

**REGULAR MEETING AGENDA**  
**BOARD OF RECREATION AND PARK COMMISSIONERS**  
**OF THE CITY OF LOS ANGELES**

**Wednesday, June 21, 2017 at 9:30 a.m.**

**Fred Roberts Recreation Center**  
**4700 Honduras Street**  
**Los Angeles, CA 90011**

---

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

---

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

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

1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Councilmember Curren D. Price's Office, Ninth Council District
- Introduction of Fred Roberts Recreation Center Staff
- Presentation by Judith Kieffer, Executive Director of Los Angeles Parks Foundation

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Special Meeting of May 23, 2017
- Approval of Minutes for the Regular Meeting of June 7, 2017

3. NEIGHBORHOOD COUNCIL COMMENTS

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

4. BOARD REPORTS

17-145            Fiscal Year 2017-18 Personnel Resolution

June 21, 2017

- 17-146 EXPO Center – Donation from the Friends of EXPO Center for 2017 Summer Camp Scholarships
- 17-147 Various Proposition K Related Joint Use Sites – Rescission of Unfunded Joint-Use Agreements with the Los Angeles Unified School District
- 17-148 Chatsworth Park South – Park Enhancements (PRJ21126) Project – Allocation of Quimby Fees – Consideration of a Mitigated Negative Declaration (CPRC § 21080) Approved by the Board of Recreation and Park Commissioners of the City of Los Angeles on June 5, 2013
- 17-149 Venice Beach – Pier Refurbishment (PRJ20587) Project – Acceptance of Various Completed Projects; Barrington Recreation Center – Basketball Court Renovation (PRJ20668) Project, Barrington Recreation Center – Fencing and Parking Lot Improvements (PRJ90011) Project, Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project, Felicia Mahood Senior Multipurpose Center – Building Improvements (PRJ1589M) Project, Felicia Mahood Senior Multipurpose Center – Building Rehabilitation (PRJ20385) Project, Mar Vista Recreation Center – Ball Field Improvements (PRJ20798) Project, Palisades Recreation Center – Building Improvements (PRJ1545B) Project, Palisades Recreation Center – Indoor and Outdoor Park Improvements (PRJ20659) Project, Penmar Recreation Center – Sports Field Renovations (PRJ1312B) Project, Penmar Recreation Center – Recreation Center and Childcare Center Building Improvements (PRJ1589C) Project, Penmar Recreation Center – Tennis and Basketball Court Improvements (PRJ1393S) Project, Rustic Canyon Recreation Center – Facility Enhancement – Phase III (PRJ20020) Project, Stoner Recreation Center – New Skate Park (PRJ1204B) Project, Stoner Recreation Center – Sports Field Renovation (PRJ1311B) Project, Stoner Recreation Center – Pool and Bathhouse Improvements (PRJ1551B) Project, Venice Beach – Ocean Front Walk Access Improvements (PRJ20883) Project, Venice Beach – Ocean Front Walk Improvements (PRJ20636) Project, Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project, Westchester Recreation Center – Outdoor Park Improvements (PRJ20813) Project, Westminster Park – New Roof at San Juan Garage (PRJ1400H) Project); Cancellation of Venice High School Pool – Roof Renovation (PRJ20936) Project; Reallocation of Unexpended Quimby and Zone Change Fees – Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(3) [Repair and Minor Alteration of Existing Wharves and Walkways]
- 17-150 Campo De Cahuenga Park – Parking Lot (PRJ21131) Project; Allocation of Quimby Fees; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(3) of the City CEQA Guidelines (Repair and Maintenance of Existing Parking Lots)
- 17-151 South Park Recreation Center – New Maintenance Yard (PRJ21104) Project – Allocation of Quimby Fees – Future California Environmental Quality Act (CEQA) Determination with Development of a Detailed Project Scope



June 21, 2017

- 17-152 Lafayette Park – Proposed Arts and Recreation Center – Lease Agreement with Heart of Los Angeles Arts Community Partners for the Construction and Operation of an Arts and Recreation Center; Final Construction Plans – Negative Declaration and Related Findings Pursuant to the California Environmental Quality Act
- 17-153 Strathern Park North – Baseball Field Lighting (PRJ21028) (W.O. #E170414F) Project – Allocation of Quimby Fees – Consideration of Existing Notice of Exemption
- 17-154 Juntos Park – Splash Pad Water System (W.O. #E170381F) Project – Approval of Final Plans; Consideration of Categorical Exemption from the California Environmental Quality Act (CEQA)
- 17-155 Capital Improvement Projects – Final Acceptance of Various Projects; Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (PRJ20002) (W.O. #E1906153) Project; Devonshire Arleta Park – Park Development (PRJ20664) Project; Glen Alla Park – Outdoor Park Improvements (PRJ1339A) Project; Ken Malloy Harbor Regional Park – Harbor Sports Complex Renovation (PRJ20670) Project; MacArthur Park – Band Shell Improvements (PRJ1504A) Project; Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project; Peck Park Canyon – Enhancement (PRJ1301D) Project; Rockwood Park – Hillside Park Development (PRJ1249A) Project; Westchester Recreation Center – Pool, Bathhouse and Outdoor Park Improvements (PRJ1508P) Project
- 17-156 Northeast Valley Multipurpose Senior Center – Agreement with San Fernando Valley Interfaith Council, Inc., for the Operation of Public Programs and Services for Seniors, and Department of Recreation and Parks Facility Access for Community Events and Other Permitted Uses; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines (Issuance of Licenses/Permits)

5. BOARD REPORT PUBLIC COMMENT

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

6. COMMISSION TASK FORCE UPDATES

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

7. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

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

June 21, 2017

8. GENERAL PUBLIC COMMENT

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

9. COMMISSION BUSINESS

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

10. NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, July 12, 2017, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

11. ADJOURNMENT

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

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

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

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

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

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

## SPECIAL MEETING MINUTES

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

Tuesday, May 23, 2017

#### CALL TO ORDER

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting in Grace E. Simons Lodge at 9:00 a.m. Present were President Patsouras, Commissioner Melba Culpepper, Commissioner Pilar Diaz, and Commissioner Misty Sanford. Also present were, Michael A. Shull, General Manager, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Vicki Israel, Assistant General Manager, Recreation Services Branch  
Cathie Santo Domingo, Superintendent of Planning, Maintenance and Construction Branch

#### NEIGHBORHOOD COUNCIL COMMENTS

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

#### BOARD REPORTS

##### 17-134

SOUTH LOS ANGELES WETLANDS PARK – LEASE AGREEMENT WITH MUSEUM ASSOCIATES DBA THE LOS ANGELES COUNTY MUSEUM OF ART FOR THE USE OF A PORTION OF THE SOUTH LOS ANGELES WETLANDS PARK FOR THE RENOVATION AND REHABILITATION OF BUILDING 71 AND OPERATION OF A PROPOSED MUSEUM; CONSIDERATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR), FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE SOUTH LOS ANGELES WETLANDS PARK PROJECT EIR (SCH NO. 2007051122)

---

Board Report No. 17-134 was continued for consideration at a later date.

##### 17-135

EXPOSITION PARK – LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – LEASE AGREEMENT WITH THE 6<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION (STATE) FOR THE USE OF CITY/PARK PROPERTY FOR THE PROPOSED MUSEUM; AMENDMENT TO GROUND LEASE AGREEMENT WITH STATE FOR USE OF STATE PROPERTY FOR PLAYFIELD PURPOSES; CONSIDERATION OF THE EIR, FIRST ADDENDUM, SECOND

May 23, 2017

ADDENDUM, THIRD ADDENDUM, FOURTH ADDENDUM, AND  
ERRATA, FINDINGS, STATEMENT OF OVERRIDING  
CONSIDERATIONS AND ACCOMPANYING MITIGATION  
MEASURES AND MITIGATION MONITORING PROGRAM FOR  
THE LOS ANGELES MEMORIAL COLISEUM RENOVATION  
PROJECT EIR (SCH NO. 1990011065)

---

Cid Macaraeg, Senior Management Analyst II of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-135 for adoption of a proposed Resolution authorizing the Department to enter into a proposed fifty-year Lease Agreement (Lease) with the 6<sup>th</sup> District Agricultural Association (State) for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed open space landscaping of the Lucas Museum of Narrative Art (Museum) in accordance with Charter Section 594, for the construction and operation of an underground parking garage in accordance with Charter Section 596, and for authorization to amend the existing lease with the State for the City's Playfield at EXPO Center; authorization of the Department's General Manager or designee to negotiate the proposed Lease with the State for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed Museum and for construction and operation of the underground parking garage, consistent with the terms set forth in Board Report No. 17-135, subject to approval of the Mayor and, as to the use of the subsurface space, the City Council, and approval of the City Attorney as to form; authorization of the Department's General Manager or Designee to negotiate an Amendment to the Ground Lease Agreement (Ground Lease) with the State for the use of State property, measuring approximately 154,800 square feet or 3.55 acres, for Playfield purposes at Exposition Park, subject to approval of the Mayor and approval of the City Attorney as to form; and approval of the finding, pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15162, 15163, and 15164, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Environmental Impact Report (EIR), First Addendum, Second Addendum, Third Addendum, Fourth Addendum, and Errata, findings, Statement of Overriding Considerations and accompanying mitigation measures and Mitigation Monitoring Program for the Los Angeles Memorial Coliseum Renovation Project EIR (SCH No. 1990011065); and approval of the finding that no subsequent EIR, Negative Declaration, or further addendum or other CEQA analysis is required for approval of the project and the actions before the Board.

Board Report No. 17-135 was amended to incorporate the following language into the Lease Agreement (Lease) and Ground Lease Agreement (Ground Lease) Sections of the Summary:

Lease Agreement (Lease)

Two (2) parcels within the project area, Lots 101 and 102 on Leighton Street are City-owned lots under RAP's jurisdiction (Exhibits B-1 and B-2). These lots measure approximately 19,800 square feet or 0.45 acres and are currently used for parking. In addition, the City also owns a small sliver of land not currently in use, which is no wider than a sidewalk and juts directly out of from the Leighton Street parcels north along Vermont Avenue. Taken all together, the property is to be part of an open and landscaped area with walking paths and a tri-level underground parking garage (Exhibit C). The proposed Lease will have a term of fifty (50) years that would allow for the construction of a public open space area and a tri-level subterranean public parking structure. According to the State, the surface public open space area is to be maintained and operated by the Museum, and the subterranean public parking

May 23, 2017

structure is to be maintained and operated by the State. The Lease includes a provision that allows for the sublease by the State to the Museum. The rent owed by the State for the Lease is \$1 per year. Other considerations for this Lease include the public benefit to be realized from the construction, operation, and maintenance of the improvements contemplated, including landscaped open space on the City-owned property, as well as 33 parking spaces provided either on State property or in the new subterranean garage, all at no cost to RAP.

Ground Lease Agreement (Ground Lease)

On March 16, 2016, the Board approved the Ground Lease between the State and the City of Los Angeles for the use of State property for playfield use and shared parking through Report No. 16-062. The Ground Lease was executed on May 6, 2016, and has an initial term of ten (10) years and five (5) one (1) year options for a total of fifteen (15) years. Due to the Museum project, various locations used for the playfields and shared parking will no longer be available under the Ground Lease. Therefore, several of the terms and conditions of the Ground Lease are no longer applicable or will have to be amended.

Please see table below for a comparison of the current terms and the proposed terms:

	Current Ground Lease	Proposed Terms
State Benefits	<ol style="list-style-type: none"> <li>1. Annual rent of \$90K with annual escalation</li> <li>2. 325 spaces provided by City at four locations (for all USC home football games, plus three additional events per year).</li> </ol>	<ol style="list-style-type: none"> <li>1. – Same –</li> <li>2. State relinquishes City of requirement to provide 163 spaces. City to continue to provide 162 spaces through the end of lease (108 City-owned EXPO Center perimeter spaces; and 54 City-owned MLK strip spaces)</li> </ol>
City Benefits	<ol style="list-style-type: none"> <li>1. Approx. three acres for playfield</li> <li>2. Use of South Lawn of Museum of Natural History for special event parking up to 3 times per year</li> <li>3. Use of 495 spaces on State’s Lot 1 for special event parking up to five times per year</li> <li>4. Reduced rate parking of no more than \$2.00 per day for 200 EXPO Center parking spaces either within Lot 4 or 5.</li> </ol>	<ol style="list-style-type: none"> <li>1. New and relocated playfield, paid for by the Museum</li> <li>2. – Same –</li> <li>3. No longer provided.</li> <li>4. – Same –</li> </ol>

May 23, 2017

		New benefits: 5. Proceeds from provision of 162 spaces (above) to accrue to the City (currently those proceeds are paid by USC to the State) 6. Use of 33 parking spaces on a daily basis, free of charge, to be provided by State either in Lot 4 or 5 or the new underground garage for as long as the museum lease exists (i.e. up to 50 years)
--	--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

An amended version of the proposed Resolution was also presented for the Board's consideration.

**BOARD REPORT PUBLIC COMMENT**

Public comments were invited for the Board Reports. One request for public comment was submitted, and such comments were made to the Board.

President Patsouras requested a Motion to approve Board Report No. 17-135 as amended. Commissioner Diaz moved that Board Report No. 17-135 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.

**CLOSED SESSION**

The Board recessed into closed session at 9:15 a.m. pursuant to California Government Code Section 54956.9(a) in order to confer with legal counsel regarding pending litigation in *Sunset Ranch Hollywood Stables Inc. v. City of Los Angeles, et al.*, Superior Court of the State of California County of Los Angeles, Case No. BC576506. The Board reconvened in open session at 10:02 a.m.

**NEXT MEETING**

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, June 7, 2017, 9:30 a.m., EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

**ADJOURNMENT**

There being no further business to come before the Board, President Patsouras adjourned the Special Meeting at 10:03 a.m.

May 23, 2017

ATTEST

\_\_\_\_\_  
PRESIDENT

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





## REGULAR MEETING MINUTES

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

Wednesday, June 7, 2017

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting in EXPO Center Comrie Hall at 9:30 a.m. Present were Vice President Lynn Alvarez, Commissioner Melba Culpepper, and Commissioner Pilar Diaz. Vice President Alvarez presided as Chairperson due to the absence of President Patsouras. Also present were Michael A. Shull, General Manager, and Deputy City Attorney IV Mike Dundas.

The following Department staff members were present:

Charles Singer, Superintendent of Valley Region, Recreation Services Branch  
Cathie Santo Domingo, Superintendent, Planning, Maintenance and Construction Branch  
Matthew Rudnick, Chief Management Analyst, Finance and Administrative Services Division

#### CALL TO ORDER AND SPECIAL PRESENTATIONS

Trish Delgado, Principal Recreation Supervisor I of the Aquatics Division, presented an overview of the Department's Citywide Aquatics Program and the 2017 summer swim season. A total of 51 pools and three open water sites are opening on June 10, 2017 for the summer swim season. The Hey Rookie Pool in San Pedro and the Woodland Hills Pool are two new pool facilities that will be opening during the 2017 summer season. Kaiser Permanente continues to support the Operation Splash Program by providing 6,000 swim lessons for youth, teenagers, and adults along with the Junior Lifeguard sponsorships. The Department is also participating in the Rethink Your Drink Campaign. The LA84 Foundation will continue to provide funding for swim lessons and team sports scholarships. A new marketing plan is being launched for the 2017 summer swim season to increase participation at all pool facilities, particularly in low-income areas. The marketing plan includes the placement of advertisements in local newspapers, promotion in Council District and Neighborhood Council newsletters, outreach efforts to Boys and Girls Clubs and other youth organizations, continued social media campaign, prominent signage within all Recreation Centers and Senior Centers, the creation of a banner for the Department's website, and targeting companies and organizations for donations and sponsorship opportunities for the summer youth swim pass program which provides free passes to community youth with the greatest need. The U.S. Swim Foundation has donated \$3,500 to the summer youth swim pass campaign, which will provide free passes to 350 youth that cannot afford the \$10 fee for the swim pass. The Department has been preparing Aquatics staff during the off-season by re-certifying 590 lifeguards in City and State mandated training, and 90 new lifeguards have been tested, hired, and trained to be placed at various pool facilities. Two Aquatic Director positions have been filled through emergency appointments to manage 30 full-time positions and 1,600 part-time staff members.

#### APPROVAL OF MINUTES

Commissioner Diaz moved that the Board approve the Minutes of the May 17, 2017 Regular Meeting, which was seconded by Commissioner Culpepper. There being no objections, the Motion was unanimously approved.

June 7, 2017

NEIGHBORHOOD COUNCIL COMMENTS

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

BOARD REPORTS

CONTINUED BOARD REPORT

17-134 - REVISED

SOUTH LOS ANGELES WETLANDS PARK – LEASE AGREEMENT WITH MUSEUM ASSOCIATES DBA THE LOS ANGELES COUNTY MUSEUM OF ART FOR THE USE OF A PORTION OF THE SOUTH LOS ANGELES WETLANDS PARK FOR THE RENOVATION AND REHABILITATION OF BUILDING 71 AND OPERATION OF A PROPOSED MUSEUM; CONSIDERATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR), FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS AND ACCOMPANYING MITIGATION MEASURES, AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE SOUTH LOS ANGELES WETLANDS PARK PROJECT EIR (SCH NO. 2007051122)

---

Cid Macaraeg, Senior Management Analyst II of the Planning, Maintenance, and Construction Branch, presented Board Report No. 17-34 for adoption of a proposed Resolution authorizing the Department to enter into a thirty-five year Lease (Lease) with the Museum Associates dba the Los Angeles County Museum of Art (LACMA) for the use of a portion of the South Los Angeles Wetlands Park for the renovation and rehabilitation of Building 71 and operation of a proposed Museum in accordance with Charter Section 594(a) and 595; authorization of the Department to negotiate the Lease with LACMA for the use of a portion of the South Los Angeles Wetlands Park for the renovation and rehabilitation of Building 71 and operation of a proposed Museum in accordance with Charter Sections 594(a) and 595 and consistent with the terms, improvements, and uses set forth in Board Report No. 17-134 – Revised (Report); authorization of Department staff and the City Attorney to make any necessary changes to the Lease consistent with the terms, improvements, and uses set forth in the Report; authorize the Board President and Secretary to execute the final Lease subject to the approval of the City Attorney as to form, and the approval of the City Council by ordinance; and approval of the finding, pursuant to the State of California Environmental Quality Act (CEQA) Guidelines, in consideration of the whole of the administrative record, that the project was adequately assessed in the previously certified Final Environmental Impact Report (EIR), Findings, Statement of Overriding Considerations and accompanying mitigation measures, and Mitigation Monitoring and Reporting Program for the South Los Angeles Wetlands Park Project EIR (SCH No. 2007051122), and that no subsequent EIR, negative declaration, addendum or other CEQA analysis is required for approval of the Project.

The following sections of Board Report No. 17-134 was corrected as follows:

LA Philharmonic and Youth Orchestra Los Angeles (YOLA)

June 7, 2017

LACMA is currently in discussions with the Los Angeles Philharmonic (Philharmonic) concerning the possibility of bringing its YOLA program to the Park. The Philharmonic has been given, at its sole option, until no later than August 31, 2017 to elect to join the building project. Should this occur, LACMA proposes to sublease up to 17,000 ~~additional square feet of the building to the Philharmonic~~ square feet of the improved space of the building to the Philharmonic, to be shared with LACMA operations.

#### FISCAL IMPACT STATEMENT

There are ~~no~~ some minor anticipated fiscal impacts to the Department's General Fund should the Board approve the execution of the Lease. All costs, with the exception to any additional improvements to the aforementioned Park Ranger Station, will be the responsibility of LACMA. Any costs for the future Park Ranger Station will be requested through the regular budget process.

#### LIST OF ATTACHMENTS

##### 2) Exhibit D of ~~Draft Lease~~ the Draft Lease

Commissioner Diaz requested that the Security provision in the Lease be more specific that requires that the tenant ensure that all children on the premises are adequately supervised, and include a background check requirement for any non-profit organizations that partner with the tenant in addition to the background check requirement imposed on the tenant and volunteers. Senior Management Analyst II Macaraeg discussed that the Department's Human Resources Division reviewed LACMA's background check process and determined the process to be more than satisfactory. The Board and Department staff also discussed the amount of square footage to be used as shared space for concurrent programming, and public access to the South Los Angeles Wetlands Park during construction. Vice President Alvarez requested that the Department clarify the Lease provisions relative to the use of the shared space by LACMA and YOLA, maintaining public access to the Wetlands trails and parking lot during construction, and the City's legal remedy should LACMA decide not to continue with the Project once construction has commenced. Deputy City Attorney IV Mike Dundas discussed the tenant's right to terminate the Lease within sixty days if construction does not commence within the first year, and the City's legal remedy of seeking specific performance for breach of contract once construction has commenced. Michael Govan, Chief Executive Officer of LACMA, discussed LACMA's mission and commitment to completing the Project to provide art programming for the surrounding community.

Public comments were invited for Board Report No. 17-134; however, no requests were submitted.

Vice President Alvarez requested a Motion to approve Board Report No. 17-134 – Revised as corrected. Commissioner Diaz moved that the Board Report be approved as corrected, and that the Resolutions recommended in the Report be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.

#### 17-136

EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO  
CENTER FOR YOUTH JOB CORPS PROGRAM

June 7, 2017

Belinda Jackson, Executive Director of EXPO Center, presented Board Report No. 17-136 for acceptance of a donation in the amount of \$100,800.00 from the Friends of EXPO Center for EXPO Center's Youth Job Corps Program; and authorization of the Department's Chief Accounting Employee to approve, encumber, and disburse stipend payments to participants of the Program from funds deposited in Fund 302, Department 89, EXPO (EPICC) Donation Account 89837M Sub-Account PG. Executive Director Jackson also discussed the Department's efforts to recruit interns for the Youth Job Corps Program through local schools, the CLASS Parks program, other teen programs offered at EXPO Center, and by word of mouth.

17-137

GOLF DIVISION – STATUS REPORT ON GOLF'S FOURTH, FIFTH, AND SIXTH YEARS AS A SPECIAL FUND OPERATION; ALLOCATION OF FISCAL YEAR 2013-14, FISCAL YEAR 2014-15, AND FISCAL YEAR 2015-16 GOLF OPERATING INCOME; VARIOUS GOLF MATTERS

Laura Bauernfeind, Golf Manager of the Golf Division, for authorization of the Department's Chief Accounting Employee to transfer \$2,462,377.00 from Golf Operations Account 89G401, Fund 52H, Department 89, to Golf Emergency Contingency Account 89G403, Fund 52H, Department 89, to fund unanticipated golf expenditures; authorization of the Department's Chief Accounting Employee to re-establish the old appropriation Account 89770K, Armand Hammer Golf Course/Holmby Park, Fund 302, Department 89; transfer \$82,157.23 from Golf Operation Account 89G401, Fund 52H, Department 89, to Armand Hammer Golf Course/Holmby Park Account 89770K, Fund 302, Department 89; and to transfer funds from Golf Operation Account 89G401, Fund 52H, Department 89, to Golf Capital Improvement Account 89G402, Fund 52H, Department 89, pursuant to Board Report 16-079.

The Board and Department staff discussed that the funds in the Golf Emergency Contingency Account are to be used on an as-needed basis, the allocation of capital improvement funds generated through surcharges to individual accounts earmarked for capital improvement projects at the respective golf facilities in which the funds were generated, a long-term capital improvement plan that needs to be updated to be consistent with the Golf Division Strategic Plan, and the grant that is earmarked for specific capital improvement projects at the Armand Hammer Golf Course. Vice President Alvarez requested an informational report on Golf Division operations, revenue, Strategic Plan, and capital improvement projects. Commissioner Diaz requested a report on the Armand Hammer golf course operations, staffing, and safety issues.

17-138

GREEN MEADOWS RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3491 WITH CHILDREN'S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

Edneisha Lee, Management Assistant of the Partnership Division, presented Board Report No. 17-138 for approval of a proposed First Amendment to Agreement No. 3491 between the City of Los Angeles and Children's Institute, Inc. to extend the term of the Agreement for the continued operation and maintenance of a Head Start child care and development program at Green Meadows Recreation Center.

June 7, 2017

The Board and Department staff discussed the option to extend the term of the Agreements and the maximum capacity for the Head Start child care and development programs at Green Meadows Recreation Center, Jackie Tatum/Harvard Recreation Center, and Algin Sutton Recreation Center.

17-139

JACKIE TATUM/HARVARD RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3492 WITH CHILDREN'S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

Edneisha Lee, Management Assistant of the Partnership Division, presented Board Report No. 17-139 for approval of a proposed First Amendment to Agreement No. 3492 between the City of Los Angeles and Children's Institute, Inc. to extend the term of the Agreement for the continued operation and maintenance of a Head Start child care and development program at Jackie Tatum/Harvard Recreation Center.

17-140

ALGIN SUTTON RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3493 WITH CHILDREN'S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

Edneisha Lee, Management Assistant of the Partnership Division, presented Board Report No. 17-140 for approval of a proposed First Amendment to Agreement No. 3493 between the City of Los Angeles and Children's Institute, Inc. to extend the term of the Agreement for the continued operation and maintenance of a Head Start child care and development program at Algin Sutton Recreation Center.

17-141

SIGNATURE AUTHORITY AS ACTING GENERAL MANAGER AND ACTING CHIEF ACCOUNTING EMPLOYEE

Eleanor Chang, Departmental Chief Accountant IV of the Finance and Administrative Services Division, presented Board Report No. 17-141 for adoption of a Resolution that authorizes Department staff to act as the Acting General Manager and Acting Chief Accounting Employee.

17-142

ANDERSON MEMORIAL SENIOR CITIZEN CENTER – MURAL INSTALLATION; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) OF THE CITY CEQA GUIDELINES (MODIFICATIONS OF AN EXISTING PARK FACILITY WITH NO EXPANSION OF USE)

Board Report No. 17-142 was withdrawn from consideration.

June 7, 2017

17-143

WOODLAND HILLS RECREATION CENTER - BALL FIELD IMPROVEMENTS (PRJ20933) PROJECT – MODIFICATION OF SCOPE; ACCEPTANCE OF VARIOUS COMPLETED PROJECTS - JOHN QUIMBY PARK – PLAY AREA RENOVATION (PRJ20084) PROJECT, JOHN QUIMBY PARK – OUTDOOR PARK IMPROVEMENTS (PRJ20215) PROJECT, LANARK PARK – PARK RENOVATION (PRJ20359) PROJECT, LANARK PARK – SKATE PARK (PRJ20748) PROJECT, RESEDA PARK – PLAY AREA RENOVATION (PRJ20661) PROJECT; RESEDA PARK – POOL IMPROVEMENTS (PRJ20616) PROJECT – SERRANIA AVENUE PARK – OUTDOOR PARK IMPROVEMENTS (PRJ20086) PROJECT, SERRANIA AVENUE PARK – OUTDOOR PARK IMPROVEMENTS (PRJ1367A) PROJECT, TARZANA RECREATION CENTER – BUILDING IMPROVEMENT (PRJ20630) PROJECT, WINNETKA RECREATION CENTER – OUTDOOR PARK IMPROVEMENTS (PRJ20322) PROJECT, WOODLAND HILLS RECREATION CENTER – POOL IMPROVEMENTS (PRJ20620) PROJECT; REALLOCATION OF UNEXPENDED QUIMBY FUNDS; CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (3) [MAINTENANCE OF EXISTING PARKING LOTS AND PEDESTRIAN TRAILS] (12) [OUTDOOR LIGHTING] AND CLASS 4(3) [NEW LANDSCAPING] OF CITY CEQA GUIDELINES

---

Darryl Ford, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-143 for approval of the scope of the Woodland Hills Recreation Center - Ball Field Improvements Project; acceptance of the work performed for the John Quimby Park - Play Area Renovation Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$11,952.35 from the John Quimby Park - Play Area Renovation Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$11,952.35 in Quimby Fees from the John Quimby Park Account No. 89460K-HB to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the John Quimby Park - Outdoor Park Improvements Project, constructed by the Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$20,664.00 from the John Quimby Park - Outdoor Park Improvements Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$20,664.00 in Quimby Fees from the John Quimby Park Account No. 89460K-HB to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Lanark Park - Park Renovation Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$4,705.27 from the Lanark Park - Park Renovation Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$4,705.27 in Quimby Fees from the Lanark Park Account No. 89460K-LA to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Lanark Park

June 7, 2017

- Skate Park Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$20,408.75 from the Lanark Park - Skate Park Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$20,408.75 in Quimby Fees from the Lanark Park Account No. 89460K-LA to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Reseda Park - Play Area Renovation Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$34,944.22 from the Reseda Park - Play Area Renovation Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$34,944.22 in Quimby Fees from the Reseda Park Account No. 89460K-RE to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Reseda Park - Pool Improvements Project, constructed by the Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$7,329.54 from the Reseda Park - Pool Improvements Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$7,329.54 in Quimby Fees from the Reseda Park Account No. 89460K-RE to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Serrania Avenue Park - Outdoor Park Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$185,926.27 from the Serrania Avenue Park - Outdoor Park Improvements Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$185,926.27 in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD to the Woodland Hills Recreation Center Account No. 89460KWH; acceptance of the work performed for the Serrania Avenue Park - Outdoor Park Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$3,946.74 from the Serrania Avenue Park - Outdoor Park Improvements Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; and authorization of the Department's Chief Accounting Employee to transfer \$3,946.74 in Quimby Fees from the Serrania Avenue Park Account No. 89460K-CD to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Tarzana Recreation Center – Building Improvement Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$13,785.37 from the Tarzana Recreation Center - Building Improvement Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$13,785.37 in Quimby Fees from the Tarzana Recreation Center Account No. 89460K-TB to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Winnetka Recreation Center - Outdoor Park Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$64,490.34 from the Winnetka Recreation Center - Outdoor Park Improvements Project to the Woodland Hills Recreation Center - Ball Field Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$64,490.34 in Quimby Fees from the Winnetka Recreation Center Account No. 89460K-WF to the Woodland Hills Recreation Center Account No. 89460K-WH; acceptance of the work performed for the Woodland Hills Recreation Center – Pool Improvements Project, constructed by Department staff and/or as-needed pre-qualified on-call vendors; authorization of the Department's Chief Accounting Employee to reallocate \$7,329.54 from the

June 7, 2017

Woodland Hills Recreation Center - Pool Improvements Project to the Woodland Hills Recreation Center - Ballfield Improvements Project; authorization of the Department's Chief Accounting Employee to transfer \$550,514.00 in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Woodland Hills Recreation Center Account No. 89460K-WH; approval of the allocation of \$925,996.39 in Quimby Fees from Woodland Hills Recreation Center Account No. 89460K-WH for the Woodland Hills Recreation Center - Ball Field Improvements Project; approval of the finding that the proposed Woodland Hills Recreation Center - Ball Field Improvements Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption.

17-144 - REVISED

EXPOSITION PARK – LUCAS MUSEUM OF NARRATIVE ART (MUSEUM) – REVISION OF APPROVED RESOLUTION AUTHORIZING TWO LEASE AGREEMENTS WITH THE 6<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION (STATE) FOR THE PROPOSED MUSEUM PROJECT AND STATE PROPERTY FOR PLAYFIELD PURPOSES; CONSIDERATION OF A FINDING THAT THE PUBLIC TRI-LEVEL SUBTERRANEAN GARAGE IS NOT A DETRIMENT TO THE PURPOSE OF DEDICATED PARK LAND; AND CONSIDERATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLEARANCE FOR THE PREVIOUSLY APPROVED LEASE AGREEMENT

Cid Macaraeg, Senior Management Analyst I of the Planning, Maintenance and Construction Branch, presented Board Report No. 17-144 for adoption of a revised Resolution authorizing the Department to enter into a proposed fifty-year Lease Agreement (Lease) with the 6th District Agricultural Association (State) for the use of the Leighton Avenue parcels for the construction and operation of a portion of the proposed open space landscaping of the Lucas Museum of Narrative Art (Museum) in accordance with Charter Section 594, and for the construction and operation of an underground parking garage in accordance with Charter Section 596, to amend the existing lease with the State for the City's Playfield at EXPO Center; approval of the finding that the public tri-level subterranean parking garage to be constructed will not result in material detriment to the purpose for which the land was dedicated or set aside by the City; approval of the finding that, pursuant to City Charter Section 596 and Section 371 (e)(10), the use of competitive bidding for the subsurface space being leased would be undesirable, impractical or impossible; and, approval of the finding that the previous CEQA determination for the Lease approved on May 23, 2017 covers the revised Resolution to the Lease, and no further CEQA determination is required.

BOARD REPORT PUBLIC COMMENT

Public comments were invited for the Board Reports. One request was submitted for Board Report No. 17-137, and such comments were made to the Board.

Vice President Alvarez requested a Motion to approve the Board Reports as presented, with the exception of Board Report No. 17-134 – Revised which was previously approved under a separate vote and Board Report No. 17-142. Commissioner Diaz moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Culpepper seconded the Motion. There being no objections, the Motion was unanimously approved.



June 7, 2017

### COMMISSION TASK FORCE UPDATES

- Commission Task Force on Concessions Report (Commissioners Patsouras and Diaz)

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

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

Vice President Alvarez reported on the Facility Repair and Maintenance Task Force Meeting held on June 7, 2017 prior to the Board Meeting, in which the Task Force discussed a mural installation at Mid Valley Intergenerational Multipurpose Center, an update on the maintenance and repair of Venice Beach Pier, final plans for the Algin Sutton Pool and Bathhouse Project, construction bid issues for the Rancho Cienega Sports Complex Project, and an update on Quimby Park Fee Ordinance issues.

### GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on various Department activities, facilities, and upcoming events. The Northridge Hawaiian Festival of the Arts was held on June 2-4, 2017 at Northridge Recreation Center. The Department hosted a Girls Play L.A. volleyball event during the Hawaiian Festival with over 300 girls that participated in the event. Seasonal pools will be open from June 10, 2017 through September 4, 2017. Citywide day camps will be open from June 12, 2017 through August 11, 2017. The free summer lunch program will be offered at over 100 park sites from June 12, 2017 through August 11, 2017. The Summer Nights Lights Program will be offered at 32 Recreation Centers from June 28, 2017 through August 26, 2017. The Pershing Square Concert Series will take place from July 15, 2017 through August 15, 2017. The Summer Picnic Concert Series will take place on July 9, 2017 at Sycamore Grove Park; July 23, 2017 at South Park Recreation Center; and July 30, 2017 at Hollenbeck Park. Information on various summer activities and special events are posted on [www.laparks.org](http://www.laparks.org). The Operation Splash Kick-Off Event is scheduled on June 8, 2017 at 109<sup>th</sup> Street Pool in partnership with Kaiser Permanente and LA84 Foundation. The Natasha Watley Softball League Opening Day Ceremony is scheduled on June 10, 2017 at Rancho Cienega Sports Complex. The 100<sup>th</sup> Annual Men's Golf Championships Tournament is scheduled on June 15-18, 2017 at Wilson, Harding, and Rancho Park Golf Courses. The Ken Malloy Harbor Regional Park Grand Opening Ceremony is scheduled on June 17, 2017. The Levitt Pavilion Concert Series is scheduled from June 17, 2017 through September 10, 2017 with 50 free concerts scheduled at MacArthur Park.

### GENERAL PUBLIC COMMENT

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

June 7, 2017

COMMISSION BUSINESS

Commissioner Diaz requested a report on the Golf Division Strategic Plan and Armand Hammer Golf Course for the July 12, 2017 or August 9, 2017 Board Meeting. Commissioner Diaz acknowledged Department staff involved in the Memorial Day Muscle Beach Competition at Venice Beach Recreation Center, the Senior Dance held during the Northridge Hawaiian Festival, the Pershing Square Concert Series, and the Women's Golf Day event held at Tregnan Golf Academy.

NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, June 21, 2017, 9:30 a.m., Fred Roberts Recreation Center, 4700 Honduras Street, Los Angeles, CA 90011.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Regular Meeting at 10:35 a.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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

**BOARD REPORT**

NO. 17-145

DATE June 21, 2017

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: FISCAL YEAR 2017-18 PERSONNEL RESOLUTION

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
\*H. Fujita Hw

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_

[Signature]  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Adopt the Fiscal Year (FY) 2017-18 Personnel Resolution herein included as Attachment 1, effective July 1, 2017; and,
2. Authorize substitute positions for FY 2017-18 as listed in the FY 2017-18 Personnel Resolution.

SUMMARY

The Board of Recreation and Park Commissioners establishes the Department of Recreation and Parks' (RAP's) employment authority on an annual basis through the Personnel Resolution.

RAP's FY 2017-18 Personnel Resolution will authorize 1,437 regular positions (including 54 positions which salaries will be reimbursed by the Harbor Department); five (5) unpaid, voluntary Commissioner positions; two (2) positions subject to renewal on an annual basis, 62 substitute positions, 153 in-lieu positions, 109 positions funded by special funding sources other than the golf operations fund, and 142 positions funded by the golf operations fund. It also authorizes 31 classifications (some of which have multiple pay grades or salary rates) that may be used to employ as-needed employees, and 24 classifications (some of which have multiple pay grades or salary rates) that may be used to bring on hiring hall craft employees.

The following is a comparison between positions authorized at the beginning of FY 2016-17 and those positions that will be authorized for FY 2017-18 upon approval of this Report:

BOARD REPORT

PG. 2 NO. 17-145

	<u>FY 2017-18</u>	<u>FY 2016-17</u>	<u>Difference</u>
Regular	1,437	1,421	+16
Commissioner	5	5	no change
One-time	2	3	-1
Substitute	62	57	+5
Other Special Funded	109	97	+12
Golf Funded	142	142	no change
In-lieu	153	30	+123

Regular Positions – Added

The following sixteen (16) positions were added in regular authority in the Mayor and Council adopted FY 2017-18 budget:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
7	3141	Gardener Caretaker	04
2	3143	Senior Gardener	04
6	1966	Park Ranger	18
1	2460	Recreation Supervisor	20

Regular Positions – Reimbursed by Harbor Department

The detail on the 54 positions that will continue to be reimbursed by the Harbor Department, and which are included in the 1,437 regular authority positions, is as follows:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1513-2	Accountant II	Cabrillo Aquarium
5	1358	Administrative Clerk	Cabrillo Aquarium (3), Maritime Museum, and Pacific Maintenance
1	2419	Aquatic Director	Pacific Aquatics
4	2400-1	Aquarist I	Cabrillo Aquarium
1	2400-2	Aquarist II	Cabrillo Aquarium
3	2493-1	Aquarium Educator I	Cabrillo Aquarium
2	2493-2	Aquarium Educator II	Cabrillo Aquarium
1	2423-1	Aquatic Facility Manager I	Cabrillo Beach
1	2423-2	Aquatic Facility Manager II	Cabrillo Beach
1	1191-1	Archivist I	Maritime Museum
1	3333-1	Building Repairer I	Cabrillo Aquarium
8	3141	Gardener Caretaker	Cabrillo Gaffey Street Greenbelt Park, Marina (2), Point Fermin (3), and Wilder Park

BOARD REPORT

PG. 3 NO. 17-145

Regular Positions – Reimbursed by Harbor Department (continued)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1670-1	Graphics Designer I	Cabrillo Aquarium
1	2398	Historic Site Curator	Point Fermin
1	3523	Light Equipment Operator	Point Fermin
1	9184-2	Management Analyst II	Cabrillo Aquarium
1	2404	Marine Aquarium Administrator	Cabrillo Aquarium
3	2425-2	Marine Aquarium Curator II	Cabrillo Aquarium
1	2402	Marine Aquarium Exhibits Director	Cabrillo Aquarium
1	2403	Marine Aquarium Program Director	Cabrillo Aquarium
1	2407	Maritime Museum Curator	Maritime Museum
1	2406	Maritime Museum Director	Maritime Museum
1	3145	Park Maintenance Supervisor	Point Fermin
3	2412-2	Park Services Attendant II	Cabrillo Aquarium and Maritime Museum (2)
1	1793-1	Photographer I	Cabrillo Aquarium
1	1542	Project Assistant	Cabrillo Aquarium
1	1116	Secretary	Cabrillo Aquarium
3	1368	Senior Administrative Clerk	Cabrillo Aquarium, Maritime Museum, and Pacific Recreation
3	3143	Senior Gardener	Cabrillo Museum, Marina, and Point Fermin

One-Time Positions

The following two (2) one-time positions, subject to renewal on an annual basis, were authorized in the Mayor and Council adopted FY 2017-18 budget:

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Program/Service</u>
1	3141	Gardener Caretaker	Venice Beach
1	0883	Service Coordinator	Government Affairs

Golf Funded Positions

The following 142 positions will continue to be funded by the golf operations fund:

<u>No.</u>	<u>Code</u>	<u>Classification</u>
1	1513-2	Accountant II
1	1358	Administrative Clerk
1	1549-2	Financial Analyst II
40	3141	Gardener Caretaker
1	2458	Golf Manager

BOARD REPORT

PG. 4 NO.17-145

Golf Funded Positions (continued)

<u>No.</u>	<u>Code</u>	<u>Classification</u>
1	2457	Golf Operations Supervisor
23	2453	Golf Starter
8	2479-1	Golf Starter Supervisor I
2	2479-2	Golf Starter Supervisor II
7	3913	Irrigation Specialist
5	3523	Light Equipment Operator
2	9184-2	Management Analyst II
9	3145	Park Maintenance Supervisor
1	3147-2	Principal Grounds Maintenance Supervisor II
1	1116	Secretary
35	3143	Senior Gardener
2	3146	Senior Park Maintenance Supervisor
1	2446-1	Senior Recreation Director I
1	1596-2	Systems Analyst II

This report has been reviewed by staff of the City Administrative Officer.

FISCAL IMPACT STATEMENT

Approval of this Board Report will not have a fiscal impact on RAP's General Fund inasmuch as the staffing authority contained in the FY 2017-18 Personnel Resolution (Attachment 1) is limited by the amount of money available on the records of the City Controller for the payment of salaries and wages within RAP.

Prepared by Harold T. Fujita, Director, Human Resources Division

LIST OF ATTACHMENTS

- 1) Fiscal Year 2017-18 Personnel Resolution

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

**PERSONNEL RESOLUTION NO. \_\_\_\_\_  
FISCAL YEAR 2017-18**

## TABLE OF CONTENTS

	<b>Page</b>
<b>SECTION 1: POSITION AUTHORIZATION</b>	
A. Regular Authority Positions (by Class Title)	1
Regular Authority Positions (by Class Code)	6
Regular Authority Positions (reimbursed by the Harbor Department)	10
B. Commissioner Positions	11
C. One-time Positions	12
D. As-needed Positions	13
E. Substitute Positions	15
F. In-lieu Positions	17
G. Golf Special Funded Positions	20
H. Other Special Funded Positions	21
I. Hiring Hall Exempt Positions	24
<b>SECTION 2: ADOPTION OF LOS ANGELES ADMINISTRATIVE CODE: IN LIEU AUTHORITY: FILLING VACANT POSITIONS</b>	<b>25</b>
<b>SECTION 3: MEMORANDA OF UNDERSTANDING</b>	<b>26</b>



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

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EMPLOYMENT OF PERSONNEL IN THE DEPARTMENT OF  
RECREATION AND PARKS OF THE CITY OF LOS ANGELES FOR THE FISCAL YEAR 2017-18

**SECTION 1: POSITION AUTHORIZATION**

Effective July 1, 2017, the positions listed in the following classifications are hereby authorized within the Department of Recreation and Parks. The code numbers and classifications as set forth herein are hereby determined to be appropriate in accordance with existing City laws and ordinances, and applicable Memoranda of Understanding (MOU), as appropriate. Further, the employment of the designated number of persons in each code and classification as set forth herein is hereby authorized.

**A. REGULAR POSITIONS (by Class Title)**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
4	1513	Accountant	01
13	1223	Accounting Clerk	03
24	1358	Administrative Clerk	03
6	3774	Air Conditioning Mechanic	02
1	3781-1	Air Conditioning Mechanic Supervisor	13
1	1429	Applications Programmer	21
4	2400-1	Aquarist I	21
1	2400-2	Aquarist II	21
3	2493-1	Aquarium Educator I	08
2	2493-2	Aquarium Educator II	08
2	2419	Aquatic Director	20
18	2423-1	Aquatic Facility Manager I	20
13	2423-2	Aquatic Facility Manager II	20
1	2423-3	Aquatic Facility Manager III	20
1	7925	Architect	17
1	7926-2	Architectural Associate II	08
1	1191-1	Archivist I	01
4	9241	Assistant General Manager Rec & Parks	36
1	6215	Astronomical Lecturer	11
1	0847	Astronomical Observer	11
1	1517-1	Auditor I	01
1	2397	Banning Residence Museum Director	20
2	5923	Building Operating Engineer	09
11	3333-1	Building Repairer I	14
1	3333-2	Building Repairer II	14

**A. REGULAR POSITIONS (by Class Title) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	3140	Camp Manager	12
14	3344	Carpenter	02
1	3346	Carpenter Supervisor	13
5	3353	Cement Finisher	02
1	3354	Cement Finisher Supervisor	13
4	3351	Cement Finisher Worker	14
1	1253	Chief Clerk	20
1	9230	Chief Financial Officer	36
2	9182	Chief Management Analyst	36
1	1968	Chief Park Ranger	36
9	2490-2	Child Care Associate II	11
2	2491-2	Child Care Center Director II	11
1	7944	City Planner	19
1	7941	City Planning Associate	21
1	7237	Civil Engineer	17
1	9734-1	Commission Executive Assistant I	01
1	9734-2	Commission Executive Assistant II	01
2	3686	Communications Electrician	02
2	1461-2	Communications Information Representative II	03
1	2500	Community Program Director	20
3	3127-2	Construction & Maintenance Supervisor II	13
1	3364-1	Cook I	15
1	3364-2	Cook II	15
1	6230	Curator of Griffith Observatory	00
1	1593-4	Departmental Chief Accountant IV	36
1	9375	Director of Systems	36
1	3799	Electrical Craft Helper	02
1	7525-4	Electrical Engineering Associate IV	08
17	3863	Electrician	02
1	3865	Electrician Supervisor	13
2	1702-1	Emergency Management Coordinator I	20
1	7310-2	Environmental Specialist II	08
1	7310-3	Environmental Specialist III	08
1	7304-2	Environmental Supervisor II	17
13	3525	Equipment Operator	04
1	3734-1	Equipment Specialist I	21
1	3734-2	Equipment Specialist II	21
2	1117-2	Executive Administrative Assistant II	37
1	1117-3	Executive Administrative Assistant III	37
1	2475	Executive Director Expo Center	36
1	1555-1	Fiscal Systems Specialist I	20
1	3352-1	Floor Finisher I	14
362	3141	Gardener Caretaker	04
1	9243	General Manager Rec & Parks	00
1	7213	Geographic Information Systems Specialist	21

**A. REGULAR POSITIONS (by Class Title) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
2	1670-1	Graphics Designer I	21
1	1670-3	Graphics Designer III	21
6	3584	Heavy Duty Truck Operator	04
3	2398	Historic Site Curator	01
25	3913	Irrigation Specialist	04
1	7929-1	Landscape Architect I	17
1	7929-2	Landscape Architect II	17
4	7933-3	Landscape Architectural Associate III	08
37	3523	Light Equipment Operator	04
1	3763	Machinist	14
14	3115	Maintenance & Construction Helper	04
7	3112	Maintenance Laborer	04
21	9184	Management Analyst	01
1	1539	Management Assistant	01
1	2404	Marine Aquarium Administrator	20
3	2425-2	Marine Aquarium Curator II	01
1	2402	Marine Aquarium Exhibits Director	20
1	2403	Marine Aquarium Program Director	20
1	2407	Maritime Museum Curator	20
1	2406	Maritime Museum Director	20
3	3451	Masonry Worker	02
3	3771	Mechanical Helper	14
1	3795	Mechanical Repair Supervisor	09
13	3773	Mechanical Repairer	09
2	3585	Motor Sweeper Operator	04
1	6229-1	Observatory Director I	36
1	6229-2	Observatory Director II	36
1	6216	Observatory Program Supervisor	08
1	6331	Observatory Technical Supervisor	00
17	3423	Painter	02
2	3426	Painter Supervisor	13
26	3145	Park Maintenance Supervisor	12
41	1966	Park Ranger	18
2	2412-1	Park Services Attendant I	03
7	2412-2	Park Services Attendant II	03
1	2426	Park Services Supervisor	20
1	1170-1	Payroll Supervisor I	20
1	1170-2	Payroll Supervisor II	20
1	1714-3	Personnel Director III	63
1	1129	Personnel Records Supervisor	20
2	1793-1	Photographer I	21
1	3325	Playground Equipment Supervisor	00

**A. REGULAR POSITIONS (by Class Title) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
20	3443	Plumber	02
3	3446	Plumber Supervisor	13
1	3558	Power Shovel Operator	04
2	1525-2	Principal Accountant II	20
5	3147-2	Principal Grounds Maintenance Supervisor II	36
2	2424	Principal Park Services Attendant	20
1	9134	Principal Project Coordinator	00
4	2464-1	Principal Recreation Supervisor I	36
3	2464-2	Principal Recreation Supervisor II	36
3	1431-3	Programmer Analyst III	08
1	1542	Project Assistant	01
1	1800-1	Public Information Director I	36
1	1785-1	Public Relations Specialist I	01
136	2469	Recreation Coordinator	11
89	2434	Recreation Facility Director	11
14	2460	Recreation Supervisor	20
4	3476	Roofer	02
1	1727	Safety Engineer	20
1	1726-2	Safety Engineering Associate II	01
1	3118	Sandblast Operator	04
6	1116	Secretary	03
1	1523-1	Senior Accountant I	20
3	1523-2	Senior Accountant II	20
1	1518	Senior Auditor	20
24	1368	Senior Administrative Clerk	03
2	3345	Senior Carpenter	02
1	9485-D	Senior Civil Engineer/Project Manager III	17
1	3864	Senior Electrician	02
93	3143	Senior Gardener	04
3	9171-1	Senior Management Analyst I	20
6	9171-2	Senior Management Analyst II	20
2	3424	Senior Painter	02
8	3146	Senior Park Maintenance Supervisor	36
8	1967-1	Senior Park Ranger I	12
2	1967-2	Senior Park Ranger II	12
3	2422	Senior Park Services Attendant	20
5	9167-1	Senior Personnel Analyst I	00
1	9167-2	Senior Personnel Analyst II	00
1	3444	Senior Plumber	02
32	2446-1	Senior Recreation Director I	11
28	2446-2	Senior Recreation Director II	11
2	3477	Senior Roofer	02
2	1597-1	Senior Systems Analyst I	20
1	1597-2	Senior Systems Analyst II	20

**A. REGULAR POSITIONS (by Class Title) continued**

<b><u>No.</u></b>	<b><u>Code</u></b>	<b><u>Classification</u></b>	<b><u>MOU</u></b>
1	3775	Sheet Metal Worker	02
2	3428	Sign Painter	02
1	4150-2	Street Services Worker II	04
1	7957-4	Structural Engineering Associate IV	08
6	2472	Superintendent of Rec & Parks Operations	36
4	1596	Systems Analyst	01
1	1455-1	Systems Programmer I	21
1	1455-2	Systems Programmer II	21
16	3114	Tree Surgeon	04
6	3151	Tree Surgeon Assistant	04
5	3117-1	Tree Surgeon Supervisor I	12
1	3117-2	Tree Surgeon Supervisor II	12
9	3583	Truck Operator	04
1	3723	Upholsterer	14
1	1802	Video Production Coordinator	21
1	2495	Volunteer Coordinator	01
2	3796	Welder	14
<b><u>1,437</u></b>			

**A. REGULAR POSITIONS (by Class Code)**

<b><u>No.</u></b>	<b><u>Code</u></b>	<b><u>Classification</u></b>	<b><u>MOU</u></b>
1	0847	Astronomical Observer	11
6	1116	Secretary	03
2	1117-2	Executive Administrative Assistant II	37
1	1117-3	Executive Administrative Assistant III	37
1	1129	Personnel Records Supervisor	20
1	1170-1	Payroll Supervisor I	20
1	1170-2	Payroll Supervisor II	20
1	1191-1	Archivist I	03
13	1223	Accounting Clerk	03
1	1253	Chief Clerk	20
24	1358	Administrative Clerk	03
24	1368	Senior Administrative Clerk	03
1	1429	Applications Programmer	21
3	1431-3	Programmer Analyst III	08
1	1455-1	Systems Programmer I	21
1	1455-2	Systems Programmer II	21
2	1461-2	Communications Information Representative II	03
4	1513	Accountant	01
1	1517-1	Auditor I	01
1	1518	Senior Auditor	20
1	1523-1	Senior Accountant I	20
3	1523-2	Senior Accountant II	20
2	1525-2	Principal Accountant II	20
1	1539	Management Assistant	01
1	1542	Project Assistant	01
1	1555-1	Fiscal Systems Specialist I	20
1	1593-4	Departmental Chief Accountant IV	36
4	1596	Systems Analyst	01
2	1597-1	Senior Systems Analyst I	20
1	1597-2	Senior Systems Analyst II	20
2	1670-1	Graphics Designer I	21
1	1670-3	Graphics Designer III	21
2	1702-1	Emergency Management Coordinator I	20
1	1714-3	Personnel Director III	00
1	1726-2	Safety Engineering Associate II	01
1	1727	Safety Engineer	20
1	1785-1	Public Relations Specialist I	01
2	1793-1	Photographer I	21
1	1800-1	Public Information Director I	36
1	1802	Video Production Coordinator	21
41	1966	Park Ranger	18
8	1967-1	Senior Park Ranger I	12
2	1967-2	Senior Park Ranger II	12

**A. REGULAR POSITIONS (by Class Code) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	1968	Chief Park Ranger	36
1	2397	Banning Residence Museum Director	20
3	2398	Historic Site Curator	01
4	2400-1	Aquarist I	21
1	2400-2	Aquarist II	21
1	2402	Marine Aquarium Exhibits Director	20
1	2403	Marine Aquarium Program Director	20
1	2404	Marine Aquarium Administrator	20
1	2406	Maritime Museum Director	20
1	2407	Maritime Museum Curator	20
2	2412-1	Park Services Attendant I	03
7	2412-2	Park Services Attendant II	03
2	2419	Aquatic Director	20
3	2422	Senior Park Services Attendant	20
18	2423-1	Aquatic Facility Manager I	20
13	2423-2	Aquatic Facility Manager II	20
1	2423-3	Aquatic Facility Manager III	20
2	2424	Principal Park Services Attendant	20
3	2425-2	Marine Aquarium Curator II	01
1	2426	Park Services Supervisor	20
89	2434	Recreation Facility Director	11
32	2446-1	Senior Recreation Director I	11
28	2446-2	Senior Recreation Director II	11
14	2460	Recreation Supervisor	20
4	2464-1	Principal Recreation Supervisor I	36
3	2464-2	Principal Recreation Supervisor II	36
136	2469	Recreation Coordinator	11
6	2472	Superintendent of Rec & Parks Operations	36
1	2475	Executive Director Expo Center	36
9	2490-2	Child Care Associate II	11
2	2491-2	Child Care Center Director II	11
3	2493-1	Aquarium Educator I	08
2	2493-2	Aquarium Educator II	08
1	2495	Volunteer Coordinator	01
1	2500	Community Program Director	20
7	3112	Maintenance Laborer	04
16	3114	Tree Surgeon	04
14	3115	Maintenance & Construction Helper	04
5	3117-1	Tree Surgeon Supervisor I	12
1	3117-2	Tree Surgeon Supervisor II	12
1	3118	Sandblast Operator	04
3	3127-2	Construction & Maintenance Supervisor II	13
1	3140	Camp Manager	12
362	3141	Gardener Caretaker	04
93	3143	Senior Gardener	04

**A. REGULAR POSITIONS (by Class Code) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
26	3145	Park Maintenance Supervisor	12
8	3146	Senior Park Maintenance Supervisor	36
5	3147-2	Principal Grounds Maintenance Supervisor II	36
6	3151	Tree Surgeon Assistant	04
1	3325	Playground Equipment Supervisor	00
11	3333-1	Building Repairer I	14
1	3333-2	Building Repairer II	14
14	3344	Carpenter	02
2	3345	Senior Carpenter	02
1	3346	Carpenter Supervisor	13
4	3351	Cement Finisher Worker	14
1	3352-1	Floor Finisher I	14
5	3353	Cement Finisher	02
1	3354	Cement Finisher Supervisor	13
1	3364-1	Cook I	15
1	3364-2	Cook II	15
17	3423	Painter	02
2	3424	Senior Painter	02
2	3426	Painter Supervisor	13
2	3428	Sign Painter	02
20	3443	Plumber	02
1	3444	Senior Plumber	02
3	3446	Plumber Supervisor	13
3	3451	Masonry Worker	02
4	3476	Roofer	02
2	3477	Senior Roofer	02
37	3523	Light Equipment Operator	04
13	3525	Equipment Operator	04
1	3558	Power Shovel Operator	04
9	3583	Truck Operator	04
6	3584	Heavy Duty Truck Operator	04
2	3585	Motor Sweeper Operator	04
2	3686	Communications Electrician	02
1	3723	Upholsterer	14
1	3734-1	Equipment Specialist I	21
1	3734-2	Equipment Specialist II	21
1	3763	Machinist	14
3	3771	Mechanical Helper	14
13	3773	Mechanical Repairer	09
6	3774	Air Conditioning Mechanic	02
1	3775	Sheet Metal Worker	02
1	3781-1	Air Conditioning Mechanic Supervisor	13
1	3795	Mechanical Repair Supervisor	09
2	3796	Welder	14
1	3799	Electrical Craft Helper	02



**A. REGULAR POSITIONS (by Class Code) continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
17	3863	Electrician	02
1	3864	Senior Electrician	02
1	3865	Electrician Supervisor	13
25	3913	Irrigation Specialist	04
1	4150-2	Street Services Worker II	04
2	5923	Building Operating Engineer	09
1	6215	Astronomical Lecturer	11
1	6216	Observatory Program Supervisor	08
1	6229-1	Observatory Director I	36
1	6229-2	Observatory Director II	36
1	6230	Curator of Griffith Observatory	00
1	6331	Observatory Technical Supervisor	00
1	7213	Geographic Information Systems Specialist	21
1	7237	Civil Engineer	17
1	7304-2	Environmental Supervisor II	17
1	7310-2	Environmental Specialist II	08
1	7310-3	Environmental Specialist III	08
1	7525-4	Electrical Engineering Associate IV	08
1	7925	Architect	17
1	7926-2	Architectural Associate II	08
1	7929-1	Landscape Architect I	17
1	7929-2	Landscape Architect II	17
4	7933-3	Landscape Architectural Associate III	08
1	7941	City Planning Associate	21
1	7944	City Planner	19
1	7957-4	Structural Engineering Associate IV	08
1	9134	Principal Project Coordinator	00
5	9167-1	Senior Personnel Analyst I	00
1	9167-2	Senior Personnel Analyst II	00
3	9171-1	Senior Management Analyst I	20
6	9171-2	Senior Management Analyst II	20
2	9182	Chief Management Analyst	36
21	9184	Management Analyst	01
1	9230	Chief Financial Officer	36
4	9241	Assistant General Manager Rec & Parks	36
1	9243	General Manager Rec & Parks	00
1	9375	Director of Systems	36
1	9485D	Senior Civil Engineer/Project Manager III	17
1	9734-1	Commission Executive Assistant I	01
1	9734-2	Commission Executive Assistant II	01
<b>1,437</b>			

**A. REGULAR POSITIONS (reimbursed by the Harbor Department)**

(Note: The 54 positions listed below are reimbursed by the Harbor Department and included in the 1,437 total regular positions. They are listed here separately for transparency.)

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>Location</u>
1	1513-2	Accountant II	Cabrillo Aquarium
5	1358	Administrative Clerk	Cabrillo Aquarium (3), Maritime Museum, and Pacific Maintenance
1	2419	Aquatic Director	Citywide Aquatics
4	2400-1	Aquarist I	Cabrillo Aquarium
1	2400-2	Aquarist II	Cabrillo Aquarium
3	2493-1	Aquarium Educator I	Cabrillo Aquarium
2	2493-2	Aquarium Educator II	Cabrillo Aquarium
1	2423-1	Aquatic Facility Manager I	Cabrillo Beach
1	2423-2	Aquatic Facility Manager II	Cabrillo Beach
1	1191-1	Archivist I	Maritime Museum
1	3333-1	Building Repairer I	Cabrillo Aquarium
8	3141	Gardener Caretaker	Cabrillo , Gaffey Street Greenbelt Park Marina (2), Point Fermin (3), and Wilder Park
1	1670-1	Graphics Designer I	Cabrillo Aquarium
1	2398	Historic Site Curator	Point Fermin
1	3523	Light Equipment Operator	Point Fermin
1	9184-2	Management Analyst II	Cabrillo Aquarium
1	2404	Marine Aquarium Administrator	Cabrillo Aquarium
3	2425-2	Marine Aquarium Curator II	Cabrillo Aquarium
1	2402	Marine Aquarium Exhibits Director	Cabrillo Aquarium
1	2403	Marine Aquarium Program Director	Cabrillo Aquarium
1	2407	Maritime Museum Curator	Maritime Museum
1	2406	Maritime Museum Director	Maritime Museum
1	3145	Park Maintenance Supervisor	Point Fermin
3	2412-2	Park Services Attendant II	Cabrillo Aquarium and Maritime Museum (2)
1	1793-1	Photographer I	Cabrillo Aquarium
1	1542	Project Assistant	Cabrillo Aquarium
1	1116	Secretary	Cabrillo Aquarium
3	1368	Senior Administrative Clerk	Cabrillo Aquarium, Maritime Museum, and Pacific Recreation
3	3143	Senior Gardener	Cabrillo Museum, Marina, and Point Fermin District

54

**B. COMMISSIONER POSITIONS**

No.  
5

Code  
0101-2

Classification  
Commissioner

MOU  
00

**C. ONE-TIME POSITIONS**

<u>No.</u>	<u>Code</u>	<u>Classification</u>	<u>MOU</u>
1	3141	Gardener Caretaker	04
1	0883	Service Coordinator	00

**D. AS-NEEDED POSITIONS**

<b><u>No.</u></b>	<b><u>Code</u></b>	<b><u>Classification</u></b>
-	1358	Administrative Clerk
-	1535-1	Administrative Intern I
-	1535-2	Administrative Intern II
-	2418-1	Assistant Park Services Attendant I
-	2418-2	Assistant Park Services Attendant II
-	2490-1	Child Care Associate I
-	3364-1	Cook I
-	0835-A	Day Camp Director I
-	0835-B	Day Camp Director I
-	0835-C	Day Camp Director II
-	0835-D	Day Camp Director II
-	0835-E	Day Camp Director II
-	0835-F	Day Camp Director II
-	1121-1	Delivery Driver I
-	1121-2	Delivery Driver II
-	2453	Golf Starter
-	0178-1	Gang Reduction and Youth Development Worker I
-	0178-2	Gang Reduction and Youth Development Worker II
-	0178-3	Gang Reduction and Youth Development Worker III
-	0178-4	Gang Reduction and Youth Development Worker IV
-	0178-5	Gang Reduction and Youth Development Worker V
-	0178-6	Gang Reduction and Youth Development Worker VI
-	2476	Lifeguard Recruit
-	0844	Locker Room Attendant
-	2401	Museum Guide
-	0848-A	Observatory Lecturer
-	0848-B	Observatory Lecturer
-	0848-C	Observatory Lecturer
-	0848-D	Observatory Lecturer
-	2420-1	Open Water Lifeguard I
-	2420-2	Open Water Lifeguard II
-	0834	Park Activity Monitor
-	2413H	Pool Lifeguard
-	1550	Program Aide
-	1542	Project Assistant
-	2435	Recreation Aide
-	2498	Recreation Assistant
-	2499	Recreation Instructor
-	2421-A	Residential Camp Counselor
-	2421-B	Residential Camp Counselor
-	2421-C	Residential Camp Counselor
-	2409	Seasonal Pool Manager I
-	2408	Seasonal Pool Manager II
-	3181	Security Officer

**D. AS-NEEDED POSITIONS continued**

<u>No.</u>	<u>Code</u>	<u>Classification</u>
-	2427-A	Senior Residential Camp Counselor
-	2427-B	Senior Residential Camp Counselor
-	2427-C	Senior Residential Camp Counselor
-	2427-D	Senior Residential Camp Counselor
-	2415	Special Program Assistant II
-	2416	Special Program Assistant III
-	1502	Student Professional Worker
-	1501	Student Worker
-	1131-1	Swimming Pool Clerk I
-	1131-2	Swimming Pool Clerk II
-	0849	Telescope Demonstrator
-	0710-A	Theater Technician
-	0710-B	Theater Technician
-	0710-C	Theater Technician
-	0710-D	Theater Technician

**E. SUBSTITUTE POSITIONS**

<b><u>No.</u></b>	<b><u>Code</u></b>	<b><u>Classification &amp; Location</u></b>
2	2493-1	Aquarium Educator I – Cabrillo Aquarium
1	2419	Aquatic Director – Aquatics Division
2	2423-1	Aquatic Facility Manager I (1) Summer Upgrade for Peck Pool (1) Yosemite Pool
4	2423-2	Aquatic Facility Manager II (1) Summer Upgrade (1) Glassell Pool (1) Hubert Humphrey Pool (1) Peck Pool
13	2423-3	Aquatic Facility Manager III – Summer Upgrade
1	7244-1	Building Civil Engineer I – Planning
1	3194-2	Building Construction and Maintenance General Superintendent II – Citywide
1	3338	Building Repairer Supervisor – Griffith Observatory
1	3346	Carpenter Supervisor – Metro Carpentry
1	3351	Cement Finisher Worker – Metro Fence Crew
1	5927	Chief Building Operating Engineer – Greek Theatre/ Griffith Observatory
1	3127-2	Construction and Maintenance Supervisor – Griffith Observatory
1	7525-2	Electrical Engineering Associate II – Planning
1	1702-2	Emergency Management Coordinator II – Emergency Preparedness
2	1117-2	Executive Administrative Assistant (1) Executive Office (1) Finance
1	3393	Locksmith – Valley Carpentry
8	9184-2	Management Analyst II (1) Admin Resources (1) Finance (1) Metro Region (4) Partnerships (1) Planning and Development
2	3773	Mechanical Repairer – Citywide
2	3731	Mechanical Repair General Supervisor – Citywide
2	3423	Painter – Metro Painting
1	1714-2	Personnel Director II – Human Resources
2	2464-2	Principal Recreation Supervisor II (1) Aquatics (1) Expo Center
1	2469	Recreation Coordinator – LA Youth Athletic Club
1	3478	Roofer Supervisor – Citywide
1	1368	Senior Administrative Clerk – Board Office
1	3864	Senior Electrician – Citywide Electrical

**E. SUBSTITUTE POSITIONS continued**

<u>No.</u>	<u>Code</u>	<u>Classification &amp; Location</u>
3	9171-1	Senior Management Analyst I (1) Concessions (1) Contracts (1) Grants
1	9167-1	Senior Personnel Analyst I – Human Resources
1	1597-2	Senior Systems Analyst II – Information Technology
1	1596-2	Systems Analyst II – Information Technology
1	3796	Welder – Citywide
<u>62</u>		



**F. IN-LIEU POSITIONS**

<b>No.</b>	<b>Code</b>	<b>Classification &amp; Location</b>
6	1358	Administrative Clerk (4) Finance (2) Human Resources
1	7926-1	Architectural Associate I – Planning
36	3142	Assistant Gardener – Grounds Maintenance
1	3333-1	Building Repairer I – Citywide Facility Repair
1	7237-D	Civil Engineer/PM III – Planning
1	7310-1	Environmental Specialist I – Planning
1	7304-2	Environmental Supervisor II – Planning
1	3525	Equipment Operator – Citywide Irrigation
1	7933-1	Landscape Architectural Associate I – Planning
2	3112	Maintenance Laborer (1) Citywide Flooring (1) Playground Installation
12	1539	Management Assistant (1) Citywide Facility Repair (4) Finance (1) Golf (2) Grants (1) Maintenance (1) Partnerships (2) Planning
12	1360	Office Services Assistant – various
12	1101X	Office Trainee Administrative Clerk – various
1	1731-2	Personnel Analyst II – Human Resources
12	2469	Recreation Coordinator (1) Augustus Hawkins (1) Carlin G. Smith (1) Elysian Valley (1) Green Meadows (1) Harbor City (1) Hoover (1) Lemon Grove (2) Lincoln Heights (1) Poinsettia (1) Toberman (1) Trinity
5	2434	Recreation Facility Director (1) Algin Sutton (1) Central (1) Costello (1) Highland (1) Queen Anne
1	3476	Roofer – Citywide Roofing
2	1523-1	Senior Accountant I – Finance

**F. IN-LIEU POSITIONS continued**

<u>No.</u>	<u>Code</u>	<u>Classification &amp; Location</u>
1	9171-1	Senior Management Analyst I – Finance
1	3772	Senior Mechanical Repairer – Citywide Pool Repair
1	2446-1	Senior Recreation Director I – Westwood
1	3424	Senior Painter – Citywide Facility Repair
1	7957-4	Structural Engineering Associate IV – Planning
1	3114	Tree Surgeon – Grounds Maintenance
3	1576-4	Transitional Worker (1) Expo (1) Grants Admin (1) Maritime Museum
<u>36</u>	3113-G	Vocational Worker Gardener Caretaker – Grounds Maintenance
<b>153</b>		

**F. IN-LIEU POSITIONS continued**

POSITION IN-LIEU	OF REGULAR AUTHORITY POSITION
Administrative Clerk (3)	Senior Administrative Clerk (3)
Administrative Clerk (3)	Accounting Clerk (3)
Architectural Associate I	Landscape Architectural Associate III
Assistant Gardener (36)	Gardener Caretaker (36)
Building Repairer I	Building Repairer II
Civil Engineer/PM III	Senior Civil Engineer/PM III
Environmental Specialist I	Environmental Specialist III
Environmental Supervisor II	Truck Operator
Equipment Operator	Power Shovel Operator
Landscape Architectural Associate II	Landscape Architectural Associate III
Maintenance Laborer (2)	Maintenance & Construction Helper (2)
Management Assistant (3)	Management Analyst I (3)
Management Assistant (8)	Management Analyst II (8)
Management Assistant	Senior Administrative Clerk
Office Services Assistant (12)	Administrative Clerk (12)
Office Trainee Administrative Clerk (12)	Administrative Clerk (12)
Personnel Analyst II	Senior Personnel Analyst I
Recreation Coordinator (12)	Recreation Facility Director (12)
Recreation Facility Director (4)	Senior Recreation Director I (4)
Recreation Facility Director (1)	Senior Recreation Director II (1)
Roofer	Senior Roofer
Senior Accountant I (2)	Senior Accountant II (2)
Senior Management Analyst I	Senior Management Analyst II
Senior Mechanical Repairer	Mechanical Repair Supervisor
Senior Painter	Equipment Operator
Senior Recreation Director I	Senior Recreation Director II
Structural Engineering Associate IV	Civil Engineer
Transitional Worker	Administrative Clerk
Transitional Worker	Park Services Attendant II
Transitional Worker	Recreation Coordinator
Tree Surgeon	Senior Gardener
Vocational Worker Gardener Caretaker (36)	Gardener Caretaker (36)

**G. GOLF SPECIAL FUNDED POSITIONS**

<u>No.</u>	<u>Code</u>	<u>Classification</u>
1	1513-2	Accountant II
1	1358	Administrative Clerk
1	1549-2	Financial Analyst II
40	3141	Gardener Caretaker
1	2458	Golf Manager
1	2457	Golf Operations Supervisor
23	2453	Golf Starter
8	2479-1	Golf Starter Supervisor I
2	2479-2	Golf Starter Supervisor II
7	3913	Irrigation Specialist
5	3523	Light Equipment Operator
2	9184-2	Management Analyst II
9	3145	Park Maintenance Supervisor
1	3147-2	Principal Grounds Maintenance Supervisor II
1	3116	Secretary
35	3143	Senior Gardener
2	3146	Senior Park Maintenance Supervisor
1	2446-1	Senior Recreation Director I
1	1596-2	Systems Analyst II
<b>142</b>		

**H. OTHER SPECIAL FUNDED POSITIONS**

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
2	1358	Administrative Clerk (1) Film Office – Film Permit Fees (1) Pershing Square – Pershing – Parking Fees
13	1513	Accountant (1) Appropriations – MRP (1) Grants – MRP (2) Planning – Quimby Fees (7) Regions and Finance Division – MRP (2) Revenue Accounting – MRP
10	1223	Accounting Clerk (2) Revenue Accounting – MRP (1) Cashier – MRP

		(3) MRP Accounting – MRP
		(6) Timekeeping/Payroll – MRP
1	1358	Administrative Clerk – Greek Theatre – Event Fees
2	2423-1	Aquatic Facility Manager I – Hansen Dam Swim Lake – Prop A
1	2423-2	Aquatic Facility Manager II – Hansen Dam Swim Lake – Prop A
1	2423-3	Aquatic Facility Manager III – Hansen Dam Swim Lake – Prop A
2	1517-1	Auditor I – Auditing – MRP
1	1517-2	Auditor II – MRP
1	3344	Carpenter – Pacific Carpentry – Prop A
1	7246-4	Civil Engineering Associate IV – Planning – Quimby Fees
2	3863	Electrician
		(1) Pacific Electrical – Prop A
		(1) Citywide Electrical – Prop A
9	3141	Gardener Caretaker
		(1) Expo Center – Prop A
		(6) Hansen Dam Swim Lake – Prop A
		(2) Pershing Square – Park Maintenance
1	3523	Light Equipment Operator – Hansen Dam Maintenance – Prop A
9	9184	Management Analyst
		(1) Accounting – MRP
		(2) Admin Resources – MRP
		(2) Concessions – MRP
		(1) Office Services – MRP
		(2) Planning – Quimby Fees
		(1) Summer Nutrition Program – Grant
1	3773	Mechanical Repairer – Citywide Pool Maintenance – Prop A
1	3145	Park Maintenance Supervisor – Film Office – Film Permit Fees
1	2464-1	Principal Recreation Supervisor I – Greek Theatre – Event Fees
7	2412-2	Park Services Attendant II
		(4) Film Office – Film Permit Fees
		(1) Park Services – Tennis Fees
		(2) Sherman Oaks Castle – MRP

**H. OTHER SPECIAL FUNDED POSITIONS continued**

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
1	2424	Principal Park Services Attendant – Park Services
1	1431-3	Programmer Analyst III – Information Technology – MRP
1	1431-5	Programmer Analyst V – Information Technology – MRP
1	1537	Project Coordinator – Finance – Measure A
8	2469	Recreation Coordinator
		(1) Cheviot Hills – MRP
		(1) Encino – MRP
		(1) Mar Vista – MRP
		(1) Palms – MRP
		(1) Pan Pacific – MRP
		(1) Pershing Square – Parking Fees
		(1) Woodland Hills – MRP
		(1) Van Nuys/Sherman Oaks – MRP
6	2434	Recreation Facility Director

		(1) Bogdanovich – MRP
		(1) Carlin G. Smith – MRP
		(1) Encino – MRP
		(1) Palms – MRP
		(1) Studio City – MRP
		(1) Van Nuys/Sherman Oaks – MRP
1	2460	Recreation Supervisor – Valley Region – MRP
1	1530-2	Risk Manager II – Human Resources – MRP
1	1523-1	Senior Accountant I – Revenue Accounting – MRP
2	1523-2	Senior Accountant II – Accounting – MRP
4	1368	Senior Administrative Clerk
		(1) Admin Resources – MRP
		(1) Park Services – Tennis Fees
		(2) Personnel – MRP
2	3143	Senior Gardener
		(1) Pershing Square – Park Maintenance
		(1) Sherman Oaks Castle Park – MRP
1	9171-1	Senior Management Analyst I – Finance – CDBG
1	9171-2	Senior Management Analyst II – Planning – Quimby Fees
1	1538	Senior Project Coordinator – Finance – Measure A
4	2422	Senior Park Services Attendant
		(1) Greek Theatre – Parking Fees
		(1) Observatory – Observatory Surcharge
		(1) Park Services – Admin – MRP
		(1) Region Operations – 9130 Account, Film Surcharge
2	2446-1	Senior Recreation Director I
		(1) Pershing Square – Parking Fees
		(1) Youth & Nutrition – CDBG

**H. OTHER SPECIAL FUNDED POSITIONS continued**

<u>No.</u>	<u>Code</u>	<u>Classification/Location/Funding</u>
5	2446-2	Senior Recreation Director II
		(1) Cheviot Hills – MRP
		(1) Mar Vista – MRP
		(1) Pan Pacific – MRP
		(1) Peck Park – MRP
		(1) Woodland Hills – MRP

**I. HIRING HALL EXEMPT POSITIONS**

<b><u>No.</u></b>	<b><u>Code</u></b>	<b><u>Classification</u></b>
-	0855	Air Conditioning Mechanic
-	0857	Cabinet Maker
-	0858	Carpenter
-	0858-A	Carpenter Apprentice (1st period)
-	0858-B	Carpenter Apprentice (2nd period)
-	0858-C	Carpenter Apprentice (3rd period)
-	0858-D	Carpenter Apprentice (4th period)
-	0858-E	Carpenter Apprentice (5th period)
-	0858-F	Carpenter Apprentice (6th period)
-	0858-G	Carpenter Apprentice (7th period)
-	0858-H	Carpenter Apprentice (8th period)
-	0859	Carpet Layer
-	0860-1	Cement Finisher I
-	0860-2	Cement Finisher II
-	0858-Z	City Craft Assistant
-	0861-1	Communications Electrician I
-	0861-2	Communications Electrician II
-	0862	Electrical Craft Helper

-	0863	Electrical Mechanic
-	0864	Electrical Repairer
-	0865	Electrician
-	0868	Glazier
-	0869	Masonry Worker
-	0895-A	Operating Engineers-Surveyor-Group I
-	0870	Painter
-	0871	Pile Driver Worker
-	0872-1	Pipefitter I (2nd year apprentice)
-	0872-2	Pipefitter II (5th year apprentice)
-	0872-3	Pipefitter III (Journey level)
-	0873	Plasterer
-	0874-A	Plumber I (2nd year apprentice)
-	0874-B	Plumber I (3rd year apprentice)
-	0874-C	Plumber I (4th year apprentice)
-	0874-D	Plumber I (5th year apprentice)
-	0874-2	Plumber II (Plumber)
-	0875	Roofer
-	0876	Sheet Metal Worker
-	0878	Sign Painter
-	0880-1	Title Setter I
-	0880-2	Title Setter II

**SECTION 2: ADOPTION OF LOS ANGELES ADMINISTRATIVE CODE: IN-LIEU  
AUTHORITY: FILLING VACANT POSITIONS**

1. Upon the approval of the General Manager of the Department of Recreation and Parks, a greater number of persons than specified in this Personnel Resolution for any class of position may be employed therein only to the extent, however, that at no time should the total number of persons employed exceed the total number of positions herein authorized.
2. The Personnel Authority contained in this resolution shall be limited by the amount of money available on the records of the Controller of the City of Los Angeles for the payment of salaries and wages in the Department of Recreation and Parks.
3. The General Manager of the Department of Recreation and Parks shall have the authority to fill each and every vacated position in the Department of Recreation and Parks at such time and in such manner as to the best advantage of the Department of Recreation and Parks.
4. The General Manager of the Department of Recreation and Parks shall have the authority to abolish regular, as-needed, substitute, in-lieu, special funded, and hiring hall exempt craft positions, as established by the Board of Recreation and Park Commissioners in the Personnel Resolution, that the General Manager deems necessary in order to meet the fiscal and management requirements that develop during the 2017-18 fiscal year.



5. The General Manager of the Department of Recreation and Parks shall have the authority to correct any clerical, typographical, or printing errors in this document.
6. The General Manager of the Department of Recreation and Parks shall have the authority to approve Saturday, Sunday, and holiday work as part of a regular workweek.
7. The General Manager of the Department of Recreation and Parks shall have the authority to enter into work-study program agreements with approved colleges and universities provided the Department of Recreation and Parks is reimbursed for a portion of the salary paid to students in the work-study program.
8. For employees of the Department of Recreation and Parks, a daily rate and half-day salary rate as contained in L.A.A.C., Section 4.61, Schedule A, is defined as follows:

Half-Day - Less than eight (8) hours worked before midnight on any one (1) day.

Full Day - Eight (8) or more hours worked before midnight on any one (1) day.

**SECTION 3: MEMORANDA OF UNDERSTANDING**

Memoranda of Understanding approved by the City Council shall be considered to be incorporated into this Resolution where appropriate. Salaries established under approved Memoranda of Understanding shall apply to all classes of employees therein noted. The provisions of each of the Memoranda of Understanding shall take precedence over any conflicting provision contained in this Resolution but only for those employees in classes within Units to which various Memoranda of Understanding apply.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Armando X. Bencomo, Board Secretary

Resolution No. \_\_\_\_\_

**BOARD REPORT**

NO. 17-146

DATE June 21, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER – DONATION FROM THE FRIENDS OF EXPO CENTER FOR 2017 SUMMER CAMP SCHOLARSHIPS

*A.P. Diaz _____	V. Israel _____
R. Barajas _____	N. Williams _____
H. Fujita _____	

*Ramon Barajas for*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATION

Accept a donation in the amount of One Hundred Twelve Thousand, Five Hundred Dollars (\$112,500.00) from the Friends of EXPO Center for scholarship assistance for the 2017 Summer Youth Camp Programs and give appropriate recognition to the donor.

SUMMARY

The Friends of EXPO Center was established as a 501(c) organization in 1998 to develop the site of the 1932 Los Angeles Olympic Swimming Stadium and construct a state-of-the-art recreational and community center. Today, a thirty-two (32) member volunteer board comprised of community and business leaders continues to provide strategic support and fiscal assistance to EXPO Center.

EXPO Center will receive One Hundred Twelve Thousand, Five Hundred Dollars (\$112,500.00) from the Friends of EXPO Center to be used to offer approximately 1,500 scholarships to the 2017 Summer Youth Camp Programs (Camp) to families that complete an application and qualify to receive assistance based on their financial situation. Scholarships are given out on a first come, first served weekly basis to families that meet the qualifications.

FISCAL IMPACT STATEMENT

Acceptance of this donation results in no fiscal impact to the Department of Recreation and Parks' General Fund, except for unknown savings, as donations may offset some expenditures. Without this donation, Camp attendance would be much lower than the levels we have been able to achieve.

The funds will be deposited into EXPO Center Donation Account Fund 302 Department 89 Account 89837M.

This Report was prepared by Belinda Jackson, Executive Director, EXPO Center.



**BOARD REPORT**

NO. 17-147

DATE June 21, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VARIOUS PROPOSITION K RELATED JOINT USE SITES – RESCISSION OF UNFUNDED JOINT-USE AGREEMENTS WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT

* AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

*Ramon Barajas for*

General Manager

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

RECOMMENDATION

Rescind the Board of Recreation and Park Commissioners' prior approval of nineteen (19) unfunded Proposition K related joint-use agreements with the Los Angeles Unified School District that were never effectuated or utilized, as described in this Report.

SUMMARY

The Los Angeles Unified School District (LAUSD) and the City of Los Angeles Department of Recreation and Parks (RAP) have a long-standing, working relationship for the shared-use of school and park facilities Citywide for purposes of providing additional recreational opportunities to the public. Through this relationship, RAP has entered into various Proposition K related joint-use agreements (JUA) with LAUSD in order for LAUSD to be eligible for grant funding consideration. The Proposition K Grant process requires that entities applying for grant consideration must also commit to providing public access to the recreational amenities upon completion of the subject improvements if such grant funds are awarded. LAUSD complies with this requirement by entering into a JUA with RAP. However, if LAUSD is not awarded the grant, or if for any reason the project is not implemented, the particular JUA associated with the proposed Proposition K project becomes moot.

In order to update respective JUA records, LAUSD and RAP researched and reconciled their respective inventory of JUAs to verify and confirm which JUAs should be removed from each agency's inventory due to the projects associated with the JUAs not being funded by Proposition K and never being effectuated.

## BOARD REPORT

PG. 2 NO. 17-147

The following list consists of those sites RAP and LAUSD determined should be removed from each agency's JUA inventory. In these cases, JUAs were executed but not utilized, as the required grant funds for each project were not awarded. RAP staff therefore recommends that the Board rescind its prior approval(s) of nineteen (19) JUAs related to the school sites listed below, and that these joint-use sites be formally removed from RAP's inventory.

1) Thomas Starr King Middle School	executed 06/04/1998
2) James Monroe High School	executed 06/04/1998
3) Sylmar High School	executed 06/04/1998
4) Cleveland High School	executed 06/04/1998
5) Narbonne High School	executed 06/04/1998
6) Woodlake Avenue Elementary School	executed 09/24/1999
7) Virgil Middle School	executed 09/24/1999
8) Olive Vista Middle School	executed 09/24/1999
9) Mount Washington Elementary School	executed 09/24/1999
10) Birmingham High School	executed 09/24/1999
11) Welby Way School	executed 09/24/1999
12) Verdugo Hills High School	executed 09/24/1999
13) Pomelo Drive School	executed 09/24/1999
14) Sylvan Park Children's Center	executed 09/24/1999
15) Fremont High School	executed 09/24/1999
16) Reseda High School	executed 09/24/1999
17) Franklin High School	executed 03/15/2006
18) Crenshaw High School	executed 11/28/2007
19) Virgil Middle School	executed 10/27/2009

With the removal of the above JUAs from its inventory, RAP will have thirty (30) existing JUAs with LAUSD remaining on record.

### FISCAL IMPACT STATEMENT

The Board's rescission of prior JUA approval(s) and removal of such JUA sites from the RAP JUA inventory, will have no fiscal impact on RAP's General Fund.

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

**BOARD REPORT**

NO. 17-148

DATE June 21, 2017

C.D. 12

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CHATSWORTH PARK SOUTH – PARK ENHANCEMENTS (PRJ21126) PROJECT – ALLOCATION OF QUIMBY FEES – CONSIDERATION OF A MITIGATED NEGATIVE DECLARATION (CPRC § 21080) APPROVED BY THE BOARD OF PARK COMMISSIONERS OF THE CITY OF LOS ANGELES ON JUNE 5, 2013

AP Diaz	_____	V. Israel	_____
*R. Barajas	<u>SD</u>	N. Williams	_____
H. Fujita	_____		

*for*

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Five Hundred Thousand Dollars (\$500,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Chatsworth Park South Account No. 89460K-CT;
2. Approve the allocation of Five Hundred Thousand Dollars (\$500,000.00) in Quimby Fees from Chatsworth Park South Account No. 89460K-CT for the Chatsworth Park South – Park Enhancements (PRJ21126) Project (Project);
3. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,
4. Find, pursuant to State California Environmental Quality Act (CEQA) Guidelines, in consideration of the whole of the administrative record, that the environmental effects of the proposed Project have been adequately assessed in the previously certified Mitigated Negative Declaration (MND), and a Mitigation Monitoring and Reporting Program (MMRP) for the Chatsworth Park South Remedial Action Plan (NG-13-075-RP); and no subsequent MND, Negative Declaration, addendum or other CEQA analysis is required for approval of the Project.

## BOARD REPORT

PG. 2 NO. 17-148

### SUMMARY

Chatsworth Park South is located at 22360 Devonshire Street in the Chatsworth area of the City. This 73.07-acre park provides a variety of services and amenities to the community, including a recreation center, play area, and outdoor open space. Additionally, the Minnie Hill Palmer House / Homestead Acre, City of Los Angeles Historic-Cultural Monument No. 113, is located at this site. Approximately six hundred seventy-four (674) residents live within a one-half mile walking distance of Chatsworth Park South. Due to the facilities, features, programs, and services it provides, Chatsworth Park South meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The scope of work for Project is for the development of landscaping and infrastructure to capture and retain storm water.

RAP staff estimates the Project will cost approximately Five Hundred Thousand Dollars (\$500,000.00).

### PROJECT FUNDING

Upon approval of this Report, Five Hundred Thousand Dollars (\$500,000.00) in Quimby Fees from the Quimby Fees Interest Account No. 89460K-00 can be transferred to the Chatsworth Park South Account No. 89460K-CT and allocated to the Project.

The total funding available for the Project would be Five Hundred Thousand Dollars (\$500,000.00).

The Quimby Fees were collected within five miles of Chatsworth Park South, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

### FUNDING SOURCE MATRIX

<b>Source</b>	<b>Fund/Dept/Acct</b>	<b>Amount</b>	<b>Percentage</b>
Quimby Fees	302/89/89460K-CT	\$500,000.00	100%
<b>Total</b>		\$500,000.00	100%

### PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Project.



## BOARD REPORT

PG. 3 NO. 17-148

Construction of the Project is currently anticipated to begin in August 2017.

### TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Chatsworth Park South. No new trees or new shade are proposed to be added to Chatsworth Park South as a part of this Project.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project is part of the Chatsworth Park South Remedial Action Plan for the remediation of lead contamination, approved by the Department of Toxic Substance Control on July 23, 2013. RAP staff has determined that the proposed landscape and infrastructure improvements are part of the approved Remedial Action Plan previously evaluated for environmental impacts in the Mitigated Negative Declaration (MND) approved by the Board of Park Commissioners on June 5, 2013 (Report No. 13-155). A Notice of Determination filed with the Los Angeles County Clerk occurred on June 6, 2013. The proposed improvements are consistent with the approved remediation alternative, and do not constitute a substantial change in the scope of the Remedial Action Plan. The Project, with respect to the circumstances under which it is undertaken, is not substantially different. Consequently, there are no new significant environmental effects, or substantially more severe environmental effects to those previously examined in the MND. In addition, there are no new mitigations required that would substantially reduce one or more significant effects. Therefore, no major revisions to the MND, a subsequent or supplemental Negative Declaration, addendum or other CEQA analysis is required for approval of the Project.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General fund.

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance, and Construction Branch.



**BOARD REPORT**

**NO. 17-149**

**DATE June 21, 2017**

**C.D. 11**

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** VENICE BEACH – PIER REFURBISHMENT (PRJ20587) PROJECT – ACCEPTANCE OF VARIOUS COMPLETED PROJECTS; BARRINGTON RECREATION CENTER – BASKETBALL COURT RENOVATION (PRJ20668) PROJECT, BARRINGTON RECREATION CENTER – FENCING AND PARKING LOT IMPROVEMENTS (PRJ90011) PROJECT, DEL REY LAGOON – CHILDREN’S PLAY AREA AND RESTROOM (PRJ1272B) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER – BUILDING IMPROVEMENTS (PRJ1589M) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER – BUILDING REHABILITATION (PRJ20385) PROJECT, FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER – BUILDING REHABILITATION (PRJ20385) PROJECT, MAR VISTA RECREATION CENTER – BALL FIELD IMPROVEMENTS (PRJ20798) PROJECT, PALISADES RECREATION CENTER – BUILDING IMPROVEMENTS (PRJ1545B) PROJECT, PALISADES RECREATION CENTER – INDOOR AND OUTDOOR PARK IMPROVEMENTS (PRJ20659) PROJECT, PENMAR RECREATION CENTER – SPORTS FIELD RENOVATIONS (PRJ1312B) PROJECT, PENMAR RECREATION CENTER – RECREATION CENTER AND CHILDCARE CENTER BUILDING IMPROVEMENTS (PRJ1589C) PROJECT, PENMAR RECREATION CENTER – TENNIS AND BASKETBALL COURT IMPROVEMENTS (PRJ1393S) PROJECT, RUSTIC CANYON RECREATION CENTER – FACILITY ENHANCEMENT – PHASE III (PRJ20020) PROJECT, STONER RECREATION CENTER – NEW SKATE PARK (PRJ1204B) PROJECT, STONER RECREATION CENTER – SPORTS FIELD RENOVATION (PRJ1311B) PROJECT, STONER RECREATION CENTER – POOL AND BATHHOUSE IMPROVEMENTS (PRJ1551B) PROJECT, VENICE BEACH – OCEAN FRONT WALK ACCESS IMPROVEMENTS (PRJ20883) PROJECT, VENICE BEACH – OCEAN FRONT WALK IMPROVEMENTS (PRJ20636) PROJECT, WESTCHESTER RECREATION CENTER – BUILDING AND PLAY AREA IMPROVEMENTS (PRJ1546B) PROJECT, WESTCHESTER RECREATION CENTER – OUTDOOR PARK IMPROVEMENTS (PRJ20813) PROJECT, WESTMINSTER PARK – NEW ROOF AT SAN JUAN GARAGE (PRJ1400H) PROJECT); CANCELLATION OF VENICE HIGH SCHOOL POOL – ROOF RENOVATION (PRJ20936) PROJECT; REALLOCATION OF UNEXPENDED QUIMBY ANZONE CHANGE FEES – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) [REPAIR, AND MINOR ALTERATION OF EXISTING WHARVES AND WALKWAYS]

BOARD REPORT

PG. 2 NO. 17-149

AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_

*fur* \*R. Barajas CSD N. Williams \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Take the following actions regarding Barrington Recreation Center – New Recreation Center (PRJ1653A) Project;
  - A. Approve the reallocation of Nine Hundred, Fourteen Thousand Forty-One Dollars and Thirty-Four Cents (\$914,041.34) in Quimby Fees, currently allocated to the Barrington Recreation Center – New Recreation Center (PRJ1653A) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Nine Hundred Fourteen Thousand, Forty-One Dollars and Thirty-Four Cents (\$914,041.34) from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE;
2. Take the following actions regarding Barrington Recreation Center – Play Area Renovation (PRJ20800) Project;
  - A. Approve the reallocation of One Hundred Two Thousand, Seven Hundred Forty-One Dollars and Ninety-Four Cents (\$102,741.94) in Quimby Fees, currently allocated to the Barrington Recreation Center – Play Area Renovation (PRJ20800) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of One Hundred Two Thousand, Seven Hundred Forty-One Dollars and Ninety Four Cents (\$102,741.94) from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE;

BOARD REPORT

PG. 3 NO. 17-149

3. Take the following actions regarding Barrington Recreation Center – Basketball Court Renovation (PRJ20668) Project;
  - A. Accept the work performed for the Barrington Recreation Center - Basketball Court Renovation (PRJ20668) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Fifty-Four Thousand, Four Hundred Thirty-Six Dollars and Eighty-Eight Cents (\$54,436.88) in Quimby Fees, currently allocated to the Barrington Recreation Center – Basketball Court Renovation (PRJ20668) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Fifty-Four Thousand, Four Hundred Thirty-Six Dollars and Eighty-Eight Cents (\$54,436.88) from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE;
4. Take the following actions regarding Barrington Recreation Center – Fencing and Parking Lot Improvements (PRJ90011) Project; and,
  - A. Accept the work performed for the Barrington Recreation Center – Fencing and Parking Lot Improvements (PRJ90011) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Seven Hundred Thirty-Four Dollars and Sixty Five Cents (\$734.65) in Quimby Fees, currently allocated to the Barrington Recreation Center – Fencing and Parking Lot Improvements (PRJ90011) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Seven Hundred Thirty Four Dollars and Sixty Five Cents (\$734.65) from Barrington Recreation Center Account No. 89460K-BE to Venice Beach Account No. 89460K-VE;
5. Take the following actions regarding Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project;
  - A. Accept the work performed for the Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;

BOARD REPORT

PG. 4 NO. 17-149

- B. Approve the reallocation of Fifty-Two Thousand, Nine Hundred Fifty-Four Dollars and Ninety-Four Cents (\$52,954.94) in Quimby Fees, currently allocated to the Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Approve the reallocation of Four Dollars and Eighty-Three Cents (\$4.83) in Quimby Fees, currently allocated to the Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project;
  - D. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Fifty-Two Thousand, Nine Hundred Fifty-Four Dollars and Ninety-Four Cents (\$52,954.94) from Del Rey Lagoon Account No. 89460K-DR to Venice Beach Account No. 89460K-VE;
  - E. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Four Dollars and Eighty-Three Cents (\$4.83) from Del Rey Lagoon Account No. 89460K-DR to Del Rey Lagoon Account No. 89440K-DR;
6. Take the following actions regarding Felicia Mahood Senior Multipurpose Center – Building Improvements (PRJ1589M) Project;
- A. Accept the work performed for Felicia Mahood Senior Multipurpose Center – Building Improvements (PRJ1589M) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Twenty-Seven Thousand, Ninety-Three Dollars and Fifty Cents (\$27,093.50) in Quimby Fees, currently allocated to the Felicia Mahood Senior Multipurpose Center – Building Improvements (PRJ1589M) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Twenty-Seven Thousand, Ninety-Three Dollars and Fifty Cents (\$27,093.50) from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF to Venice Beach Account No. 89460K-VE;
7. Take the following actions regarding Felicia Mahood Senior Multipurpose Center – Building Rehabilitation (PRJ20385) Project;
- A. Accept the work performed for Felicia Mahood Senior Multipurpose Center – Building Rehabilitation (PRJ20385) Project, constructed RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Thirteen Thousand, Twelve Dollars and Ninety Cents (\$13,012.90) in Quimby Fees, currently allocated to the Felicia Mahood Senior Multipurpose Center – Building Rehabilitation (PRJ20385) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;

BOARD REPORT

PG. 5 NO. 17-149

- C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Thirteen Thousand, Twelve Dollars and Ninety Cents (\$13,012.90) from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF to Venice Beach Account No. 89460K-VE;
8. Take the following actions regarding Glen Alla Park – Outdoor Improvements (PRJ1339A) Project;
    - A. Approve the reallocation of Six Hundred Thirty- Four Thousand, Four Hundred Twenty-Two Dollars and Ninety Cents (\$634,422.90) in Zone Change Fees, currently allocated to the Glen Alla Park – Outdoor Improvements (PRJ1339A) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
    - B. Approve the reallocation of Two Hundred Ninety-Four Thousand, Three Hundred Fifteen Dollars and Six Cents (\$294,315.06) in Quimby Fees, currently allocated to the Glen Alla Park – Outdoor Improvements (PRJ1339A) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Zone Changes Fees in the amount of Six Hundred Thirty-Four Thousand, Four Hundred Twenty-Two Dollars and Ninety Cents (\$634,422.90) from Glen Alla Park Account No. 89440K-MB to Venice Beach Account No. 89460K-VE;
    - D. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Two Hundred Ninety-Four Thousand, Three Hundred Fifteen Dollars and Six Cents (\$294,315.06) from Glen Alla Park Account No. 89460K-MB to Venice Beach Account No. 89460K-VE;
  9. Take the following actions regarding Mar Vista Recreation Center – Ball Field Improvements (PRJ20798) Project;
    - A. Accept the work performed for Mar Vista Recreation Center – Ball Field Improvements (PRJ20798) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
    - B. Approve the reallocation of Twelve Thousand, For Hundred Forty-Nine Dollars and Ninety One Cents (\$12,449.91) in Quimby Fees, currently allocated to the Mar Vista Recreation Center – Ball Field Improvements (PRJ20798) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Twelve Thousand, For Hundred Forty-Nine Dollars and Ninety One Cents (\$12,449.91) from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE;

BOARD REPORT

PG. 6 NO. 17-149

10. Take the following actions regarding Mar Vista Recreation Center – Lighting Rehabilitation (PRJ20528) Project;
  - A. Approve the reallocation of Four Thousand, Nine Hundred Sixty-Eight Dollars and Forty Six Cents (\$4,968.46) in Quimby Fees, currently allocated to the Mar Vista Recreation Center – Lighting Rehabilitation (PRJ20528) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Four Thousand, Nine Hundred Sixty-Eight Dollars and Forty-Six Cents (\$4,968.46) from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE;
11. Take the following actions regarding Mar Vista Recreation Center – Outdoor Improvements (PRJ1310B) Project;
  - A. Approve the reallocation of One Thousand, Seven Hundred (\$1,700.00) in Quimby Fees, currently allocated to the Mar Vista Recreation Center – Outdoor Improvements (PRJ1310B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of One Thousand, Seven Hundred (\$1,700.00) from Mar Vista Recreation Center Account No. 89460K-MR to Venice Beach Account No. 89460K-VE;
12. Take the following actions regarding Oakwood Recreation Center – Outdoor Improvements (PRJ1901B) Project;
  - A. Approve the reallocation of Five Thousand, One Hundred Forty-Six Dollars and Thirty-Seven Cents (\$5,146.37) in Quimby Fees, currently allocated to the Oakwood Recreation Center – Outdoor Improvements (PRJ1901B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Five Thousand, One Hundred Forty-Six Dollars and Thirty-Seven Cents (\$5,146.37) from Oakwood Recreation Center Account No. 89460K-OC to Venice Beach Account No. 89460K-VE
13. Take the following actions regarding Palisades Recreation Center – Building Improvements (PRJ1545B) Project;
  - A. Accept the work performed for Palisades Recreation Center – Building Improvements (PRJ1545B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;



BOARD REPORT

PG. 7 NO. 17-149

- B. Approve the reallocation of Nineteen Thousand, Two Hundred Seven Dollars and Eighteen Cents (\$19,207.18) in Quimby Fees, currently allocated to the Palisades Recreation Center – Building Improvements (PRJ1545B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Nineteen Thousand, Two Hundred Seven Dollars and Eighteen Cents (\$19,207.18) from Palisades Recreation Center Account No. 89460K-PL to Venice Beach Account No. 89460K-VE;
14. Take the following actions regarding Palisades Recreation Center – Indoor and Outdoor Park Improvements (PRJ20659) Project;
- A. Accept the work performed for Palisades Recreation Center – Indoor and Outdoor Park Improvements (PRJ20659) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Seventy-Three Thousand, Three Hundred Ninety Dollars and Sixty Cents (\$73,390.60) in Quimby Fees, currently allocated to the Palisades Recreation Center – Indoor and Outdoor Park Improvements (PRJ20659) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Seventy-Three Thousand, Three Hundred Ninety Dollars and Sixty Cents (\$73,390.60) from Palisades Recreation Center Account No. 89460K-PL to Venice Beach Account No. 89460K-VE;
15. Take the following actions regarding Penmar Recreation Center – Sports Field Renovations (PRJ1312B) Project;
- A. Accept the work performed for Penmar Recreation Center – Sports Field Renovations (PRJ1312B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Four Hundred Ninety Thousand, Ninety-One Dollars and Sixty-Three Cents (\$490,091.63) in Quimby Fees, currently allocated to the Penmar Recreation Center – Sports Field Renovations (PRJ1312B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Four Hundred Ninety Thousand, Ninety-One Dollars and Sixty-Three Cents (\$490,091.63) from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE;

BOARD REPORT

PG. 8 NO. 17-149

16. Take the following actions regarding Penmar Recreation Center – Recreation Center and Childcare Center Building Improvements (PRJ1589C) Project;
  - A. Accept the work performed for Penmar Recreation Center – Recreation Center and Childcare Center Building Improvements (PRJ1589C) Project, constructed by the RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Two Hundred Eighty-Three Thousand, Sixty Hundred Sixty-Six Dollars and Eighty-Nine Cents (\$283,666.89) in Quimby Fees, currently allocated to the Penmar Recreation Center – Recreation Center and Childcare Center Building Improvements (PRJ1589C) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Two Hundred Eighty-Three Thousand, Sixty Hundred Sixty-Six Dollars and Eighty Nine Cents (\$283,666.89) from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE;
17. Take the following actions regarding Penmar Recreation Center – Tennis and Basketball Court Improvements (PRJ1393S) Project;
  - A. Accept the work performed for Penmar Recreation Center – Tennis and Basketball Court Improvements (PRJ1393S) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Eighty-Five Thousand, Four Hundred Forty-Seven Dollars and Thirty Cents (\$85,447.30) in Quimby Fees, currently allocated to the Penmar Recreation Center – Tennis and Basketball Court Improvements (PRJ1393S) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Eighty-Five Thousand, Four Hundred Forty-Seven Dollars and Thirty Cents (\$85,447.30) from Penmar Recreation Center Account No. 89460K-PD to Venice Beach Account No. 89460K-VE;
18. Take the following actions regarding Rustic Canyon Recreation Center – Facility Enhancement – Phase III (PRJ20020) Project;
  - A. Accept the work performed for Rustic Canyon Recreation Center – Facility Enhancement – Phase III (PRJ20020) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Fifty Thousand, Four Hundred Four Dollars and Thirty-Nine Cents (\$50,404.39) in Quimby Fees, currently allocated to the Rustic Canyon

BOARD REPORT

PG. 9 NO. 17-149

Recreation Center – Facility Enhancement – Phase III (PRJ20020) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;

- C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Fifty Thousand, Four Hundred Four Dollars and Thirty-Nine Cents (\$50,404.39) from Rustic Canyon Recreation Center Account No. 89460K-RB to Venice Beach Account No. 89460K-VE;
19. Take the following actions regarding Stoner Recreation Center – New Skate Park (PRJ1204B) Project;
    - A. Accept the work performed for Stoner Recreation Center – New Skate Park (PRJ1204B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
    - B. Approve the reallocation of Eight Hundred Forty Thousand, Eight Hundred Seventy-Five Dollars and Six Cents (\$840,875.06) in Quimby Fees, currently allocated to the Stoner Recreation Center – New Skate Park (PRJ1204B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Eight Hundred Forty Thousand, Eight Hundred Seventy-Five Dollars and Six Cents (\$840,875.06) from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE;
  20. Take the following actions regarding Stoner Recreation Center – Sports Field Renovation (PRJ1311B) Project;
    - A. Accept the work performed for Stoner Recreation Center – Sports Field Renovation (PRJ1311B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
    - B. Approve the reallocation of One Hundred Ninety-Six Thousand, One Hundred Forty-Three Dollars and Sixty-Nine Cents (\$196,143.69) in Quimby Fees, currently allocated to the Stoner Recreation Center – Sports Field Renovation (PRJ1311B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
    - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of One Hundred Ninety Six Thousand One Hundred Forty Three Dollars and Sixty Nine Cents (\$196,143.69) from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE;

BOARD REPORT

PG. 10 NO. 17-149

21. Take the following actions regarding Stoner Recreation Center – Building and Outdoor Improvements (PRJ1900B) Project;
  - A. Approve the reallocation of Thirty-Eight Thousand, Eight Hundred Sixteen Dollars and Sixty-Seven Cents (\$38,816.67) in Quimby Fees, currently allocated to the Stoner Recreation Center – Building and Outdoor Improvements (PRJ1900B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Thirty-Eight Thousand, Eight Hundred Sixteen Dollars and Sixty-Seven Cents (\$38,816.67) from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE;
  
22. Take the following actions regarding Stoner Recreation Center – Pool and Bathhouse Improvements (PRJ1551B) Project;
  - A. Accept the work performed for Stoner Recreation Center – Pool and Bathhouse Improvements (PRJ1551B) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Eighty-Four Thousand, Eight Hundred Four Dollars and Ninety-Two Cents (\$84,804.92) in Quimby Fees, currently allocated to the Stoner Recreation Center – Pool and Bathhouse Improvements (PRJ1551B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Eighty-Four Thousand, Eight Hundred Four Dollars and Ninety-Two Cents (\$84,804.92) from Stoner Recreation Center Account No. 89460K-SJ to Venice Beach Account No. 89460K-VE;
  
23. Take the following actions regarding Venice Beach – Ocean Front Walk Access Improvements (PRJ20883) Project;
  - A. Accept the work performed for Venice Beach – Ocean Front Walk Access Improvements (PRJ20883) Project, constructed RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Two Hundred Twenty-One Thousand, Three Hundred Seventy-Nine Dollars and Eighty-Five Cents (\$221,379.85) in Quimby Fees, currently allocated to the Venice Beach – Ocean Front Walk Access Improvements (PRJ20883) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;

BOARD REPORT

PG. 11 NO. 17-149

24. Take the following actions regarding Venice Beach – Ocean Front Walk Improvements (PRJ20636) Project;
  - A. Accept the work performed for Venice Beach – Ocean Front Walk Improvements (PRJ20636) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Four Thousand, Seven Hundred Twenty-Seven Dollars and Sixteen Cents (\$4,727.16) in Quimby Fees, currently allocated to the Venice Beach – Ocean Front Walk Improvements (PRJ20636) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  
25. Take the following actions regarding Venice High School Pool – Roof Renovation (PRJ20936) Project;
  - A. Cancel the Venice High School Pool – Roof Renovation (PRJ20936) Project;
  - B. Approve the reallocation of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) in Quimby Fees, currently allocated to the Venice High School Pool – Roof Renovation (PRJ20936) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) from Venice High School Pool Account No. 89460K-VH to Venice Beach Account No. 89460K-VE;
  
26. Take the following actions regarding Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project;
  - A. Accept the work performed for Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project, constructed by the RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Twenty-Four Thousand, Eight Hundred Nine Dollars and Fifty-Two Cents (\$24,809.52) in Quimby Fees, currently allocated to the Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Approve the reallocation of Ten Thousand, Nineteen Dollars and Twenty-Six Cents (\$10,019.26) in Zone Change Fees, currently allocated to the Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;

BOARD REPORT

PG. 12 NO. 17-149

- D. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Twenty-Four Thousand, Eight Hundred Nine Dollars and Fifty-Two Cents (\$24,809.52) from Westchester Recreation Center Account No. 89460K-WR to Venice Beach Account No. 89460K-VE;
  - E. Authorize the RAP Chief Accounting Employee to transfer Zone Change Fees in the amount of Ten Thousand Nineteen Dollars and Twenty-Six Cents (\$10,019.26) from Westchester Recreation Center Account No. 89440K-WR to Venice Beach Account No. 89460K-VE;
27. Take the following actions regarding Westchester Recreation Center – Outdoor Park Improvements (PRJ20813) Project;
- A. Accept the work performed for Westchester Recreation Center – Outdoor Park Improvements (PRJ20813) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Nineteen Thousand, Six Hundred Four Dollars and Sixty-Four Cents (\$19,604.64) in Quimby Fees, currently allocated to the Westchester Recreation Center – Outdoor Park Improvements (PRJ20813) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Nineteen Thousand, Six Hundred Four Dollars and Sixty-Four Cents (\$19,604.64) from Westchester Recreation Center Account No. 89460K-WR to Venice Beach Account No. 89460K-VE;
28. Take the following actions regarding Westminster Park – New Roof at San Juan Garage (PRJ1400H) Project;
- A. Accept the work performed for Westminster Park – New Roof at San Juan Garage (PRJ1400H) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors;
  - B. Approve the reallocation of Twenty-Four Thousand, Forty-Nine Dollars and Seventy-Eight Cents (\$24,049.78) in Quimby Fees, currently allocated to the Westminster Park – New Roof at San Juan Garage (PRJ1400H) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - C. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Twenty-Four Thousand, Forty-Nine Dollars and Seventy-Eight Cents (\$24,049.78) from Westminster Park Account No. 89460K-WM to Venice Beach Account No. 89460K-VE;

## BOARD REPORT

PG. 13 NO. 17-149

29. Authorize the RAP Chief Accounting Employee to transfer Quimby Fees in the amount of Five Hundred Fifty-Nine Thousand, Seven Hundred Thirty-Nine Dollars (\$559,739.00) from Quimby Account No. 89460K-00 to Venice Beach Account No. 89460K-VE;
30. Approve the allocation of Five Million Four Hundred Twenty Thousand, One Hundred Ninety-Six Dollars and Thirty-Nine Cents (\$5,420,196.39) in Venice Beach – Pier Refurbishment (PRJ20587) Project;
31. Find that the action is categorically exempt from the California Environmental Quality Act (CEQA) provisions and direct RAP staff to file a Notice of Exemption (NOE);
32. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
33. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Venice Beach is located at 1800 Ocean Front Walk in the Venice area of the City. This 178.0 acre facility provides a variety of services and programs to the surrounding community, including basketball, handball, tennis, skate park and volleyball courts. Venice Beach also includes the Venice Boardwalk. An estimated thirteen thousand, two hundred thirty three (13,233) City residents live within a one-half (½) mile walking distance of Venice Beach. Due to the facilities, features, programs, and services it provides, Venice Beach meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

The Board of Recreation and Park Commissioners (Board) previously approved the scope of the Venice Beach - Pier Refurbishment (PRJ20587) Project, which included conducting a preliminary investigation of the Venice Beach pier in order to determine the scope of work necessary for the renovation and improvement of the Venice Beach pier (Report Nos. 12-239, 16-174, and 17-056). The Board of Public Works Commissioners approved the Task Order Solicitation for:

1. A physical condition assessment of the current conditions of the pier
2. Preparation of construction documents (Plans and specifications and a construction cost estimate repair to existing damage to the original condition)
3. Engineering Analyses
4. Development of options with construction and cost estimates for rehabilitation of the pier to meet current codes

## BOARD REPORT

PG. 14 NO. 17-149

A Notice-to-Proceed was issued in November 2016, for the physical condition assessment of the current pier conditions; and preparation of construction documents to repair the concrete cracks and spalls on the pier.

Following the pier assessment, RAP staff has determined that it is necessary to move forward the priority scope of work to include improvements to the concrete piles and deck support structure including concrete spalls and crack repairs.

RAP staff had determined that additional project funding for the Venice Beach - Pier Refurbishment (PRJ20587) Project will ultimately be necessary in order to complete the renovation and improvement of the Venice Beach pier.

### PROJECT FUNDING

The Board has previously approved the allocation of a total of Two Million Eighty Thousand Seventy Two Dollars and Seventy Cents (\$2,080,072.70) in Quimby Fees for the Venice Beach - Pier Refurbishment (PRJ20587) Project (Reports No. 12-239, 16-174, and 17-056).

In order to fund the Venice Beach - Pier Refurbishment (PRJ20587) Project, RAP staff needs to reallocate Quimby and Zone Change Fees from other Capital Improvement Projects that need to be accepted as final or canceled by the Board and active projects from which funding can be reallocated to the Venice Beach - Pier Refurbishment (PRJ20587) Project, as the project is a high priority to RAP.

The following projects are complete and have Quimby and Zone Change Fees available for reallocation to the Venice Beach - Pier Refurbishment (PRJ20587) Project. The work performed by RAP staff and/or as-needed prequalified on-call vendors for the following projects will be accepted by the Board:

- Barrington Recreation Center – Basketball Court Renovation (PRJ20668) Project
- Del Rey Lagoon – Children’s Play Area and Restroom (PRJ1272B) Project
- Felicia Mahood Senior Multipurpose Center – Building Improvements (PRJ1589M) Project
- Felicia Mahood Senior Multipurpose Center – Building Rehabilitation (PRJ20385) Project
- Mar Vista Recreation Center – Sports Field Renovation (PRJ20798) Project
- Palisades Recreation Center – Building Improvements (PRJ1545B) Project
- Palisades Recreation Center – Indoor and Outdoor Park Improvements (PRJ20659) Project
- Penmar Recreation Center – Sports Field Renovations (PRJ1312B) Project
- Penmar Recreation Center and Childcare Center – Recreation and Childcare Center Building Improvements (PRJ1589C) Project
- Penmar Recreation Center and Childcare Center – Tennis and Basketball Court Improvements (PRJ1393S) Project
- Rustic Canyon Recreation Center – Facility Enhancement – Phase III (PRJ20020) Project
- Stoner Recreation Center – New Skate Park (PRJ1240B) Project
- Stoner Recreation Center – Sports Field Renovation (PRJ1311B) Project
- Stoner Recreation Center – Pool and Bathhouse Improvements (PRJ1551B) Project



## BOARD REPORT

PG. 15 NO. 17-149

- Venice Beach – Ocean Front Walk Access Improvements (PRJ20883) Project
- Venice Beach – Ocean Front Walk Improvements (PRJ20636) Project
- Westchester Recreation Center – Building and Play Area Improvements (PRJ1546B) Project
- Westchester Recreation Center – Outdoor Park Improvements (PRJ20813) Project
- Westminster Park – New Roof at San Juan Garage (PRJ1400H) Project

The following projects have already been accepted by the Board (Report No. 17-030) and have Quimby and Zone Change Fees available for reallocation to the Venice Beach - Pier Refurbishment (PRJ20587) Project:

- Barrington Recreation Center – Play Area Renovation (PRJ20800) Project
- Mar Vista Recreation Center – Lighting Rehabilitation (PRJ20528) Project
- Mar Vista Recreation Center – Outdoor Improvements (PRJ1310B) Project
- Oakwood Recreation Center – Building and Outdoor (PRJ1901B) Project
- Stoner Recreation Center – Building and Outdoor Improvements (PRJ1900B) Project

RAP staff is recommending that a portion of the funds currently allocated to the following project be reallocated to the Venice Beach - Pier Refurbishment (PRJ20587) Project, as this the Venice Beach -- Pier Refurbishment (PRJ20587) Project is a high priority for RAP:

- Barrington Recreation Center – New Recreation Center (PRJ1653A) Project

The following project will be canceled and the available fees will be reallocated to the Venice Beach - Pier Refurbishment (PRJ20587) Project:

- Venice High School Pool – Roof Renovation (PRJ20936) Project

Upon approval of this Report, Quimby and Zone Change Fees listed below can be transferred to Venice Beach Account No. 89460K-VE:

- Nine Hundred Fourteen Thousand, Forty-One Dollars and Thirty-Four Cents (\$914,041.34) in Quimby Fees from Barrington Recreation Center Account No. 89460K-BE
- One Hundred Two Thousand, Seven Hundred Forty-One Dollars and Ninety-Four Cents (\$102,741.94) in Quimby Fees from Barrington Recreation Center Account No. 89460K-BE
- Fifty-Four Thousand, Four Hundred Thirty-Six Dollars and Eighty-Eight Cents (\$54,436.88) in Quimby Fees from Barrington Recreation Center Account No. 89460K-BE
- Seven Hundred Thirty-Four Dollars and Sixty-Five Cents (\$734.65) in Quimby Fees from Barrington Recreation Center Account No. 89460K-BE
- Fifty-Two Thousand, Nine Hundred Fifty-Four Dollars and Ninety-Four Cents (\$52,954.94) in Quimby Fees from Del Rey Lagoon Account No. 89460K-DR
- Twenty-Seven Thousand, Ninety-Three Dollars and Fifty Cents (\$27,093.50) in Quimby Fees from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF

## BOARD REPORT

PG. 16 NO. 17-149

- Thirteen Thousand, Twelve Dollars and Ninety-Cents (\$13,012.90) in Quimby Fees from Felicia Mahood Senior Multipurpose Center Account No. 89460K-FF
- Six Hundred Thirty-Four Thousand, Four Hundred Twenty-Two Dollars and Ninety Cents (\$634,422.90) in Zone Change Fees from Glen Alla Park Account No. 89440K-MB
- Two Hundred Ninety-Four Thousand, Six Hundred Twenty-Four Dollars and Thirty-Eight Cents (\$294,624.38) in Quimby Fees from Glen Alla Park Account No. 89460K-MB
- Twelve Thousand, Four Hundred Forty-Nine Dollars and Ninety-One Cents (\$12,449.91) in Quimby Fees from Mar Vista Recreation Center Account No. 89460K-MR
- Four Thousand, Nine Hundred Sixty-Eight Dollars and Forty-Six Cents (\$4,968.46) in Quimby Fees from Mar Vista Recreation Center Account No. 89460K-MR
- One Thousand, Seven Hundred (\$1,700.00) in Quimby Fees from Mar Vista Recreation Center Account No. 89460K-MR
- Five Thousand, One Hundred Forty-Six Dollars and Thirty-Seven Cents (\$5,146.37) in Quimby Fees from Oakwood Recreation Center Account No. 89460K-OC
- Nineteen Thousand, Two Hundred Seven Dollars and Eighteen Cents (\$19,207.18) in Quimby Fees from Palisades Recreation Center Account No. 89460K-PL
- Seventy-Three Thousand, Three Hundred Ninety Dollars and Sixty Cents (\$73,390.60) in Quimby Fees from Palisades Recreation Center Account No. 89460K-PL
- Four Hundred Ninety Thousand, Ninety-One Dollars and Sixty-Three Cents (\$490,091.63) in Quimby Fees from Penmar Recreation Center Account No. 89460K-PD
- Two Hundred Eighty-Three Thousand, Sixty Hundred Sixty-Six Dollars and Eighty-Nine Cents (\$283,666.89) in Quimby Fees from Penmar Recreation Center Account No. 89460K-PD
- Eighty-Five Thousand Four Hundred Forty-Seven Dollars and Thirty Cents (\$85,447.30) in Quimby Fees from Penmar Recreation Center Account No. 89460K-PD
- Fifty Thousand Four Hundred Four Dollars and Thirty-Nine Cents (\$50,404.39) in Quimby Fees from Rustic Canyon Recreation Center Account No. 89460K-RB
- Eight Hundred Forty Thousand, Eight Hundred Seventy-Five Dollars and Six Cents (\$840,875.06) in Quimby Fees from Stoner Recreation Center Account No. 89460K-SJ
- One Hundred Ninety-Six Thousand, One Hundred Forty-Three Dollars and Sixty-Nine Cents (\$196,143.69) in Quimby Fees from Stoner Recreation Center Account No. 89460K-SJ
- Thirty-Eight Thousand, Eight Hundred Sixteen Dollars and Sixty-Seven Cents (\$38,816.67) in Quimby Fees from Stoner Recreation Center Account No. 89460K-SJ
- Eighty-Four Thousand, Eight Hundred Four Dollars and Ninety-Two Cents (\$84,804.92) in Quimby Fees from Stoner Recreation Center Account No. 89460K-SJ
- Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) in Quimby Fees from Venice High School Pool Account No. 89460K-VH
- Twenty-Four Thousand, Eight Hundred Nine Dollars and Fifty-Two Cents (\$24,809.52) in Quimby Fees from Westchester Recreation Center Account No. 89460K-WR
- Ten Thousand, Nineteen Dollars and Twenty-Six Cents (\$10,019.26) in Zone Change Fees from Westchester Recreation Center Account No. 89440K-WR
- Nineteen Thousand, Six Hundred Four Dollars and Sixty-Four Cents (\$19,604.64) in Quimby Fees from Westchester Recreation Center Account No. 89460K-WR

BOARD REPORT

PG. 17 NO. 17-149

- Twenty Four Thousand Forty Nine Dollars and Seventy Eight Cents (\$24,049.78) in Quimby Fees from Westminster Park Account No. 89460K-WM
- Five Hundred Fifty-Nine Thousand, Seven Thousand Thirty-Nine Dollars (\$559,739.00) in Quimby Fees from Quimby Account No. 89460K-00

Upon approval of this Report, Four Dollars and Eighty-Three Cents (\$4.83) in Quimby Fees can be transferred from Del Rey Lagoon Account No. 89460K-DR to Del Rey Lagoon Account No. 89440K-DR.

Upon approval of this Report, Five Million, Four Hundred Twenty Thousand, One Hundred Ninety-Six Dollars and Thirty-Nine Cents (\$5,420,196.39) in Quimby Fees can be allocated Venice Beach - Pier Refurbishment (PRJ20587) Project.

The total funding available for the Venice Beach – Pier Refurbishment (PRJ20587) Project, including previously allocated Quimby Fees, would be Seven Million, Five Hundred Thousand, Two Hundred Sixty-Nine Dollars and Nine Cents (\$7,500,269.09).

These Quimby Fees were collected within ten (10) miles of Venice Beach, which is the standard distance for the allocation of Quimby Fees for regional recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-VE	\$7,500,269.09	100%
<b>Total</b>		\$7,500,269.09	100%

PROJECT CONSTRUCTION

RAP staff has not determined if sufficient funding has been identified for renovation and improvement of the Venice Beach pier. However, RAP staff recommends that the available funding identified in this Report be transferred to the Venice Beach Account No. 89460K-VE, and allocated to Venice Beach - Pier Refurbishment (PRJ20587) Project.

Construction for immediate improvements to the Venice Beach pier is anticipated to begin in August 2017.

TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Venice Beach, and no new trees or new shade are proposed to be added to Venice Beach as a part of this project.

## BOARD REPORT

PG. 18 NO. 17-149

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of alterations and improvements to the concrete piles and to the deck support structure of an existing wharf and walkway. As such, RAP staff recommends that the Board determines that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1 Class 1(3) of City CEQA Guidelines. A Notice of Exemption (NOE) will be filed with the Los Angeles County Clerk upon approval by the Board.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees for structural evaluations and investigations of the Venice Beach Pier will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

**BOARD REPORT**

**NO.** 17-150

**DATE** June 21, 2017

**C.D.** 2 and 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** CAMPO DE CAHUENGA PARK – PARKING LOT (PRJ21131) PROJECT; ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) OF THE CITY CEQA GUIDELINES (REPAIR AND MAINTENANCE OF EXISTING PARKING LOTS)

AP Diaz

V. Israel

*for* \*R. Barajas

*CSB*

N Williams

H. Fujita

\_\_\_\_\_

\_\_\_\_\_

*[Signature]*  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve the scope of the Campo De Cahuenga Park – Parking Lot (PRJ21131) Project, as described in the Summary of this Report;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Forty Thousand Dollars (\$40,000.00) in Quimby Fees from Quimby Fee Account No. 89460K-00 to Campo De Cahuenga Account No. 89460K-CK;
3. Approve the allocation of Forty Thousand Dollars (\$40,000.00) in Quimby Fees from Campo De Cahuenga Park Account No. 89460K-CK for the Campo De Cahuenga Park – Parking Lot (PRJ21131) Project;
4. Find that the proposed Campo de Cahuenga Park – Parking Lot (PRJ21131) Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption;
5. Authorize the RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,

BOARD REPORT

PG. 2 NO. 17-150

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

SUMMARY

Campo De Cahuenga Park is located at 3919 Lankershim Boulevard in the North Hollywood area of the City. This 0.73 acre historical facility includes a Mission Revival and Spanish Colonial Revival style replica "adobe" ranch house. Approximately One Thousand One Hundred Eight (1,108) City residents live within a one-half (1/2) mile walking distance of Campo De Cahuenga Park. Due to the facilities, features, programs, and services it provides, Campo De Cahuenga meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

PROJECT SCOPE

The Campo De Cahuenga Park – Parking Lot (PRJ21131) Project proposes the rehabilitation of the existing parking lot which includes resurfacing and restriping.

PROJECT FUNDING

Upon approval of this Report, Forty Thousand Dollars (\$40,000.00) in Quimby Fees will be transferred from the Quimby Fees Account No. 89460K-00 to Campo De Cahuenga Account No. 89460-CK and will be allocated to the Campo De Cahuenga Park – Parking Lot (PRJ21131) Project.

These Quimby Fees were collected within ten (10) miles of Campo De Cahuenga Park, which is the standard distance for the allocation of Quimby Fees for regional recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-CK	\$40,000.00	100%
<b>Total</b>		\$40,000.00	100%

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the construction of the Campo De Cahuenga Park – Parking Lot (PRJ21131) Project (Project). The Project is anticipated to begin in July 2017.

TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Campo De Cahuenga Park, and no new trees or shade are proposed to be added to Campo De Cahuenga Park as a part of this Project.

## BOARD REPORT

PG. 3 NO. 17-150

### ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of the maintenance and repair of an existing parking lot. As such, RAP staff recommends that the Board determine that it is exempt from the provisions of the California Environmental Policy Act (CEQA) pursuant to Article III, Section 1, Class 1(3) of the City's CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current RAP staff with minimal impact to existing maintenance service at this facility.

This Report was prepared by Wendy Cervantes, Management Assistant, Planning, Maintenance and Construction Branch.





**BOARD REPORT**

NO. 17-151

DATE June 21, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: SOUTH PARK RECREATION CENTER – NEW MAINTENANCE YARD (PRJ21104) PROJECT - ALLOCATION OF QUIMBY FEES – FUTURE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION WITH DEVELOPMENT OF A DETAILED PROJECT SCOPE

AP Diaz	_____	V. Israel	_____
<i>AP</i> *R. Barajas	<u>CB</u>	N. Williams	_____
H. Fujita	_____		

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

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

**RECOMMENDATIONS**

1. Accept the work performed for the South Park - Northwest Synthetic Soccer Field (PRJ20812) (W.O. #E1907808) Project, constructed by the Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors;
2. Authorize RAP's Chief Accounting Employee to reallocate One Million, Seven Hundred Fifty-Seven Thousand, Seven Hundred Forty-Two Dollars and Twenty-One Cents (\$1,757,742.21) from the South Park - Northwest Synthetic Soccer Field (PRJ20812) (W.O. #E1907808) Project to the South Park – New Maintenance Yard (PRJ21104) Project (Project);
3. Approve the allocation of One Million, Seven Hundred Fifty-Seven Thousand, Seven Hundred Forty-Two Dollars and Twenty-One Cents (\$1,757,742.21) in Quimby Fees from South Park Account No. 89460K-SO for the South Park – New Maintenance Yard (PRJ21104) Project;
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,
5. Find that a fully developed Project scope is not available at this time to make a environmental determination pursuant to the California Environmental Quality Act (CEQA), and further environmental documentation will be required upon completion of a detailed Project scope.

## BOARD REPORT

PG. 2 NO. 17-151

### SUMMARY

South Park Recreation Center is located at 375 East 51st Street in the South Los Angeles area of the City. This 18.25-acre park features a gymnasium, swimming pool, basketball and tennis courts, a ball diamond and turf field, an outdoor stage, outdoor fitness area, picnic tables, and children's play areas. An estimated twenty-one thousand, five hundred twenty-seven (21,527) City residents live within a one-half mile walking distance of South Park Recreation Center. Due to the facilities, features, programs, and services it provides, South Park Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

### PROJECT SCOPE

Working with the Ninth Council District (CD 9), RAP requested that the Department of Public Works, Bureau of Engineering (BOE) to develop and prepare a master plan for the Park. The scope of work for the master plan for the Park includes the reorganization of the various park amenities including the following:

- Northwest Synthetic Soccer Field (PRJ20812)
- Northeast Park and Palm Walkway
- New Maintenance Yard (PRJ21104)
- Southeast Park with Synthetic Meadow and Basketball Courts
- Building Promenade
- West Parking Lot
- Baseball Field Renovations

The scope of work for the Project is for the relocation of maintenance yard to the parking area at the northwest corner of Park. However, the Project is currently in design, so a fully developed Project scope is not available at this time.

RAP staff estimates the Project will cost approximately Two Million, Seven Hundred Fifty-Six Thousand, Six Hundred Fifteen Dollars (\$2,756,615.00).

### PROJECT FUNDING

The Board has previously approved the allocation of a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) in Quimby Fees for the Project (Report No. 17-049, approved on March 1, 2017).

The South Park - Northwest Synthetic Soccer Field (PRJ20812) (W.O. #E1907808) Project, which is a portion of the overall master plan for the Park, is complete and has unexpended Quimby funding that is available for reallocation to the Project.

Upon approval of this Report, One Million, Seven Hundred Fifty-Seven Thousand, Seven Hundred Forty-Two Dollars and Twenty-One Cents (\$1,757,742.21) in Quimby Fees can be reallocated from the South Park - Northwest Synthetic Soccer Field (PRJ20812) (W.O. #E1907808) Project to the Project.

## BOARD REPORT

PG. 3 NO. 17-151

The total funding available for the Project, inclusive of previously allocated Quimby Funds and other project funding, would be Four Million, Seven Hundred Five Thousand, Three Hundred Fifty Dollars and Nineteen Cents (\$4,705,350.19).

The Quimby Fees were collected within five miles of South Park Recreation Center, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

### FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
MICLA	298/88/88LNB2	\$1,407,193.00	30%
CDBG 40th PY	424/43/43L522	\$540,414.98	12%
CDBG 42nd PY	424/43/43N522	\$750,000.00	16%
Quimby Fees	302/89/89460K-SO	\$2,007,742.21	42%
<b>Total</b>		<b>\$4,705,350.19</b>	<b>100%</b>

### PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified for the PROJECT.

The PROJECT is currently in design. It is unknown at this time when construction of this Project can commence.

### TREES AND SHADE

The impact on existing trees or shade at South Park, and discussion of any new trees or new shade are proposed to be added to South Park, will be presented to the Board in a subsequent report.

### ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that California Environmental Quality Act (CEQA) will be addressed when the complete Project scope has been determined and sufficient funds have been identified to begin the Project.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have no fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees or funding sources other than RAP's General Fund.

BOARD REPORT

PG. 4 NO. 17-151

The maintenance cost of the proposed park improvements are unknown at this time.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance and Construction Branch.

**BOARD REPORT**


NO. 17-152

DATE June 21, 2017

C.D. 10

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LAFAYETTE PARK – PROPOSED ARTS AND RECREATION CENTER – LEASE AGREEMENT WITH HEART OF LOS ANGELES ARTS COMMUNITY PARTNERS FOR THE CONSTRUCTION AND OPERATION OF AN ARTS AND RECREATION CENTER, FINAL CONSTRUCTION PLANS – NEGATIVE DECLARATION AND RELATED FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

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

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

**RECOMMENDATIONS**

1. Adopt a proposed Resolution, herein included as Attachment 1, authorizing the Department of Recreation and Parks (RAP) to enter into a fifty (50) year Lease (Lease) with Heart of Los Angeles Community Partners (HOLA) for the construction and operation of a proposed Arts and Recreation Center (Center) at Lafayette Park and a Consent to Leasehold Deed of Trust and Modification of Lease (Consent to Leasehold) with HOLA and New Markets Community Capital XXI, LLC, a Delaware limited liability company (LENDER), in order to obtain financing secured by HOLA's leasehold interest in the proposed Project site under the New Markets Tax Credit (NMTC) program in accordance with Charter Section 594(a) and 595;
2. Authorize RAP to negotiate the Lease with HOLA for the construction and operation of the proposed Center at Lafayette Park in accordance with Charter Sections 594(a) and 595 and consistent with the terms, improvements, and uses set forth in this Report;
3. Authorize RAP to negotiate the Lender Consent with HOLA and LENDER, in order to obtain financing secured by HOLA's leasehold interest in the proposed Project site under the New Markets Tax Credit (NMTC) program in accordance with Charter Section 594(a) and 595 and consistent with the terms and uses set forth in this Report:

## BOARD REPORT

PG. 2 NO. 17-152

4. Authorize RAP to review and approve a fifty (50) year Sub-Lease Agreement (Sublease) between HOLA and Heart of Los Angeles-Youth (HEART OF LA) that will effectuate the subletting of the proposed Center at Lafayette Park in order to allow HOLA to obtain NMTC financing under Internal Revenue Code Section 45 in accordance with Charter Section 594(a) and 595 and consistent with the terms and uses set forth in this Report;
5. Authorize RAP and the City Attorney to make any necessary changes to the Lease, Consent to Leasehold, and Sub-Lease consistent with the terms, improvements, and uses set forth in this Report;
6. Authorize the Board President and Secretary to execute the proposed Lease and Consent to Leasehold, upon receipt of the necessary approvals;
7. Request that the City Council consent to HOLA entering into a proposed Sublease with HEART OF LA to effectuate the subletting of the improvements in order to allow HOLA to obtain NMTC financing under Internal Revenue Code Section 45;
8. Approve the final construction plans of the proposed Center as described in the Summary of this Report;
9. Authorize, upon approval of the construction plans and execution of Lease, Consent to Leasehold, and Sublease, the issuance of a temporary Right-of-Entry Permit to HOLA and/or HEART OF LA for the proposed construction area depicted in Exhibit E to allow for the construction of the proposed Center;
10. Review, consider and adopt the Initial Study (IS) and Negative Declaration (ND) for the Lafayette Park – Heart of Los Angeles Art and Recreation Center, finding that on the basis of the whole record of proceedings of the Project, including the IS/ND and any public and/or agency comments received therefrom, that there is no substantial evidence that the Project will have a significant effect on the environment, and that all potentially significant environmental effects of the Project have been properly disclosed and evaluated in the IS/ND in compliance with the California Environmental Quality Act (CEQA) and the State and City CEQA Guidelines, and that the IS/ND reflects the Board's independent judgment and analysis;
11. Direct RAP staff to file a Notice of Determination (NOD) for the adopted IS/MND with the Los Angeles City Clerk and the Los Angeles County Registrar/Recorder within five days of final approval by the City Council; and,
12. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOD.

## BOARD REPORT

PG. 3 NO. 17-152

### SUMMARY

Lafayette Park is a 9.72-acre park located at 625 South Lafayette Park Place, Los Angeles (see Exhibit A). The facility contains a multi-purpose building with an auditorium and various community rooms, basketball courts, a children's play area, picnic tables, a lighted soccer field and several lighted tennis courts. It offers aerobics, day care, preschool and after school programs, and summer camps, among other things. The Park serves approximately 32,020 people within a half-mile walking radius.

### Background

In 2007, Heart of Los Angeles Youth, Inc., (HEART OF LA) contributed more than Seven Hundred Thousand Dollars (\$700,000) for the completion of the Lafayette Park (Park) Multi-purpose Building and the enhancement of youth recreational programs at the Park. Since the completion of the multi-purpose building, HEART OF LA, in partnership with RAP, has provided various athletic, arts, enrichment and camp programs to more than two thousand (2,000) families. Some of the activities that HEART OF LA has provided include basketball and soccer leagues and clinics; summer camps; homework clubs, limited enrichment classes, karate and beginning ballet classes, and a quarterly Science, Technology, Engineering, and Mathematics (STEM) class. These activities are offered year round. Additionally, through a coordinated effort with RAP staff, monthly meetings are held with neighborhood stakeholders, Law Enforcement, Park Rangers, and Council Office staff that coordinate safety measures and services with the intent to keep the Park active with supervised activities that include neighborhood safety plans and drills.

Due to the success of the programs provided and the fact that the neighborhood where the Park is located is composed of largely low income families, the RAP/HEART OF LA programs fill up quickly with most filling up on the same day enrollment begins. There are, on average, waiting lists of up to three hundred (300) families and as many as five hundred (500) children waiting to access the programs, especially for afterschool activities when most juvenile crime occurs.

In order to meet the demand, HEART OF LA submitted a proposal in early 2015 to expand the HEART OF LA program through the construction of a new arts and recreation center (Center) on a portion of the Park. The proposed building would be modular, built from single-use shipping containers that have been converted by a local manufacturer to custom designed club rooms, activity rooms, walkways, offices, common areas, and bathrooms. On August 12, 2015, the Board of Recreation and Park Commissioners (Board), after consideration by the Board's Facility Repair and Maintenance Task Force, approved the conceptual plan to expand the HEART OF LA program at the Park (Report No. 15-189).

Prior to the Board's approval of the conceptual plan, HEART OF LA attended two MacArthur Park Neighborhood Council Meetings to present the proposed Project. These meetings occurred on June 15, 2015 and July 20, 2015. Additionally, HEART OF LA presented the Project to the Rampart Neighborhood Village Council on July 21, 2015, which granted its unanimous approval at a second meeting held on October 25, 2015. It should be noted that letters of support for the Project were received from Council President Herb Wesson, Jr. and LAPD Chief Charlie Beck.



## BOARD REPORT

PG. 4      NO. 17-152

### Proposed Arts and Recreation Center

The proposed Center is to measure approximately 24,860 square feet and have a height of no more than 41 feet, 6 inches at its highest point. The new building will be a modular, sustainable design, built from single-use shipping containers that have been recycled and converted into custom-designed club rooms, activity rooms, walkways, offices, common areas, and bathrooms. It will be visually compatible with the existing multi-purpose building/recreation center, with exterior facades softened by student art, rooftop green spaces and patios, and various landscaping elements. The building's proposed floor plan is made up of three levels, which will include music and enrichment program rooms, practice rooms, and two smaller ensemble rooms. The building is designed to fit in with the natural slope of the Park, as such, only two stories are visible from La Fayette Park Place. However, the heart of the building will be its large ensemble room and performance space, a west-facing two-story room that will open out onto the Park for public performances of music, theater, and other community events (see Exhibit B).

The Project would increase Heart OF LA's capacity to provide services and allow HEART OF LA to serve over 4,000 members of the community annually by 2020. This building will house programming that will complement the other programs that HEART OF LA and RAP conduct in the Park. Further, HEART OF LA will move its entire music program into the building. The music program consists of youth leadership classes, big bands and rock bands, and orchestral instruction for youth aged six to eighteen (6-18) years, including HEART OF LA much-lauded program with LA Philharmonic Orchestra.

### Existing Site Conditions

As indicated on Exhibit A and B, the Project is to be constructed on an approximately 23,544 square feet portion of the north side of the Park just south of 6<sup>th</sup> Street. This area currently contains picnic tables and a number of trees as can be seen in the pictures shown on Exhibit C. It is expected that we will lose approximately eighteen (18) palm trees and five canopy trees (two Jacaranda, one Large Chorisia, one Ash, and one Tipuana) as shown on Exhibit D-1. These trees are found in and around the picnic area that will require approximately ten picnic tables to be relocated. A new picnic area will be placed near and under a large mature ficus tree near the soccer field. The picnic area that remains will receive twenty-eight (28) new trees that will replace the shade canopy lost by construction of the building as shown on Exhibit D-2. Although the Park will be losing open space in this portion of the Park, RAP staff recommends that the public benefit of being able to reach out and provide services to twice as many members of the community, and the requisite increase in the activity within the Park outweigh the loss of open space.

In addition, RAP supported the location of this new facility inside the Park mainly due to the types of programs being offered and the added activation to the Park. The new facility is expected to double the number of families with children in the Park, and as a result of this significant activation, RAP staff believes will add to the safety and opportunities of more families patronizing the Park.



## BOARD REPORT

PG. 5 NO. 17-152

### Tree Replacement

As indicated above, it is expected that the Park will lose approximately twenty-three (23) trees. A tree canopy analysis was completed and recommended the following replacement plan:

No. & Type of Trees Removed	No. of Trees Recommended	Proposed Tree Box Size for Canopy Replacement
2 Large Jacarandas	4	72" Box Trees
1 Large Chorisia	2	72" Box Trees
1 Ash	2	60" Box Trees
1 Tipuana	1	36" Box Trees
0	6	48" Box Trees
	9	36" Box Trees
	4	24" Box Trees
<b>Total Replacement Trees</b>	<b>28</b>	

This plan provides a 2:1 replacement of mature canopy trees with mature trees available in nurseries. Three mature canopy trees (two Jacaranda and one Chorisia) will be replaced with six 72" box canopy shade trees. Final species types will be determined in consultation with RAP staff and input from the "Tree Cabinet" Considerations will include nursery availability to provide moderate to fast growing canopy trees that are available in large, healthy condition at nurseries at the time of procurement. Possible species include Tipuana Tipu, Podocarpus or other species resistant to known pests and diseases.

### Funding Sources

HEART OF LA has proposed an approximately Twelve Million Dollars (\$12,000,000.00) budget, of which approximately Six Million Dollars (\$6,000,000.00) will be spent on the Center. This amount is inclusive of contingencies and subject to reductions if cost savings are identified through value engineering, in-kind donations, or other means. Funds for the Center come from the following sources: (1) Capital Campaign Donations received from individual and institutional donors in the amount of Two Million, Nine Hundred Thousand Dollars (\$2,900,000.00); (2) Bridge Loan funds from U.S. Bank in the amount of about Three Million, Six Hundred Thousand Dollars (\$3,600,000.00) to Four Million, Six Hundred Thousand Dollars (\$4,600,000.00); (3) City of Los Angeles Proposition K grant funds in the amount of about One Million, Three Hundred Sixty Thousand Dollars (\$1,360,000.00); (4) financing through the New Markets Tax Credit (NMTC) program in the amount of approximately Three Million, Six Hundred Thousand Dollars (\$3,600,000.00) to Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00), subject to pending finalization of the Lender's financial model and minor adjustments being made to the overall Project budget.

## BOARD REPORT

PG. 6      NO. 17-152

The Bridge Loan described in Item (2) is a short-term loan to provide up-front funds in the amount of pledges from donors that have not yet been funded, including payments over time. As donor funds are received, they will be used to reduce the balance of the bridge loan until fully repaid.

The NMTC program referenced in Item (4) is administered by the United States Treasury Department, through its Community Development Financial Institutions (CDFI) Fund that offers funding resources to economically disadvantaged communities. Under the NMTC program, HEART OF LA can use a combination of funds already raised and NMTC investor equity to raise approximately twenty percent to twenty-five percent (20%-25%) more capital for the Project. US Bank Community Development Corporation (USBCDC), a national NMTC investor, and New Markets Community Capital (Lender), a certified community development entity, will provide NMTC financing for the Center. Lender will make a long-term, low interest rate loan to a newly formed affiliate of HEART OF LA, Heart of Los Angeles Community Partners (HOLA), a special purpose entity that will meet the requirements for a qualified borrower under the NMTC program.

HOLA will enter into a Lease and develop the Center. When the Center is complete, HOLA will sublease the building to HEART OF LA, who has the operational and programmatic capacity to fulfill all of the non-monetary obligations under the Lease.

### Various Agreements

#### Lease

As described above, a portion of the funding for the development of the Center will come from Lender. And as required, HEART OF LA has formed an affiliate called HOLA which is a special purpose entity that meets the requirements for a qualified borrower under the NMTC program. HOLA will be the lessee of the Lease. This leasehold interest will be used to secure the funding being applied for.

The Lease will include the following terms and conditions:

1. Premises area measures approximately 23,554 square feet as depicted in Exhibit E.
2. Lessee shall construct a new three-story Arts and Recreation Center that measures approximately 24,860 square feet with a height of no more than 41 feet, 6 inches at its highest point.
3. Term shall be fifty (50) years from the effective date of the Lease.
4. Lessee agrees to secure necessary funding for the construction of the Project within twelve (12) months following the execution date of the Lease. Failure to secure the necessary funding shall be grounds for automatic termination of the Lease unless extended in writing by the City.

## BOARD REPORT

PG. 7      NO. 17-152

5. Rent shall be the consideration of all costs for the construction, operation, and maintenance of the Center.
6. Lessee shall comply with all legal requirements applicable to the property for use, operation or occupation of the Center. Lessee shall maintain the Center at its sole cost and expense.

### Sublease

All operational and maintenance responsibilities will be performed by HEART OF LA. These responsibilities will be passed to HEART OF LA through the Sublease. The Sublease will essentially contain the same terms and conditions that are in the Lease.

### Consent to Leasehold Deed of Trust and Modification of Lease

As already discussed, a portion of the Center funding will come from NMTC and in order to qualify for said funding, the leasehold interest on the project site will be used to secure the financing being sought. The Consent to Leasehold Deed of Trust and Modification of Lease (Consent to Leasehold) is intended as an acknowledgement from RAP that it consents to use of the leasehold interest for financing purposes and that in the event HOLA can no longer fulfill the requirements of the Lease, Lender will be allowed to take HOLA's place or find a qualified replacement entity.

### ENVIRONMENTAL IMPACT STATEMENT

In accordance with the requirements of CEQA, a Negative Declaration (ND) was prepared based on an Initial Study (IS), which determined that project had no significant environmental effects. The IS/ND was circulated to all interested parties and responsible agencies for a 20-day review and comment period from May 4, 2017 to May 23, 2017. The final IS/ND incorporates two comment letters concerning potential environmental effects submitted during the public comment period, copies of which have been provided to the Board for its review and consideration. However, the comments did not require any additional environmental analyses or substantive changes to the IS/ND. Therefore, Staff recommends that the Board adopt the IS/ND subject to final approval of the project by City Council. RAP Staff will file a Notice of Determination (NOD) with the Los Angeles County Clerk upon final project approval.

### FISCAL IMPACT STATEMENT

There is no impact to RAP's General Fund. All costs associated with the design, construction, and maintenance of the Project will be the responsibility of HOLA-CP and/or HOLA-Youth.

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

BOARD REPORT

PG. 8      NO. 17-152

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Resolution
- 2) Exhibit A: Lafayette Park – Existing Site Conditions Aerial Photo
- 3) Exhibit B: Site Rendering in Park Context
- 4) Exhibit C: Existing Site at Various Angles
- 5) Exhibit D-1: Existing Tree Diagram
- 6) Exhibit D-2: Proposed Tree Diagram
- 7) Exhibit E: Lease Line Exhibit
- 8) Initial Study (IS) and Negative Declaration

## RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City of Los Angeles (CITY) owns and controls certain lands, known as Lafayette Park identified by Assessor's Parcel Nos. 5077-06-900 and 901, under the management and control of the Board of Recreation and Parks Commissioners (BOARD); and

WHEREAS, HOLA Community Partners (HOLA) is a non-profit public benefit corporation formed for the purpose of providing underprivileged youth with free, exceptional programs in academics, arts and athletics; performs the charitable functions of and carries out the charitable purposes of Heart of Los Angeles Youth, Inc., a California non-profit public benefit corporation (HEART OF LA); and is a supporting organization controlled by Heart of LA, as specified in Section 509(a)(3) of the Internal Revenue Code (the Code); and

WHEREAS, HOLA has special abilities in the areas of fundraising, enrichment, recreation programs, and community outreach for at-risk youth, and desires to construct, operate, and maintain an arts and recreation center that emphasizes community enrichment, recreation programs and activities for the inner-city youth of Los Angeles (Center); and

WHEREAS, in 2007, Heart of LA contributed more than Seven Hundred Thousand Dollars (\$700,000) for the completion of the Lafayette Park Multi-purpose Building and the enhancement of youth recreational programs at the park;

WHEREAS, since the completion of the multi-purpose building, HOLA, in partnership with the Department of Recreation and Parks, has provided various athletic, art, enrichment and camp programs to more than 2,000 families including basketball and soccer leagues and clinics; summer camps; homework clubs, limited enrichment classes, karate and beginning ballet classes, and a quarterly Science, Technology, Engineering, and Mathematics (STEM) class;

WHEREAS, CITY and HOLA desire to enter into a fifty (50) year Lease Agreement (Lease) for use of certain land within Lafayette Park (Exhibit A), which Lease shall set forth the duties, obligations, responsibilities, aims, and goals of the parties, for the specific purpose of constructing , operating, and maintaining the Center ; and

WHEREAS, New Markets Community Capital XXI, LLC (LENDER) is a certified community development entity under the New Market Tax Credit Program that is administered by the United States Treasury Department through its Community Development Financial Institutions Fund that offers funding resources to economically disadvantaged communities; and

ATTACHMENT 1

WHEREAS, LENDER has committed to HOLA to make certain loans to HOLA upon certain terms and conditions for the construction, operation, and maintenance of the Center; and

WHEREAS, CITY, HOLA and LENDER desire to execute a Consent to Leasehold Deed of Trust and Modification of Lease (Consent to Leasehold) in order for HOLA to secure needed loans from LENDER for the construction, operation, and maintenance of the Center ; and

WHEREAS, CITY and HOLA agree that upon the completion of the Center, HEART OF LA, through a Sublease Agreement (Sublease) between HOLA and HEART OF LA, will operate and maintain the Center as required by the terms and conditions of the Lease;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease between the CITY and HOLA for the use of certain land within Lafayette Park for the specific purpose of constructing, operating and maintain the Center; and,

BE IT FURTHER RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Consent to Leasehold between the CITY, HOLA, and LENDER to secure needed loans for the construction, operation and maintenance of the Center; and,

BE IT FURTHER RESOLVED, that the Board of Recreation and Parks Commissioners approves the proposed Sublease Agreement between HOLA and HEART OF LA for the operation and maintenance of the Center as required by the terms and conditions of the Lease; and,

BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make material and technical changes as needed to the proposed Lease, Consent to Leasehold, and Sublease, so long as consistent with the terms and uses described in Board Report No. \_\_\_\_\_.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on \_\_\_\_\_, 20\_\_ (Report No. \_\_\_\_\_)

\_\_\_\_\_  
ARMANDO X. BENCOMO, BOARD SECRETARY

Resolution No. \_\_\_\_\_





**Heart of Los Angeles Performing Arts and Enrichment Center  
625 S. La Fayette Park Place, Los Angeles, Ca.**

**Existing Site Conditions Aerial Photo  
March 8, 2017  
Berliner Architects  
Office of the Designed Landscape**



**Heart of Los Angeles Performing Arts and Enrichment Center**  
**625 S. La Fayette Park Place, Los Angeles, Ca.**

**Site Rendering in Park Context**  
 March 8, 2017  
 Berliner Architects  
 Office of the Designed Landscape

Exhibit B





Existing Site Looking North towards 6th Street



Existing Site Looking West near 6th Street



Existing Site Looking West from Parking Lot



Existing Site Looking North towards 6th Street

**Heart of Los Angeles Performing Arts and Enrichment Center  
625 S. La Fayette Park Place, Los Angeles, Ca.**

**March 8, 2017  
Berliner Architects  
Office of the Designed Landscape**





**Proposed Trees**

- 10 Trees to replace 5 Canopy Trees
- 18 Trees to replace 18 Palm Trees
- 28 Total Trees to be planted
- 1 Tree to be transplanted



LAFAYETTE PARK PLACE

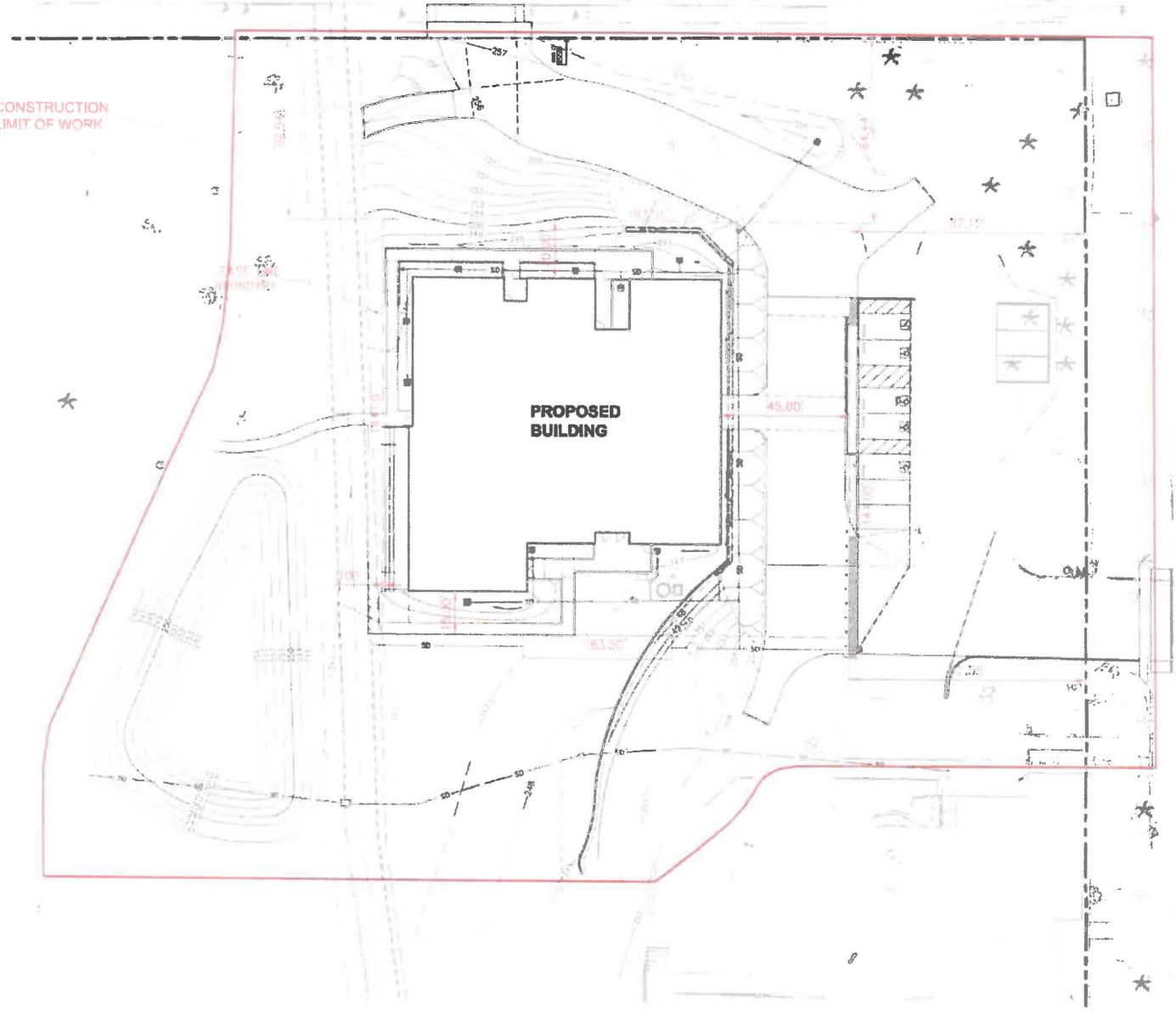
**Heart of Los Angeles Performing Arts and Enrichment Center**  
**625 S. La Fayette Park Place, Los Angeles, Ca.**

**Proposed Tree Diagram**  
 March 8, 2017  
 Berliner Architects  
 Office of the Designed Landscape



6TH STREET

CONSTRUCTION  
LIMIT OF WORK



S. LA FAYETTE PARK PLACE



LEASE LINE EXHIBIT

0 10' 20' 40'  
GRAPHIC SCALE : 1"=20'

Exhibit E

**CITY OF LOS ANGELES**  
OFFICE OF THE CITY CLERK  
ROOM 360, CITY HALL  
LOS ANGELES, CALIFORNIA 90012

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**NEGATIVE DECLARATION**

(Article I, City CEQA Guidelines)

FORM RP 7-31-15

**LEAD CITY AGENCY AND ADDRESS:** Department of Recreation and Parks,  
221 N. Figueroa Street, Suite 400, Los Angeles, CA 90012

**COUNCIL DISTRICT:**

**PROJECT TITLE:**

**LAFAYETTE PARK — HOLA Arts and Recreation Center**

**CASE NUMBER:**

**PROJECT LOCATION:** 625 S. La Fayette Park Pl, Los Angeles, CA 90057

**PROJECT DESCRIPTION:**

The Los Angeles Department of Recreation and Parks (LADRP) and Heart of Los Angeles (HOLA) propose to add a new 24,860 square-foot modular building to the existing park that would house the HOLA Arts and Recreation Center. HOLA is a partnership organization that provides extracurricular activities in academics, arts, and athletics to underserved youth in Los Angeles. The proposed Arts and Recreation Center would provide three levels of space for activities including large and small ensemble rooms for music practice and performance, club rooms for academic and art use, offices, reception area and lobby, and roof deck. The project is also seeking a lease agreement between HOLA Community Partners and LADRP for construction and operation of the proposed Arts and Recreation Center.

**NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY:**

**FINDING:** The Department of Recreation and Parks of the City of Los Angeles has determined that this project will not have significant effect on the environment for the following reasons: **SEE ATTACHED INITIAL STUDY**

**SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED**

Any written objections received during the public review period are attached together with the response of the lead City Agency.

**THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED**

**NAME OF PERSON PREPARING THIS FORM:**  
Paul Davis  
Environmental Supervisor II

**ADDRESS:**  
221 N. Figueroa St., Suite 400  
Los Angeles, CA 90012

**TELEPHONE NUMBER:**  
(213) 202-2667

**SIGNATURE (OFFICIAL):**

*Paul J. Davis*

**DATE:**

*4/17/17*

## FINAL INITIAL STUDY / NEGATIVE DECLARATION

**Date:** April 2017

**Project Title:** Heart of Los Angeles Arts and Recreation Center

**Lead Agency Name & Address:** City of Los Angeles Department of Recreation and Parks  
221 N Figueroa Street Suite 350  
Los Angeles, CA 90012  
(213) 202-2700

**Project Applicant Name & Address:** HOLA Community Partners  
2701 Wilshire Boulevard, Suite 100  
Los Angeles, CA 90057

**Project Location:** 615-625 S. La Fayette Park Place  
Los Angeles, CA 90057

**APN(s):** 5077-006-900

**General Plan Designation:** Open Space

**Zoning:** OS-1XL (Open Space – Height District 1XL)

**Introduction:** This Initial Study and Negative Declaration (IS/ND) has been prepared in accordance with the California Environmental Quality Act (CEQA) and State Guidelines for Implementation of CEQA. It serves as the environmental document for the proposed Hearts of Los Angeles Arts and Recreation Center project. The primary intent of this document is to (1) determine whether project implementation would result in potentially significant or significant impacts to the environment; and (2) to determine the need for project design modifications to eliminate the project's potentially significant or significant project impacts or reduce them to a less than significant level.

In accordance with CEQA, projects that have potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, must undergo analysis to disclose the potential significant effects. The provisions of CEQA apply to California governmental agencies at all levels, including local agencies, regional agencies, State agencies, boards, commissions, and special districts. CEQA requires the preparation of an Initial Study (IS) for a discretionary project such as the Hearts of Los Angeles Arts and Recreation Center, to determine the range of potential environmental impacts of that project, and define the scope of the environment document. As specified in the CEQA Guidelines Section 15064(f), the lead agency may prepare a Negative Declaration (ND) if, in the course of the IS analysis, it is recognized that the project will not have a significant impact on the

environment. The City of Los Angeles (City) Department of Recreation and Parks (DRP), as the lead agency for the proposed project, has the principal responsibility for conducting the CEQA environmental review to analyze the potential environmental effects associated with project implementation. During the review process, it was determined that potential impacts were less than significant. As a result, the lead agency also determined no mitigation measures were required to reduce or eliminate any potentially significant project-related impacts. Therefore, a ND for the proposed project was prepared.

**Responses to Initial Public Concerns:** Several comments on the Draft IS/ND that was circulated for public and agency for a 20-day public review period, between May 4, 2017, to May 23, 2017, were received. Attachment 1 presents the detailed comments and the associated responses. Based on the comments, there are no changes to the Draft IS/ND required, and constitutes the Final IS/ND.

**Project Description:** The subject property is located at 615-625 S. La Fayette Park Place in the MacArthur Park / Koreatown community of Los Angeles, California (the “Property”). The Property is owned by the Los Angeles Department of Recreation and Parks and is currently developed with Lafayette Park. The Project Site is identified as a 23,544 square foot area within the larger irregularly-shaped Property. While the Project Site is only 23,544 square feet, the larger park / Property is approximately 9.72-acres (374,920 square feet) and extends from Wilshire Boulevard (southerly border) to West 6th Street (northerly border), and from La Fayette Park Place (easterly border) to Commonwealth Avenue (westerly border). See Figure 1, Regional Vicinity and Project Location Map, and Figure 2, Aerial View of the Project Site and Vicinity.

Heart of Los Angeles (HOLA) and the Los Angeles Department of Recreation and Parks propose to add a building to the existing park along the La Fayette Park Place frontage, north of the existing Lafayette Multipurpose Community Center building, and near the corner of La Fayette Park Place and West 6th Street. The new building would house the Heart of Los Angeles (HOLA) Arts and Recreation Center. HOLA is an organization that provides extracurricular activities in academics, arts, and athletics to underserved youth in Los Angeles. The proposed Arts and Recreation Center (the “proposed Project”) would provide three levels of space for activities including large and small ensemble rooms for music practice and performance, club rooms for academic and art use, offices, reception area and lobby, and roof deck. See Figure 3, Proposed Site Plan

The ground-floor rooms are designed to open to the park with moveable walls so that the public can watch performances and interact with the HOLA activities. The building would be located on a 23,544 square foot site within the larger 9.72-acre park. The existing park currently contains a gymnasium, outdoor basketball courts, a children’s play area, community room, picnic tables, a lighted soccer field, skate park, lighted tennis courts, a Senior Citizen’s center, a LAPD drop-in center and the Felipe de Neve Branch Library.

The proposed Project's new building would complement the existing park by providing space for shared recreational programming with the Recreation and Parks Department for programs including Zumba, dance, karate, Play for Peace, Kids on the Move Fitness, and Girls on the Run physical education classes. The proposed new building would accommodate these and other existing programs HOLA currently provides across La Fayette Park Place in adjacent buildings. These programs would be relocated to this new building once construction is completed. The proposed building also offers the ability for both HOLA and the Recreation and Parks Department to continue to provide for the evolving needs of the local community in the newly constructed space.

Architecturally, the building is designed to fit in with the natural slope of the park at this site. The building is three stories, but only two stories are visible from La Fayette Park Place.

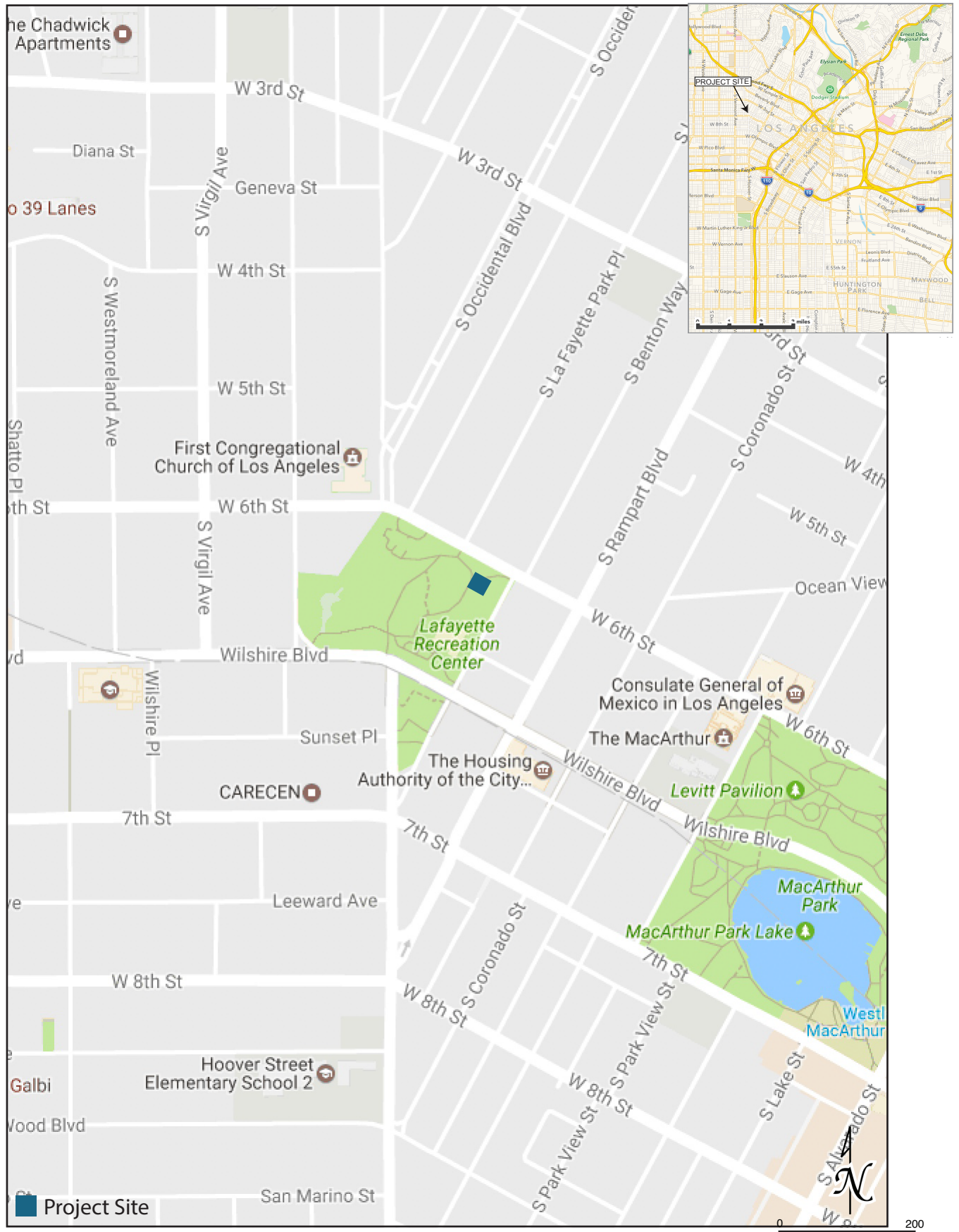
The building will be sustainably designed to meet and/or exceed all Los Angeles County current building code and Title 24 requirements. The building design will include Energy Star appliances, water saving/low flow fixtures, non-VOC paints/adhesives, drought tolerant planting, and high performance building envelopment.

In order to construct the proposed arts and recreation center, removal of existing picnic tables on the Project Site and removal of approximately 23 trees. All trees removed as part of the Project would be replaced per Recreation and Parks standards.

Pursuant to Los Angeles Municipal Code Section 14.00 A and B, the applicant has received approval from the Los Angeles Planning Department for a Public Benefit Project with alternative compliance measures including zero (0) new parking stalls and other minor deviations from the performance standards identified in LAMC Section 14.00 A as allowed under LAMC Section 14.00 B.

The project is seeking a lease agreement between HOLA Community Partners and the City of Los Angeles Department of Recreation and Parks for construction and operation of the proposed Arts and Recreation Center.





Source: GoogleEarth, April 2017.

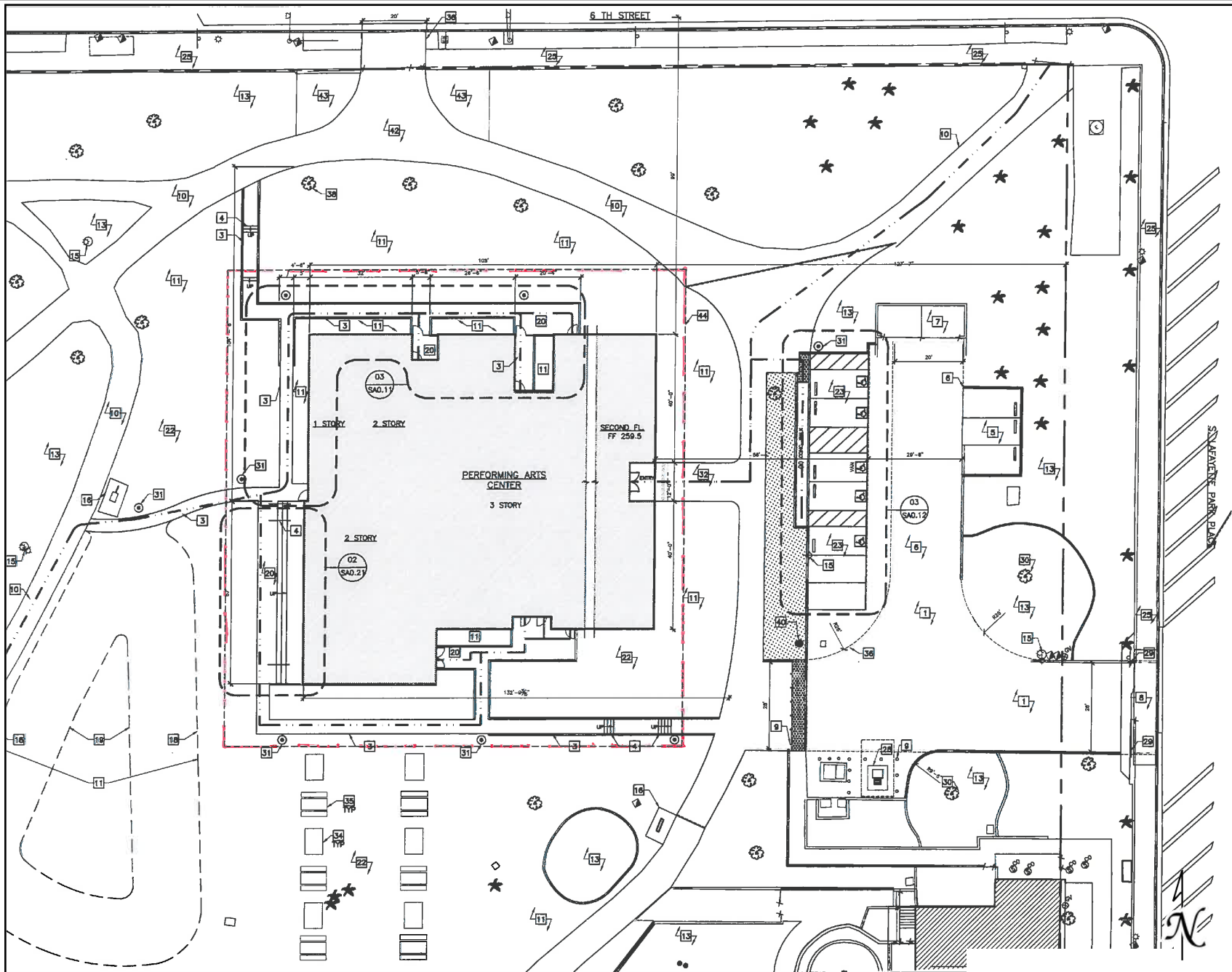


Figure 1  
Regional Vicinity and Project Location



Source: Historic Resources Group, March 2017.





Source: Berliner Architects, December 2016.

**Project Construction:** The Project proposes to use prefabricated structures, and would therefore require a construction period of approximately nine (9) months.

**Environmental Setting / Surrounding Land Uses:** The subject property is located at 615-625 S. La Fayette Park Place in the MacArthur Park / Koreatown community of Los Angeles, California. The Property is owned by the Los Angeles Department of Recreation and Parks and is currently developed with Lafayette Park. The Project Site is identified as a 23,544 square foot area within the larger irregularly-shaped Property. While the Project Site is only 23,544 square feet, the larger park / Property is approximately 9.72-acres (374,920 square feet) and extends from Wilshire Boulevard (southerly border) to West 6th Street (northerly border), and from La Fayette Park Place (easterly border) to Commonwealth Avenue (westerly border)

The Felipe de Neve Branch Library occupies the northwest corner of the Property, and a skate park is located on the western side of the park. The Lafayette Multipurpose Community Center is located on the easterly edge of the park north of Wilshire Boulevard. The Center presently contains a community room, two offices, a kitchen, storage, and restrooms, and has a balcony on the west side overlooking the park. There is also a Los Angeles Police Department drop-in center on the Property. The building was authorized in 1963 under ZA 16835, which waived the 49 parking spaces based on the seating capacity of clubhouse, and permitted a 0-foot setback from the property line abutting La Fayette Park Place. The facility currently has five handicapped and five non-handicapped on-site parking spaces near the recreation center.

The adjacent street, La Fayette Park Place, where parking is available, has a right-of-way width of 120 feet and a 60-foot roadway. La Fayette Park Place is currently landscaped, including palm trees at 10-foot intervals and other evergreen materials across the entire block frontage. There is a 6-foot metal fence surrounding the entire recreation facility. In 1980, the Zoning Administrator approved an addition to the building which included an auditorium with a stage, a director's office, two clubrooms, a storage area, and restrooms. In the central portion of the park there is a volleyball court, and a sand pile with slides and playground equipment. The remainder of the park is open and devoted to passive recreation.

Surrounding properties are within the C1-2, C2-2, C4-2, R4-2, and R5-2 Zones and are developed with a substantial number of mid- and high-rise buildings, generally with minimal step backs or setbacks that increase the sidewalk widths.

The First Congregational Church of Los Angeles is located northwest of the property on 6th Street and Commonwealth Avenue and the Superior Court Building (formerly CNA Insurance building) is located directly adjacent to the Property at the southeast corner of 6th Street and Commonwealth Avenue. The northwest and southwest corners of 6th Street and Commonwealth Avenue are currently being used for surface parking. Further east, the north side of 6th Street is used for general offices, with stores and neighborhood services east of Benton Way. Areas north of the 6th Street frontage are developed with high-density multi-story residential dwellings.

Facing the recreation center on the easterly side of La Fayette Park Place is a parking lot serving a three-story Medical Office building and surrounding businesses. On both northern corners of Wilshire Boulevard and Rampart Boulevard are high-rise residential buildings, one 9 stories and one 13 stories.

The southeast corner of Wilshire Boulevard and La Fayette Park Place is developed with a two-story office building used for professional training (Adams College of English) and a Chuck E. Cheese restaurant. The triangular-shaped parcel to the west has two tennis courts and grass covered areas. The Wilshire Boulevard frontage west of Hoover Street is primarily used for unenclosed parking, plus a Midway Automobile Leasing office. Sunset Place is developed with apartment buildings of varying heights and sizes.

A 13-story residential building, formerly the Sheraton Town House, occupies the west side of Commonwealth Avenue facing the park. Several blocks further west beyond Virgil Avenue is the Wilshire/Vermont Metro Rail Station and several blocks south of the site is the Westlake/MacArthur Park Metro Rail Station.

**Other public agencies whose approval may be required** (e.g., permits, financing approval, or participation agreement):

***City of Los Angeles Department of Planning***

On March 14, 2017 the City of Los Angeles Department of City Planning approved the Project with a Director’s Determination to Conditionally Approve an Alternative Compliance for a Public Benefit Project to permit the new construction of a three-story, 24,860 square-foot governmental enterprise building reaching a maximum height of 41 feet, 6 inches with zero (0) parking spaces with adoption of associated findings and Conditions of Approval. The Department of City Planning also adopted Categorical Exemption No. ENV-2016-3672-CE as the Project’s environmental clearance pursuant to the California Environmental Quality Act and Subsection c, Section 2, Article II, City CEQA Guidelines.

**Environmental Factors Potentially Affected:**

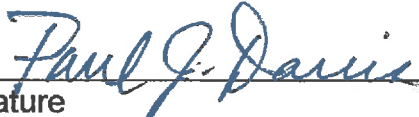
The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

<input type="checkbox"/> AESTHETICS <input type="checkbox"/> AGRICULTURE AND FOREST RESOURCES <input type="checkbox"/> AIR QUALITY <input type="checkbox"/> BIOLOGICAL RESOURCES <input type="checkbox"/> CULTURAL RESOURCES <input type="checkbox"/> GEOLOGY AND SOILS	<input type="checkbox"/> GREENHOUSE GAS EMISSIONS <input type="checkbox"/> HAZARDS AND HAZARDOUS MATERIALS <input type="checkbox"/> HYDROLOGY AND WATER QUALITY <input type="checkbox"/> LAND USE AND PLANNING <input type="checkbox"/> MINERAL RESOURCES <input type="checkbox"/> NOISE	<input type="checkbox"/> POPULATION AND HOUSING <input type="checkbox"/> PUBLIC SERVICES <input type="checkbox"/> RECREATION <input type="checkbox"/> TRANSPORTATION /CIRCULATION <input type="checkbox"/> TRIBAL CULTURAL RESOURCES <input type="checkbox"/> UTILITIES <input type="checkbox"/> MANDATORY FINDINGS OF SIGNIFICANCE
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**DETERMINATION: (To be completed by Lead Agency)**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.



Signature

Paul J. Davis, Environmental Supervisor

Printed Name

April 20, 2017

Date

Department of Recreation and Parks

For

### **Evaluation of Environmental Impacts:**

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to Projects like the one involved (e.g., the Project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project will not expose sensitive receptors to pollutants based on a Project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of a mitigation measure has reduced an effect from “Potentially Significant Impact” to “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross referenced).
5. Earlier analysis must be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR, or negative declaration. Section 15063 (c)(3)(D). In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Used. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.
6. Supporting Information Sources: A sources list should be attached, and other sources used or individuals contacted should be cited in the discussion.
7. The explanation of each issue should identify: the significance threshold, if any, used to evaluate each question, and; mitigation measures identified, if any, to reduce the impact to less than significance. Sources of thresholds include the County General Plan, other County planning documents, and County ordinances. Some thresholds are unique to geographical locations.

8. Climate Change Impacts: When determining whether a Project's impacts are significant, the analysis should consider, when relevant, the effects of future climate change on : 1) worsening hazardous conditions that pose risks to the Project's inhabitants and structures (e.g., floods and wildfires), and 2) worsening the Project's impacts on the environment (e.g., impacts on special status species and public health).



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. <b>AESTHETICS.</b> Would the Project:				
a. HAVE A SUBSTANTIAL ADVERSE EFFECT ON A SCENIC VISTA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A significant impact may occur if a Project introduces incompatible visual elements within a field of view containing a scenic vista or substantially blocks views of a scenic vista. Scenic vistas are generally described in two ways: panoramic views (visual access to a large geographic area, for which the field of view can be wide and extend into the distance) and focal views (visual access to a particular object, scene, or feature of interest).

The Project Site is part of a park, which is located in an urbanized setting and is surrounded by mid- and high-rise commercial, institutional, parking lots, and multi-family residential uses. The Project Site slopes gently downward into the park, and there are currently no scenic vistas visible from or immediately adjacent to the Project Site due to the location within the highly developed and urban area. Panoramic views in this area are obstructed by intervening buildings. There are no prominent topographic features on the Project Site from which scenic vistas could be viewed, and in fact because of the gently downward sloping nature of the Project Site, the park affords more obstructed views than would be found outside of the park. Similarly, views of the mountains or ocean are not readily available from the Project Site or the streets surrounding the site. The Project Site is not located within or along a designated scenic corridor. Due to the location of the Project Site and the surrounding development, there are no expansive views through the Project Site to scenic or visual resources in any direction. The Project Site does not contain any unique scenic vistas. No visual resources are located in the vicinity of the Project Site with the potential to be considered scenic resources. Therefore, impacts to views would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. SUBSTANTIALLY DAMAGE SCENIC RESOURCES, INCLUDING, BUT NOT LIMITED TO, TREES, ROCK OUTCROPPINGS, AND HISTORIC BUILDINGS WITHIN A STATE SCENIC HIGHWAY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** A significant impact would occur only if scenic resources would be damaged and/or removed by development of a Project.

The nearest designated scenic highways to the Project Site are Highland Avenue, north of Wilshire Boulevard, which is approximately three miles west of the Project Site, and Stadium Way, approximately three miles northeast of the Project Site.<sup>1</sup> The proposed Project is not located along or within the scenic vistas or viewsheds of these scenic highways. Therefore, the proposed Project would not damage and/or remove any scenic resources within a State or City designated scenic highway, and no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. SUBSTANTIALLY DEGRADE THE EXISTING VISUAL CHARACTER OR QUALITY OF THE SITE AND ITS SURROUNDINGS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The Project Site is located within the Wilshire Community Plan area. The existing land uses located within the Wilshire Community Plan area are characterized by a dense concentration of high to medium density/intensity commercial, retail, mixed-use, and multi-family residential uses.

The First Congregational Church of Los Angeles is located northwest of the property on 6th Street and Commonwealth Avenue and the Superior Court Building (formerly CNA Insurance building) is located directly adjacent to the Property at the southeast corner of 6th Street and Commonwealth Avenue. The northwest and southwest corners of 6th Street and Commonwealth Avenue are currently being used for surface parking. Further east, the north side of 6th Street is used for general offices, with stores and neighborhood services east of Benton Way. Areas north of the 6th Street frontage are developed with high-density multi-story residential dwellings.

Facing the recreation center on the easterly side of La Fayette Park Place is a parking lot serving a three-story Medical Office building and surrounding businesses. On both northern corners of Wilshire Boulevard and Rampart Boulevard are high-rise residential buildings, one 9 stories and one 13 stories.

The southeast corner of Wilshire Boulevard and La Fayette Park Place is developed with a two-story office building used for professional training (California Adam's College) and a Chuck E. Cheese restaurant. The triangular-shaped parcel to the west has two tennis courts and grass covered areas. West of Hoover Street the Wilshire Boulevard frontage is primarily used for unenclosed parking, plus a Midway Automobile Leasing office. Sunset Place is developed with apartment buildings of varying heights and sizes.

A 13-story residential building, formerly the Sheraton Town House, occupies the west side of Commonwealth Avenue facing the park. Several blocks further west beyond

<sup>1</sup> California Scenic Highway Mapping System, State of California Department of Transportation, website: <http://www.dot.ca.gov/hq/LandArch/scenic/cahisys.htm>, and City of Los Angeles, Department of City Planning, Environmental and Public Facilities Maps, Scenic Highways, September 1, 1996.

Virgil Avenue is the Wilshire/Vermont Metro Rail Station and several blocks south of the site is the Westlake/MacArthur Park Metro Rail Station.

The proposed Project would alter the visual character of the Project Site as it would result in the addition of a building on space currently used as park open space. However, the Project would not introduce incompatible visual elements to the Project Site or to the surrounding area as the proposed use would be consistent with the uses in the park and the character of the surrounding area and the existing uses in the immediate vicinity of the Project Site.

The Project proposes the construction of a three-story building, built into the downward slope of the park so that two stories are visible from the surrounding streets and three stories are visible when viewed from inside the park. Land uses in the immediate vicinity of the Project Site include mid- to high-rise development generally ranging from two to 13 stories. The building heights and massing of the proposed Project would create a change in the visual character of the Project Site from what currently exists in this portion of the park. However, it would be similar in height and massing compared to the surrounding commercial, office, and multi-family residential structures surrounding the Project Site and is consistent with the visual character of the area and the surrounding C1-2, C2-2, C4-2, R4-2, and R5-2 zoned parcels.

The buildings surrounding the Project Site vary in age and architectural style from more contemporary structures to buildings that were constructed from the 1940s. The proposed Project's design is a style that is more compatible with the contemporary designs that have been incorporated in buildings constructed in the area over the past 20 years. The proposed Project would include architectural features, such as planters, balconies, and other articulated elements to the exterior façade. Varying building materials are proposed such as glass, metal panels, and other such contemporary materials to provide consistency with the recent development that has occurred near the Project Site.

As a result of the building's architectural design and orientation on the Project Site, the proposed Project would be effectively integrated into the aesthetics of the Project Site and area by means of design, architecture, size, massing, and location. Furthermore, the proposed Project's location, height, scale, and architectural features are generally compatible with existing and planned development for the Wilshire Community Plan area. The Project would enhance the park's existing landscaping in open space areas and along the edges of the park at La Fayette Park Place and 6<sup>th</sup> Street.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. CREATE A NEW SOURCE OF SUBSTANTIAL LIGHT OR GLARE WHICH WOULD ADVERSELY AFFECT DAY OR NIGHTTIME VIEWS IN THE AREA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The Project Site is located in a well-lit urban park in an urban, developed area where there are moderate levels of existing ambient nighttime lighting including street lights, architectural and security lighting, indoor building illumination (light emanating from the interior of structures which passes through windows) and automobile headlights. Artificial light impacts are largely a function of proximity. The Project Site is located within an urban environment, so that light emanating from any one source contributes to rather than is solely responsible for lighting impacts on a particular use. Since development surrounding the Project Site is already impacted by lighting from existing development within the area, new light sources must occupy a highly visible amount of the field of view of light-sensitive uses to have any notable effect.

Although there are no residential uses directly adjacent to the portion of the park where the Project is proposed, the proposed Project would include lighting which would be wall mounted or ground mounted and would be directed downward and shielded. Wall mounted security lighting would remain lit all night at each entrance and/or exit. Furthermore, the majority of lighting associated with the proposed Project would be directed internally to the Project Site, away from neighboring land uses. Interior and exterior lights on the Project Site would not shine directly onto light-sensitive uses, and would not result in light trespass, as there are no sensitive uses adjacent to this portion of the park. Therefore, impacts associated with illumination would be less than significant.

Glare is a common phenomenon in the southern California area due mainly to the occurrence of a high number of days per year with direct sunlight and the highly urbanized nature of the region, which results in a large concentration of potentially reflective surfaces. Potential reflective surfaces in the Project vicinity include automobiles traveling and parked on streets in the vicinity of the Project Site and exterior building windows. Excessive glare not only restricts visibility, but increases the ambient heat reflectivity in a given area.

The exterior portions of the proposed building would utilize various non-reflective material designed to minimize the transmission of glare from buildings. In addition, the proposed building would incorporate exterior landscaping, as necessary, to reduce potential glare generated by windows and glass panels. As such, impacts associated with glare would be less than significant.

<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
-----------------------------------------------	---------------------------------------------------------------------------	---------------------------------------------	----------------------

**II. AGRICULTURE AND FOREST RESOURCES.** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	----------------------------------------------------	------------------------------	-----------

significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the Project:

- |                                                                                                                                                                                                                                     |                          |                          |                          |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. CONVERT PRIME FARMLAND, UNIQUE FARMLAND, OR FARMLAND OF STATEWIDE IMPORTANCE, AS SHOWN ON THE MAPS PREPARED PURSUANT TO THE FARMLAND MAPPING AND MONITORING PROGRAM OF THE CALIFORNIA RESOURCES AGENCY, TO NON-AGRICULTURAL USE? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

**No Impact.** The Project Site is a portion of an existing urban park. No Farmland, agricultural uses, or related operations are present within the Project Site or surrounding area. Due to the urban setting, the Project Site and surrounding area are not included in the Farmland Mapping and Monitoring Program of the California Resources Agency. Therefore, the proposed Project would not result in any impacts to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	----------------------------------------------------	------------------------------	-----------

- |                                                                                      |                          |                          |                          |                                     |
|--------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. CONFLICT WITH EXISTING ZONING FOR AGRICULTURAL USE, OR A WILLIAMSON ACT CONTRACT? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

**No Impact.** The Project Site is not zoned for agricultural uses or enrolled under the Williamson Act. In addition, the Project Site is not located within a designated Agricultural Opportunity Area. Therefore, no conflict with agricultural zoning, designated Agricultural Opportunity Area, or Williamson Act contracts would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	----------------------------------------------------	------------------------------	-----------

- |                                                                                                                                                                                                                                                                                           |                          |                          |                          |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c. CONFLICT WITH EXISTING ZONING FOR, OR CAUSE REZONING OF, FOREST LAND (AS DEFINED IN PUBLIC RESOURCES CODE SECTION 1220(G)), TIMBERLAND (AS DEFINED BY PUBLIC RESOURCES CODE SECTION 4526), OR TIMBERLAND ZONED TIMBERLAND PRODUCTION (AS DEFINED BY GOVERNMENT CODE SECTION 51104(G))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

**No Impact.** The Project Site and the surrounding area are not zoned for forest land,

timberland, or timberland zoned Timberland Production. Therefore, no conflict with forest land or timberland zoning would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. RESULT IN THE LOSS OF FOREST LAND OR CONVERSION OF FOREST LAND TO NON-FOREST USE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is located within a park in an urbanized area. The Project Site portion of the park is currently improved with paved and dirt walking trails, grass, and palm trees. No forest land or related operations are present within the Project Site or surrounding area. Therefore, the proposed Project would not result in the loss of forest land or the conversion of forest land to non-forest use.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. INVOLVE OTHER CHANGES IN THE EXISTING ENVIRONMENT WHICH, DUE TO THEIR LOCATION OR NATURE, COULD RESULT IN CONVERSION OF FARMLAND, TO NON-AGRICULTURAL USE OR CONVERSION OF FOREST LAND TO NON-FOREST USE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As discussed above, no Farmland, agricultural uses, forest land, or related operations exist on or near the Project Site. Accordingly, the proposed Project would not directly or indirectly cause the conversion of Farmland to non-agricultural use or the conversion of forest land to non-forest use. Therefore, no impacts to Farmland or forest land would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. <b>AIR QUALITY.</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:				
a. CONFLICT WITH OR OBSTRUCT IMPLEMENTATION OF THE SCAQMD OR CONGESTION MANAGEMENT PLAN?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project will neither conflict with the SCAQMD's 2016 Air Quality Management Plan (AQMP) nor jeopardize the region's attainment of air quality standards. The AQMP focuses on achieving clean air

standards while accommodating population growth forecasts by the Southern California Association of Governments (SCAG). Specifically, SCAG’s growth forecasts from the 2016 RTP/SCS accommodates 4,609,400 persons; 1,690,300 households; and 2,169,100 jobs by 2040.

The Project Site is located in the City’s Wilshire Community Plan area. The Community Plan implements land use standards of the General Plan Framework at the local level. The proposed Project is consistent with the City’s Projected growth capacity for the Community Plan area, which accommodated a Projected population of 337,144 persons and housing base of 138,330 units by 2010.<sup>2</sup> The City has not updated Projections beyond 2010 for the Community Plan area.

The proposed Project would not add any housing or population to the City of Los Angeles or the region. As such, the RTP/SCS accommodates the proposed non-housing development through its overall accommodation of Projected population growth in the entire region. As such, the Project would not conflict with the growth assumptions in the regional air plan and this impact is considered less than significant.

<b>Table 1</b>				
<b>Project Consistency With Air Quality Management Plan Growth Forecast</b>				
<b>Forecast Year</b>	<b>Population in City of Los Angeles</b>	<b>Proposed Project</b>	<b>Households in City of Los Angeles</b>	<b>Proposed Project</b>
2012	3,845,500	0	1,325,500	0
2020	4,017,000		1,441,400	
2040	4,609,400		1,690,300	
<i>Source: DKA Planning 2017 based on SCAG 2016 Regional Transportation Plan Growth Forecast.</i>				

The City’s General Plan Air Quality Element identifies 30 policies that identify specific strategies for advancing the City’s clean air goals. For a detailed analysis of the Project’s consistency with the applicable policies of the General Plan see Appendix A (Air Quality and Greenhouse Gases Impact Report). As such, the proposed Project’s impact on the City’s General Plan would be considered less than significant.

<sup>2</sup> City of Los Angeles, *Wilshire Community Plan*, <http://cityplanning.lacity.org/complan/pdf/wilcptxt.pdf>, accessed March 2017.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. VIOLATE ANY AIR QUALITY STANDARD OR CONTRIBUTE SUBSTANTIALLY TO AN EXISTING OR PROJECTED AIR QUALITY VIOLATION?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.**

An Air Quality and Greenhouse Gases Impact Report was prepared for the Project by Douglas Kim + Associates (see Appendix A). The following incorporates and summarizes the Air Quality findings of that report.

*Regulatory Setting*

Federal

United States Environmental Protection Agency (USEPA). The USEPA is responsible for enforcing the Federal Clean Air Act (CAA), the legislation that governs air quality in the United States. USEPA is also responsible for establishing the National Ambient Air Quality Standards (NAAQS). NAAQS are required under the 1977 CAA and subsequent amendments. USEPA regulates emission sources that are under the exclusive authority of the federal government, such as aircraft, ships, and certain types of locomotives. It has jurisdiction over emission sources outside State waters (e.g., beyond the outer continental shelf) and establishes emission standards, including those for vehicles sold in States other than California, where automobiles must meet stricter emission standards set by the State.

As required by the CAA, NAAQS have been established for seven major air pollutants: CO, NO<sub>2</sub>, O<sub>3</sub>, PM<sub>2.5</sub>, PM<sub>10</sub>, SO<sub>2</sub>, and Pb. The CAA requires USEPA to designate areas as attainment, nonattainment, or maintenance for each criteria pollutant based on whether the NAAQS have been achieved. The USEPA has classified the Los Angeles County portion of the South Coast Air Basin as nonattainment for O<sub>3</sub> and PM<sub>2.5</sub>, attainment for PM<sub>10</sub>, and attainment/unclassified for CO and NO<sub>2</sub>.

State

California Air Resources Board (CARB). In addition to being subject to the requirements of the CAA, air quality in California is also governed by more stringent regulations under the California Clean Air Act (CCAA). CARB, which became part of the California Environmental Protection Agency in 1991, is responsible for administering the CCAA and establishing the California Ambient Air Quality Standards (CAAQS). The CCAA, as amended in 1992, requires all air districts in the State to achieve and maintain the CAAQS, which are generally more stringent than the federal standards and



incorporate additional standards for sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particles.

CARB has broad authority to regulate mobile air pollution sources, such as motor vehicles. It is responsible for setting emission standards for vehicles sold in California and for other emission sources, such as consumer products and certain off-road equipment. CARB established passenger vehicle fuel specifications, which became effective in March 1996. CARB oversees the functions of local air pollution control districts and air quality management districts, which, in turn, administer air quality activities at the regional and county levels.

The CCAA requires CARB to designate areas within California as either attainment or nonattainment for each criteria pollutant based on whether the CAAQS have been achieved. Under the CCAA, areas are designated as nonattainment for a pollutant if air quality data shows that a State standard for the pollutant was violated at least once during the previous three calendar years. Exceedances that are affected by highly irregular or infrequent events are not considered violations of a State standard and are not used as a basis for designating areas as nonattainment.

#### *Construction Impacts on Regional Air Quality*

Construction-related emissions were estimated using the South Coast Air Quality Management District's (SCAQMD's) CalEEMod 2016.3.1 model using a construction schedule of up to nine months. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and GHG emissions associated with both construction and operations from a variety of land use Projects. The model is considered by the SCAQMD to be an accurate and comprehensive tool for quantifying air quality and GHG impacts from land use Projects throughout California.<sup>3</sup>

Construction activities associated with the Project would temporarily create emissions of dusts, fumes, equipment exhaust, and other air contaminants. Construction activities involving grading and site preparation would primarily generate PM<sub>2.5</sub> and PM<sub>10</sub> emissions. Mobile sources (such as diesel-fueled equipment onsite and traveling to and from the Project site) would primarily generate NO<sub>x</sub> emissions. The application of architectural coatings would primarily result in the release of reactive organic gas (ROG) emissions. The amount of emissions generated on a daily basis would vary, depending on the amount and types of construction activities occurring at the same time. The analysis of daily construction emissions has been prepared utilizing the California Emissions Estimator Model (CalEEMod 2016.3.1) recommended by the SCAQMD. Due to the construction time frame and the normal day-to-day variability in construction activities, it is difficult, if not impossible, to precisely quantify the daily emissions associated with each phase of the proposed construction activities.

---

<sup>3</sup> See [www.caleemod.com](http://www.caleemod.com).

Nonetheless, Table 2 summarizes the proposed construction schedule that was modeled for air quality impacts and Table 3 identifies daily emissions that are estimated to occur on peak construction days for each construction phase.

<b>Table 2 Proposed Construction Schedule</b>		
<b>Phase</b>	<b>Duration</b>	<b>Notes</b>
Fabrication of Structures	8/10/17-11/4/17	Assumes on-site fabrication
Site Preparation	9/17/17-10/16/17	Clearing of improvements, trees
Grading	10/17/17-12/29/17	Grading
Building Construction	12/30/17-2/10/18	Installation of modular
Paving	2/11/18-3/14/18	Landscaping and paving
Architectural Coatings	3/15/18-4/27/18	
<i>Source: DKA Planning, 2017</i>		

As shown in Table 3 the construction of the proposed Project will produce VOC, NO<sub>x</sub>, CO, SO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub> emissions that do not exceed the SCAQMD's regional thresholds. As a result, construction of the proposed Project would not contribute substantially to an existing violation of air quality standards for regional pollutants (e.g., ozone). This impact is considered less than significant.

<b>Table 3 Estimated Daily Construction Emissions - Unmitigated</b>						
<b>Construction Phase Year</b>	<b>Pounds Per Day</b>					
	<b>VOC</b>	<b>NO<sub>x</sub></b>	<b>CO</b>	<b>SO<sub>x</sub></b>	<b>PM<sub>10</sub></b>	<b>PM<sub>2.5</sub></b>
2017	1	13	9	<1	1	1
2018	8	12	8	<1	1	1
<i>Maximum Regional Total</i>	8	13	9	<1	1	1
Regional Significance Threshold	75	100	550	150	150	55
Exceed Threshold?	No	No	No	No	No	No
<i>Maximum Localized Total</i>	8	13	8	<1	1	1
Localized Significance Threshold	--	74	680	--	5	3
Exceed Threshold?	N/A	No	No	N/A	No	No
<i>Source: DKA Planning, 2017 based on CalEEMod 2016.3.1 model runs. LST analyses based on 1 acre site with 25 meter distances to receptors in Central LA source receptor area.</i>						

### *Construction Impacts on Local Air Quality*

In terms of local air quality, the proposed Project would produce emissions that do not exceed the SCAQMD's recommended localized standards of significance for NO<sub>2</sub> and CO during the construction phase. Likewise, construction activities would not produce PM<sub>10</sub> and PM<sub>2.5</sub> emissions that exceed localized thresholds recommended by the SCAQMD. As a result, construction impacts on localized air quality are considered less than significant.

Fugitive dust emissions of PM<sub>10</sub> and PM<sub>2.5</sub> would be regulated by SCAQMD Rule 403, which calls for Best Available Control Measures (BACM) that include watering portions of the site that are disturbed during grading activities and minimizing tracking of dirt onto local streets. It should be noted that Table 3 assumes the application of BACMs to control fugitive dust.

Construction of the proposed Project is not expected to produce any local violation of air quality standards or contribute substantially to an existing or future air quality violation and impacts would be less than significant.

### *Operation Phase Impacts on Regional Air Quality*

The Project proposes construction of a new, three-story arts and recreation center. As such, air pollutant emissions would be generated at the Project site by area sources, energy demand, and mobile sources such as motor vehicle traffic traveling to and from the Project Site. Specifically, the Project could add vehicle trips to and from the Project Site associated with administrative functions, classes, training, and other community functions at the start of operations in 2018. The analysis of daily operational emissions associated with the proposed Project has been prepared utilizing CalEEMod 2016.3.1, as recommended by the SCAQMD. Operational emissions would not exceed SCAQMD's regional significance thresholds for VOC, NO<sub>x</sub>, CO, PM<sub>10</sub> and PM<sub>2.5</sub> emissions (Table 4). As a result, the Project's operational impacts on regional air quality are considered less than significant.

### *Operation Phase Impacts on Local Air Quality*

With regard to localized air quality impacts, the proposed Project would emit minimal emissions of NO<sub>2</sub>, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> from area and energy sources on-site. As shown in Table 4, these localized emissions would not approach the SCAQMD's localized significance thresholds that signal when there could be human health impacts at nearby sensitive receptors during long-term operations. The Project's operational impacts on localized air quality are considered less than significant.

<b>Table 4 Estimated Daily Operational Emissions - Unmitigated</b>						
<b>Emission Source</b>	<b>Pounds per Day</b>					
	<b>VOC</b>	<b>NO<sub>x</sub></b>	<b>CO</b>	<b>SO<sub>x</sub></b>	<b>PM<sub>10</sub></b>	<b>PM<sub>2.5</sub></b>
Area Sources	1	<1	<1	<1	<1	<1
Energy Sources	<1	<1	<1	<1	<1	<1
Mobile Sources	1	3	8	<1	2	1
<b>Net Regional Total</b>	<b>1</b>	<b>3</b>	<b>8</b>	<b>&lt;1</b>	<b>2</b>	<b>1</b>
<b>Regional Significance Threshold</b>	<b>55</b>	<b>55</b>	<b>550</b>	<b>150</b>	<b>150</b>	<b>55</b>
Exceed Threshold?	No	No	No	No	No	No
<b>Net Localized Total</b>	<b>1</b>	<b>&lt;1</b>	<b>&lt;1</b>	<b>&lt;1</b>	<b>&lt;1</b>	<b>&lt;1</b>
<b>Localized Significance Threshold</b>	<b>--</b>	<b>74</b>	<b>680</b>	<b>--</b>	<b>2</b>	<b>1</b>
Exceed Threshold?	N/A	No	No	N/A	No	No

Source: DKA Planning, 2017 based on CalEEMod 2016.3.1 model runs. LST analysis based on 1 acre site with 25 meter distances to receptors in Central LA source receptor area.

The long-term operation of the proposed Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation for regional and localized air quality. Impacts would be less than significant.

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
c. RESULT IN A CUMULATIVELY CONSIDERABLE NET INCREASE OF ANY CRITERIA POLLUTANT FOR WHICH THE AIR BASIN IS NON-ATTAINMENT (OZONE, CARBON MONOXIDE, & PM 10) UNDER AN APPLICABLE FEDERAL OR STATE AMBIENT AIR QUALITY STANDARD?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.**

*Construction Phase Air Quality Cumulative Impacts*

A project’s construction impacts could be considered cumulative considerable if it substantially contributes to cumulative air quality violations when considering other Projects that may undertake concurrent construction activities.

Construction of the proposed Project would not contribute significantly to cumulative emissions of any non-attainment regional pollutants. For regional ozone precursors, the Project would not exceed SCAQMD mass emission thresholds for ozone precursors during construction. Similarly, regional emissions of PM<sub>10</sub> and PM<sub>2.5</sub> would not exceed

mass thresholds established by the SCAQMD. Therefore, construction emissions impacts on regional criteria pollutant emissions would be considered less than significant.

When considering local impacts, cumulative construction emissions are considered when Projects are within close proximity of each other that could result in larger impacts on local sensitive receptors. Construction of the Project itself would not produce cumulative considerable emissions of localized nonattainment pollutants PM<sub>10</sub> and PM<sub>2.5</sub>, as the anticipated emissions would not exceed LST thresholds set by the SCAQMD. This is considered a less than significant impact.

If any other proposed Projects were to undertake construction concurrently with the proposed Project, localized CO, PM<sub>2.5</sub>, PM<sub>10</sub>, and NO<sub>2</sub> concentrations would be further increased. However, the application of SCAQMD Localized Significance Thresholds (LST) to each cumulative Project in the local area would help ensure that each Project does not produce localized hotspots of CO, PM<sub>2.5</sub>, PM<sub>10</sub>, and NO<sub>2</sub>. Any Projects that would exceed LST thresholds (after mitigation) would perform dispersion modeling to confirm whether health-based air quality standards would be violated. The SCAQMD's LST thresholds recognize the influence of a receptor's proximity, setting mass emissions thresholds for PM<sub>10</sub> and PM<sub>2.5</sub> that generally double with every doubling of distance.

Construction of the proposed Project would not have any considerable contribution to cumulative impacts on pollutant concentrations at nearby receptors.

#### *Operation Phase Cumulative Air Quality Impacts*

As for cumulative operational impacts, the proposed land use will not produce cumulatively considerable emissions of nonattainment pollutants at the regional or local level. Because the Project's air quality impacts would not exceed the SCAQMD's operational thresholds of significance as noted in Table 4, the Project's impacts on cumulative emissions of non-attainment pollutants is considered less than significant. The Project is a recreation-related administrative facility that would not include major sources of combustion or fugitive dust. As a result, its localized emissions of PM<sub>10</sub> and PM<sub>2.5</sub> would be minimal. Likewise, existing land uses in the area include land uses that do not produce substantial emissions of localized nonattainment pollutants.

Long-term operation of the Project would not result in a cumulatively considerable net increase of any non-attainment criteria pollutant and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. EXPOSE SENSITIVE RECEPTORS TO SUBSTANTIAL POLLUTANT CONCENTRATIONS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

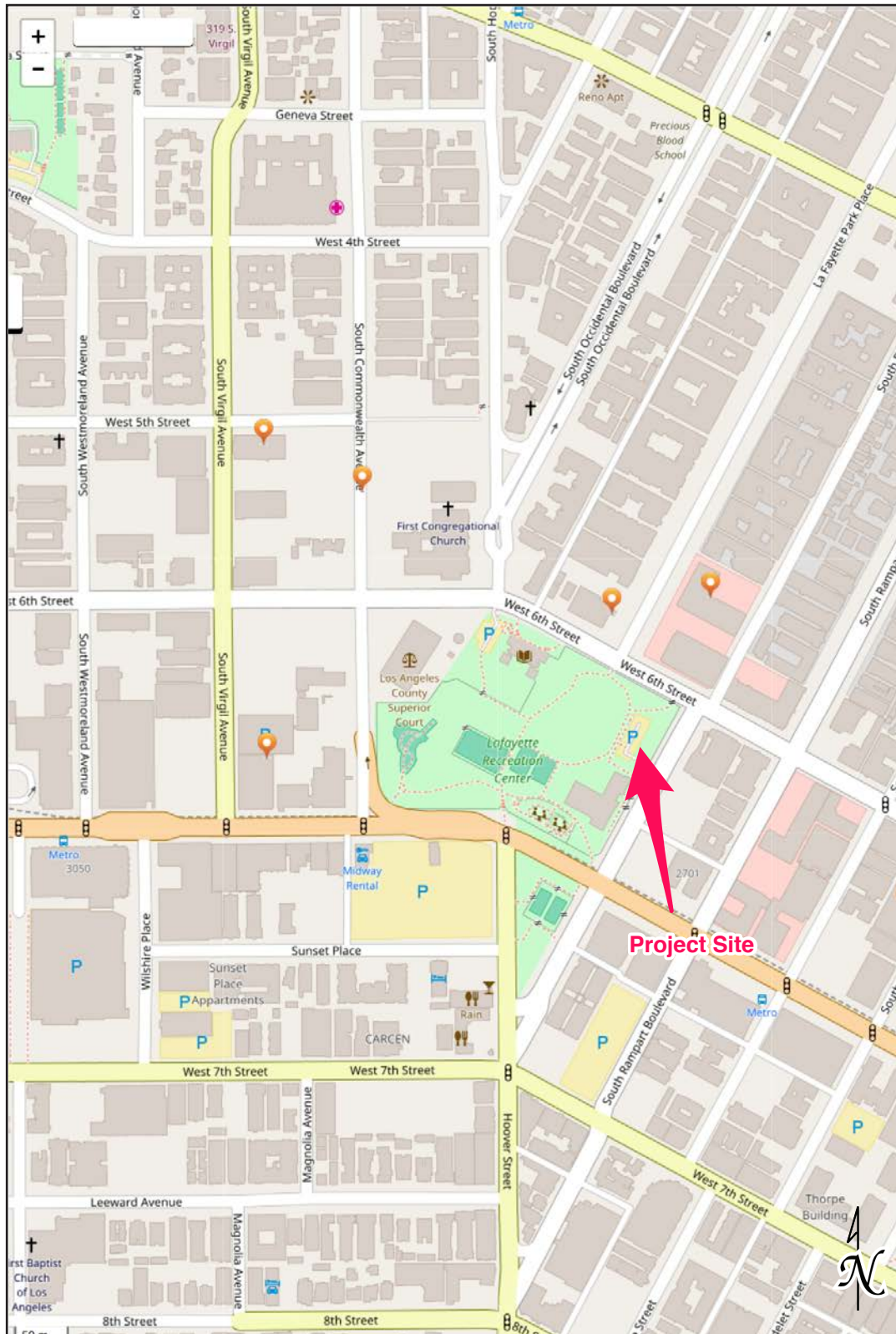
**Less Than Significant Impact.**

*Construction Phase Air Quality Impacts on Sensitive Receptors*

Construction of the proposed Project could produce air emissions that impact several existing sensitive receptors near the Project Site, including:

- Senior Citizens Center, 90 feet southeast of the Project Site;
- Pilgrim School, 540 Commonwealth Avenue; 540 feet northwest of the Project Site;
- Larchmont Charter School at La Fayette Park, 2801 West 6<sup>th</sup> Street;
- LASR Charter School, 520 South La Fayette Park Place, 300 feet north of the Project Site;
- McAlister High School, 611 South Carondelet Street, 970 feet east of the Project Site;
- Charles White Elementary School, 2401 Wilshire Boulevard, 1,230 feet east of the Project Site;
- Newton International College, 2975 Wilshire Boulevard, 780 feet west of the Project Site; and
- Medical office buildings at 500 and 520 South Virgil Avenue, as close as 960 feet northwest of the Project Site.

The locations of these receptors are shown in Figure 4, Location of Sensitive Receptors. As shown in Table 3, these nearby receptors would not be exposed to substantial concentrations of localized pollutants PM<sub>10</sub> and PM<sub>2.5</sub> from construction of the proposed Project. Specifically, construction activities would not exceed SCAQMD LST thresholds for PM<sub>10</sub> and PM<sub>2.5</sub> and represent a less than significant impact. LST thresholds represent the maximum emissions from a Project that will not cause or contribute to an exceedance of the most stringent applicable ambient air quality standard. Construction of the proposed Project would not have any significant impacts on pollutant concentrations at nearby receptors.



Source: Douglas Kim + Associates, LLC, April 2017.

## *Operation Phase Air Quality Impacts on Sensitive Receptors*

### *CO hotspots*

The proposed Project would generate long-term emissions on-site from area and energy sources that would generate negligible pollutant concentrations of CO, NO<sub>2</sub>, PM<sub>2.5</sub>, or PM<sub>10</sub> at nearby sensitive receptors. While long-term operations of the Project would generate traffic that produces off-site emissions, these would not result in exceedances of CO air quality standards at roadways in the area due to three key factors. First, CO hotspots are extremely rare and only occur in the presence of unusual atmospheric conditions and extremely cold conditions, neither of which applies to this Project area. Second, auto-related emissions of CO continue to decline because of advances in fuel combustion technology in the vehicle fleet. Finally, the Project would not contribute to the levels of congestion that would be needed to produce the amount of emissions needed to trigger a potential CO hotspot.<sup>4</sup>

### Toxic Air Contaminants

Finally, the Project would not result in any substantial emissions of Toxic Air Contaminants (TACs) during the construction or operations phase. TACs are airborne pollutants that may increase a person's risk of developing cancer or other serious health effects. TACs include over 700 chemical compounds that are identified by State and federal agencies based on a review of available scientific evidence. In California, TACs are identified through a two-step process established in 1983 that includes risk identification and risk management.

During the construction phase, the primary air quality impacts would be associated with the combustion of diesel fuels, which produce exhaust-related particulate matter that is considered a toxic air contaminant by CARB based on chronic exposure to these emissions.<sup>5</sup> However, construction activities would not produce chronic, long-term exposure to diesel particulate matter. During long-term Project operations, the Project does not include typical sources of acutely and chronically hazardous TACs such as industrial manufacturing processes and automotive repair facilities. As a result, the Project would not create substantial concentrations of TACs. In addition, the SCAQMD recommends that health risk assessments be conducted for substantial sources of diesel particulate emissions (e.g., truck stops and warehouse distribution facilities) and has provided guidance for analyzing mobile source diesel emissions.<sup>6</sup> The Project would not generate a substantial number of truck trips. Based on the limited activity of TAC sources, the Project would not warrant the need for a health risk assessment associated with on-site activities. Therefore, Project impacts related to TACs would be

---

<sup>4</sup> Caltrans, Transportation Project-Level Carbon Monoxide Protocol, updated October 13, 2010.

<sup>5</sup> California Office of Environmental Health Hazard Assessment. *Health Effects of Diesel Exhaust*. www. [http://oehha.ca.gov/public\\_info/facts/dieselfacts.html](http://oehha.ca.gov/public_info/facts/dieselfacts.html)

<sup>6</sup> SCAQMD, Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Emissions, December 2002.



less than significant. Long-term operation of the proposed Project would not have any significant impacts on pollutant concentrations at nearby receptors and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. CREATE OBJECTIONABLE ODORS AFFECTING A SUBSTANTIAL NUMBER OF PEOPLE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** According to the SCAQMD CEQA Air Quality Handbook<sup>7</sup>, land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies and fiberglass molding. The proposed Project involves the construction and operation of an arts and recreation center as an accessory to a park, which is not typically associated with odor complaints. As the proposed Project involves no elements related to industrial Projects, no objectionable odors are anticipated. Potential sources of odors during construction activities include equipment exhaust and architectural coatings. Odors from these sources would be localized and generally confined to the Project Site. The proposed Project would utilize typical construction techniques, and the odors would be typical of most construction sites. Additionally, the odors would be temporary, and construction activity associated with the proposed Project would be required to comply with SCAQMD Rule 402, which prohibits discharge of air contaminants that cause nuisance odors. Therefore, the potential impacts associated with objectionable odors would be less than significant and no further analysis of this issue is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. <b>BIOLOGICAL RESOURCES.</b> Would the Project:				
a. HAVE A SUBSTANTIAL ADVERSE EFFECT, EITHER DIRECTLY OR THROUGH HABITAT MODIFICATION, ON ANY SPECIES IDENTIFIED AS A CANDIDATE, SENSITIVE, OR SPECIAL STATUS SPECIES IN LOCAL OR REGIONAL PLANS, POLICIES, OR REGULATIONS BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME OR U.S. FISH AND WILDLIFE SERVICE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The Project Site is a 23,544 square foot site within the larger 9.72-acre La Fayette Park. The park currently contains a gymnasium, outdoor basketball courts, a children’s play area, community room, picnic tables, a lighted

<sup>7</sup> SCAQMD, CEQA Air Quality Handbook, 1993.

soccer field, skate park, lighted tennis courts, a Senior Citizen's center, a LAPD drop-in center and the Felipe de Neve Branch Library. The City of Los Angeles includes a variety of open space and natural areas that serve as habitat for sensitive species. Much of this natural open space is found in or is adjacent to the foothill regions of the San Gabriel, Santa Susana, Santa Monica, and Verdugo Mountains, the Simi Hills, and along the coastline between Malibu and the Palos Verdes Peninsula. Many of the outlying areas are contiguous with larger natural areas, and may be part of significant wildlife habitats or movement corridors. The central and south Los Angeles portions of the City contain fewer natural areas.<sup>8</sup> According to Exhibit C-2 of the *L.A. CEQA Threshold Guide*, the Project Site and immediately surrounding area is not identified as a biological resource area or a County of Los Angeles Significant Ecological Area.<sup>9</sup>

The Project Site does not contain any habitat capable of sustaining any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. There are no known locally designated natural communities at the Project Site. Furthermore, although the Project Site is located within a park, the site is not located immediately adjacent to undeveloped natural open space or a natural water source that may otherwise serve as habitat for State or federally listed species.

The Project Site includes 39 trees: 16 of which would be retained at the site and 23 of which would be removed as part of the Project. The Project would preserve all heritage trees on the Project Site. They would be protected in place with other mature canopy trees. The proposed building footprint would affect three canopy trees and in order to provide required handicapped access two relatively young canopy trees would be removed and replaced for a project total of five canopy trees to be removed. These five removed trees would be replaced with 10 canopy trees. There is one very young ash tree that would be transplanted on the Project Site. The Project is located on a site with an extensive grove of Mexican fan palms, some queen palms and a few California fan palms. The palms provide little effective shade for the seating area below. Thirteen palms are located within the footprint of the proposed building. Four palms are located in the area of the proposed seating mound. One palm is located in the area where three parking spaces would be created. This adds up to a total of 18 palms to be replaced with 18 canopy trees. All palms that are not affected by the project would be protected in place.

While trees on the Project Site could contain bird nests, the birds would be substantially accustomed to urban activity. The Project proponent would be required to comply with the federal Migratory Bird Treaty Act of 1918 (50 C.F.R. Section 10.13), and Sections 3503, 3503.5, and 3513 of the California Fish and Game Code, if removing trees from the Project Site. Therefore, the Project would have a less than significant impact on sensitive biological species or habitat and no further analysis is required.

---

<sup>8</sup> City of Los Angeles, *L.A. CEQA Thresholds Guide*, 2006, pages C-1 – C-2.

<sup>9</sup> City of Los Angeles Department of City Planning, *General Plan, Conservation Element, Exhibit B2, SEAs and Other Resources*, January 2001.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. WOULD THE PROJECT HAVE A SUBSTANTIAL ADVERSE EFFECT ON ANY RIPARIAN HABITAT OR OTHER SENSITIVE NATURAL COMMUNITY IDENTIFIED IN LOCAL OR REGIONAL PLANS, POLICIES, AND REGULATIONS OR BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME OR U.S. FISH AND WILDLIFE SERVICE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is a 23,544 square foot site within the larger 9.72-acre La Fayette park. The park currently contains a gymnasium, outdoor basketball courts, a children’s play area, community room, picnic tables, a lighted soccer field, skate park, lighted tennis courts, a Senior Citizen’s center, a LAPD drop-in center and the Felipe de Neve Branch Library. No riparian or other sensitive habitat areas are located on or adjacent to the Project Site.<sup>10</sup> Consequently, the Project Site does not support any sensitive natural communities, such as riparian habitat, coastal sage scrub, oak woodlands, or non-jurisdictional wetlands. Therefore, the proposed Project would not have any impact on any sensitive natural communities, and no further analysis of this issue is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. HAVE A SUBSTANTIAL ADVERSE EFFECT ON FEDERALLY PROTECTED WETLANDS AS DEFINED BY SECTION 404 OF THE CLEAN WATER ACT (INCLUDING, BUT NOT LIMITED TO, MARSH VERNAL POOL, COASTAL, ETC.) THROUGH DIRECT REMOVAL, FILLING, HYDROLOGICAL INTERRUPTION, OR OTHER MEANS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is a 23,544 square foot site within the larger 9.72-acre La Fayette park. The park currently contains a gymnasium, outdoor basketball courts, a children’s play area, community room, picnic tables, a lighted soccer field, skate park, lighted tennis courts, a Senior Citizen’s center, a LAPD drop-in center and the Felipe de Neve Branch Library. Review of the National Wetlands Inventory identified no protected wetlands in the vicinity of the Project Site.<sup>11</sup> Further, the Project Site does not support any riparian or wetland habitat, as defined by Section 404 of the Clean Water Act (see

<sup>10</sup> Environmental and Public Facilities Maps: Significant Ecological Areas, Los Angeles City Planning Department, September 1, 1996.

<sup>11</sup> U.S. Fish and Wildlife Service, National Wetlands Inventory, Wetlands Mapper, website: <http://www.fws.gov/wetlands/Data/Mapper.html>, accessed: March 2017.

Section IV(b), above) and no impacts to riparian or wetland habitats would occur with implementation of the proposed Project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. INTERFERE SUBSTANTIALLY WITH THE MOVEMENT OF ANY NATIVE RESIDENT OR MIGRATORY FISH OR WILDLIFE SPECIES OR WITH ESTABLISHED NATIVE RESIDENT OR MIGRATORY WILDLIFE CORRIDORS, OR IMPEDE THE USE OF NATIVE WILDLIFE NURSERY SITES?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As discussed in Section IV(a), the Project Site is a 23,544 square foot site within the larger 9.72-acre La Fayette park. The park currently contains a gymnasium, outdoor basketball courts, a children’s play area, community room, picnic tables, a lighted soccer field, skate park, lighted tennis courts, a Senior Citizen’s center, a LAPD drop-in center and the Felipe de Neve Branch Library. Due to the highly urbanized surroundings, there are no wildlife corridors or native wildlife nursery sites in the vicinity of the Project Site. Therefore, implementation of the proposed Project would have no impact on the movement of any resident or migratory fish or wildlife species.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. WOULD THE PROJECT CONFLICT WITH ANY LOCAL POLICIES OR ORDINANCES PROTECTING BIOLOGICAL RESOURCES, SUCH AS A TREE PRESERVATION POLICY OR ORDINANCE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As discussed above, the Project Site includes 39 trees: 16 of which would be retained at the site and 23 of which would be removed as part of the Project. The Project would preserve all heritage trees on the Project Site. They would be protected in place with other mature canopy trees. The proposed building footprint would affect three canopy trees and in order to provide required handicapped access two relatively young canopy trees would be removed and replaced for a project total of five canopy trees to be removed. These five removed trees would be replaced with 10 canopy trees. There is one very young ash tree that would be transplanted on the Project Site. The Project is located on a site with an extensive grove of Mexican fan palms, some queen palms and a few California fan palms. The palms provide little effective shade for the seating area below. Thirteen palms are located within the footprint of the proposed building. Four palms are located in the area of the proposed seating mound. One palm is located in the area where three parking spaces would be created. This adds up to a total of 18

palms to be replaced with 18 canopy trees. All palms that are not affected by the project would be protected in place.

Department of Recreation and Parks designated Heritage Trees are individual trees of any size or species that are specially designated as heritage because of their historical, commemorative, or horticultural significance. Lafayette Park has a designated Heritage Trees of the Firewheel Tree (*Stenocarpus Sinuatus*), none of which would be removed as part of the Project. Trees protected under City of Los Angeles Ordinance No. 177,404 include Valley Oak, California Live Oak, and any other tree of the oak genus indigenous to California, excluding the Scrub Oak; Southern California Black Walnut; Western Sycamore; and the California Bay. There are no City of Los Angeles protected trees located on the Project Site, and therefore none of these tree species would be affected by the Project. The Project Site does not support oak woodlands or contain oak or other unique native trees, such as junipers, Joshuas, or southern California black walnut. Therefore, the proposed Project would not affect any oak woodlands or other unique native trees, and no further analysis of this issue is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. WOULD THE PROJECT CONFLICT WITH THE PROVISIONS OF AN ADOPTED HABITAT CONSERVATION PLAN, NATURAL COMMUNITY CONSERVATION PLAN, OR OTHER APPROVED LOCAL, REGIONAL, OR STATE HABITAT CONSERVATION PLAN?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site and its vicinity are not part of any draft or adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan. Therefore, no impact would occur with implementation of the proposed Project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. <b>CULTURAL RESOURCES.</b> Would the Project:				
a. CAUSE A SUBSTANTIAL ADVERSE CHANGE IN SIGNIFICANCE OF A HISTORICAL RESOURCE AS DEFINED IN STATE CEQA SECTION 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A substantial adverse change in the significance of an historic resource means demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would

be materially impaired.<sup>12</sup> The CEQA Guidelines go on to state that “[t]he significance of an historic resource is materially impaired when a Project... [d]emolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources... local register of historic resources... or its identification in a historic resources survey.”<sup>13</sup> A Historic Impacts Assessment was prepared for the Project by Historic Resources Group (see Appendix B). The following incorporates and summarizes the findings of that report.

In the late 1890s the area that is now Lafayette Park was a natural depression located at what was then the city’s western boundary. The land was donated to the Los Angeles Department of Parks by Clara Shatto, the wife of developer George Shatto, who owned Catalina Island from 1887 to 1891. The land was developed into a park and was christened “Sunset Park” at a Park Commissioners’ meeting on March 6, 1896. Sunset Park became the western boundary of the neighboring Wilshire Boulevard Tract, subdivided in 1895 by Henry Gaylord Wilshire and his brother William on a 35-acre barley field located just east of the newly-created Westlake Park (later renamed MacArthur Park). The Wilshire brothers intended to improve the eight-block tract with opulent single-family residences that would attract wealthy patrons to move west of Westlake Park. To garner attention and fanfare for the new subdivision, Wilshire laid out a 120-foot-wide graveled road stretching the four blocks from Westlake Park to Sunset Park. The wide road bordered with concrete sidewalks created an appealing streetscape, and Wilshire’s fledgling tract soon grew into one of the city’s first elite enclaves.<sup>14</sup>

An 1896 report titled “Lungs of Los Angeles” described plans for Sunset Park, which consisted of a terraced design with a large oval bicycle path. Archival photographs show that, in the early 1910s, the park was laid out in a picturesque manner typical of parks of that era. The park incorporated curvilinear paths, earthworks, and a wide range of decorative plantings. In 1920 Sunset Park was renamed Lafayette Park after American Revolutionary War hero Gilbert du Motier, Marquis de Lafayette. In 1937 Arnold Foerster, a Federal Art Project sculptor from Glendale, crafted for the park a statue of the Marquis de Lafayette to symbolize the friendship between the United States and France.

The 2009 “Wilshire Center and Koreatown Recovery Redevelopment Area Intensive Historic Resources Survey,” conducted by PCR Services Corporation for the City of Los Angeles Community Redevelopment Agency, identified Lafayette Park as eligible for listing in the National Register, at the local level of significance, under Criterion A; in the California Register under Criterion 1; and as a local Historic-Cultural Monument. It is

---

<sup>12</sup> CEQA Guidelines, section 15064.5(b)(1).

<sup>13</sup> CEQA Guidelines, section 15064.5(b)(2).

<sup>14</sup> Excerpted and adapted from PCR Services Corporation for the City of Los Angeles Community Redevelopment Agency, “Wilshire Center and Koreatown Recovery Redevelopment Area Intensive Historic Resources Survey,” 2009.

therefore considered an historical resource for purposes of this assessment.

### **Felipe de Neve Branch Library**

The Felipe de Neve Branch Library is located at 2820 West 6th Street on the elevated northern edge of Lafayette Park. It was constructed in 1929 and was named in honor of the Spanish governor of Alta California who ordered the founding of the Pueblo of Los Angeles in 1781. The library was designed by architect Austin Whittlesey in the Romanesque Revival style. It is a two-story building with a rectangular plan and a low-pitched side gable roof clad in clay Mission tiles. The exterior walls are of brick masonry construction with decorative horizontal banding of cast stone, and a frieze inset with ceramic tiles in a pattern of crosses and diamonds. The primary entrance is symmetrically located on the north façade and consists of a pair of paneled wood doors, deeply recessed in a round-arched opening with a decorative cast stone surround. Fenestration on the primary (north) façade consists of stacked, divided light casement windows in tall, narrow apertures. Fenestration on the south façade consists of large, round-arched, divided light casement windows overlooking terraced gardens that lead down to the park. Two brick-and-glass pavilions flanking the south façade were added as part of a 1998 Project to rehabilitate, seismically retrofit, and expand the branch.<sup>15</sup>

In 1987 the Felipe de Neve Branch Library, along with several other Los Angeles branch libraries, was individually listed in the National Register of Historic Places under a thematic group submittal. In 1989 the library was designated Los Angeles Historic-Cultural Monument No. 452.<sup>16</sup> It is therefore a historical resource as defined by CEQA.

### **Lafayette Multipurpose Community Center**

The Lafayette Multipurpose Community Center is located at 625 South La Fayette Park Place, in the southeast portion of Lafayette Park. It was originally constructed in 1963 as the Lafayette Park Senior Citizen Center. The original building was designed by Glendale architect Graham Latta (1906-1992) who designed many Mid-century Modern civic and institutional buildings in Southern California including schools, libraries, fires stations, and recreation centers, as well as residences and office buildings. The original, approximately 4,000-square-foot building was two stories in height and Mid-century Modern in style, with a rectangular plan, a roof of concrete barrel vaults, and exterior walls of brick. In 2011 the Center was remodeled and expanded with an approximately 11,000-squarefoot addition, designed by Los Angeles architect Stephen Kanner, which includes classrooms, community rooms, and a gymnasium.<sup>17</sup> Historic aerial photographs indicate that at approximately the same time, the open area northwest of

---

<sup>15</sup> "Felipe de Neve Branch Library," STIR Architecture, <http://www.stirarchitecture.com/about/our-work/felipe-de-nevebranch-library> (accessed February 24, 2017).

<sup>16</sup> "Felipe de Neve Branch Library," LAPL Landmarks, <http://www.laplhistoricsites.org/felipe.php> (accessed February 23, 2017).

<sup>17</sup> Christopher Hawthorne, "Lafayette Park Recreation Center extends an arm to area kids," Los Angeles Times, May 8, 2011, <http://www.articles.latimes.com/print/2011/may/08/entertainment/la-ca-lafayette-20110508> (accessed February 23, 2017).

the Community Center was re-landscaped; the existing grass and canopy trees were removed, and replaced with exposed earth and palm trees.<sup>18</sup>

The Lafayette Multipurpose Community Center was not identified in the 2009 “Wilshire Center and Koreatown Recovery Redevelopment Area Intensive Historic Resources Survey,” either individually or as a contributing feature of Lafayette Park. Due to the extensive alterations and expansion of the building in 2011 it no longer retains sufficient integrity to convey its original Mid-century Modern design, or any historical association with mid-20th century development of the park and the Westlake neighborhood. It is therefore not individually eligible for listing in the National Register or the California Register, or as a local Historic-Cultural Monument; and it is not a contributing feature of Lafayette Park. It is not considered an historical resource for purposes of this assessment.

### **Project Impact Analysis**

The Project will construct a new, three-story community center on what is currently open space that consists of exposed earth landscaped primarily with palm trees, some of which will be removed to accommodate the proposed new construction. The Project would not involve the demolition of any historical resources in Lafayette Park or in the vicinity. The palm trees will be replaced per Recreation and Parks standards. Because the landscape design and features of Lafayette Park have previously been substantially altered, the proposed new building will not demolish any significant character-defining features of the park. This area of the park was re-landscaped about 2011, in connection with the addition to the nearby community center. No heritage trees are located in this portion of the park, and no heritage trees would be removed in the scope of this Project. The majority of the park’s nearly ten acres will remain unaltered by the Project, and the Project would not demolish the Felipe de Neve Branch Library or any other historical resources in the surrounding area.

The Project does not involve relocation of any buildings, structures or character-defining landscape features of Lafayette Park. As discussed above, the Project will construct a new, three-story community center on what is currently an under-utilized open space of exposed earth landscaped with palm trees. Some of these trees will be removed to accommodate the new construction. However, the landscape design and features of Lafayette Park have previously been substantially altered, and the removal of these palm trees will not impact the park’s integrity or its significance under Criterion A/1.

The Project would not involve the conversion or rehabilitation of Lafayette Park or the Felipe de Neve Branch Library. The Project would involve alterations to Lafayette Park. The Project would construct a new, three-story, 24,860-square-foot building on what is currently an open space that consists of exposed earth, landscaped primarily with palm trees. However, in order for this alteration to be considered a substantial adverse change, it must be shown that the integrity and/or significance of Lafayette Park would be materially impaired by the proposed alteration.

---

<sup>18</sup> Historic Aerials, <https://www.historicaerials.com/viewer#> (accessed February 29, 2017).



The proposed new building will occupy space that has historically been open, and some of the trees currently occupying the site will be removed to accommodate the new construction. The landscape design and features of Lafayette Park have previously been substantially altered. The portion of the park that contains the Project Site appears in a circa 1913 photograph as a lawn area dotted with specimen trees and surrounded by curvilinear paths. Historic aerial photographs show that this remained a lawn area into the early 21st century, although the plantings and path configurations changed. By 2012, possibly in connection with the expansion of the nearby community center, this portion of the park had been completely re-landscaped; the lawn and existing canopy trees were removed and replaced with exposed earth and palm trees.

The Project will alter the existing landscaping in the northeast portion of Lafayette Park on the Project Site, but because the landscape in this portion of the park was previously altered, the proposed new building will not alter any significant character-defining features of the park. The proposed building will be located in an area that has historically been open space; however, the proposed new building's footprint is comparatively small in relation to the size of the park, and the entire Project Site occupies only 23,544 square feet, approximately 5.5%, of the park's total area of 9.72-acres. Most of the northeast portion of the park surrounding the new building will remain open space, and the majority of the park's nearly ten acres will remain unaltered by the Project. Lafayette Park was determined eligible for listing under Criterion A/1 as a public park associated with the westward expansion of Los Angeles in the late 19th century. According to National Park Service guidance, a property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person.<sup>19</sup> Although the park's landscape design, features and materials have been substantially altered, it retains its original boundaries and remains a public park composed primarily of landscaped, recreational open space. After construction of the Project, Lafayette Park will continue to retain its original boundaries and will remain a public park composed primarily of recreational open space, and therefore will retain sufficient integrity to convey its significance under Criterion A/1.

As discussed above, the Project would construct a new, three-story, 24,860-square-foot building on what is currently an open space that consists of exposed earth, landscaped primarily with palm trees. Because the landscape in this portion of the park was previously altered, the proposed new building will not alter any significant character-defining features of the park; and because the proposed new building's footprint is comparatively small in relation to the size of the park, the majority of the park's nearly ten acres will be unaltered by the Project and will remain recreational open space.

The proposed new building would be located more than 100 feet southeast of the existing Felipe de Neve Branch Library, and would sit at a lower grade than the library

---

<sup>19</sup> National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation (Washington D.C.: National Park Service, U.S. Department of Interior, 1997), 46.

due to the existing topography of the site. The new building’s overall height, to the top of the stair penthouse, will be 39’-8”. However, the main roof height of 33’-6” would be almost the same as the library, which is approximately 34 feet in height. This would be mitigated by the new building’s location at a lower grade and by its horizontal distance from the library. The Project would not materially impact the library in any way.

As discussed above, Lafayette Park was determined eligible for listing under Criterion A/1 as a public park associated with the westward expansion of Los Angeles in the late 19<sup>th</sup> century. According to National Park Service guidance, a property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person.<sup>20</sup> Although the park’s landscape design, features and materials have been substantially altered, it retains its original boundaries and remains a public park composed primarily of landscaped, recreational open space. After construction of the Project, the majority of Lafayette Park’s nearly ten acres will remain a public park consisting primarily of recreational open space. The park will therefore retain sufficient integrity to convey its significance under Criterion A/1. The Felipe de Neve Branch Library will remain unaltered. The integrity and significance of both resources will therefore remain materially unimpaired by the proposed new construction.

**Conclusion**

Analysis of the potential impacts to historical resources has demonstrated that the Project will not relocate, convert, or rehabilitate historical resources located on the Project Site or in the vicinity; and that the proposed new construction and resulting alterations to Lafayette Park will not materially impair the significance or integrity of the park or the Felipe de Neve Branch Library. Therefore, the Project will not result in a substantial adverse change in the significance of these historical resources. They will continue to convey their historical significance after construction of the Project, and will maintain their eligibility for listing in the National Register of Historic Places, the California Register of Historical Resources, and as local Historic-Cultural Monuments. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. CAUSE A SUBSTANTIAL ADVERSE CHANGE IN SIGNIFICANCE OF AN ARCHAEOLOGICAL RESOURCE PURSUANT TO STATE CEQA SECTION 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Based on a review of City of Los Angeles Prehistoric and Historic Archaeological Sites and Survey Areas map, the Project Sites and the immediately surrounding areas do not contain any known archaeological sites or

<sup>20</sup> National Register Bulletin 15, 46.

archaeological survey areas.<sup>21</sup> In addition, the proposed Project is located in a highly urbanized area of the City of Los Angeles and has been subject to past disturbance, including the construction of office uses and parking on the Sites in the past. Any archaeological resources that may have existed near the surface are likely to have been disturbed or previously removed. However, because the proposed Project will result in deeper excavations than previously performed on the site, the possibility exists that deeper lying archeological artifacts may be present that were not recovered during prior construction or other human activity. While the uncovering of notable resources is not anticipated, should archaeological resources be discovered during grading or construction activities, compliance with Public Resources Code (PRC) Section 21083.2 is required. According to the regulation, work would cease in the area of the find until a qualified archaeologist has evaluated the find in accordance with federal, State, and local guidelines, as required by existing regulatory requirements. The required compliance would ensure any found deposits are treated in accordance with federal, State, and local guidelines, including those set forth in to PRC Section 21083.2. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. DIRECTLY OR INDIRECTLY DESTROY A UNIQUE PALEONTOLOGICAL RESOURCE OR SITE OR UNIQUE GEOLOGIC FEATURE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** No unique geologic features are located on the Project Site, which is entirely developed with commercial and surface parking lot uses. Based on a review of City of Los Angeles Vertebrate Paleontological Resources and Invertebrate Paleontological Resources maps, the Project Site and immediate surrounding areas do not contain any known vertebrate paleontological resources.<sup>22</sup> However, a large portion of the Los Angeles Basin is underlain by bedrock and older surface sediments where fossils may be found.<sup>23</sup> The proposed Project may result in deeper excavations than previously performed, and as such, the possibility exists that deeper lying paleontological artifacts that were not recovered during prior construction or other human activity may be present. As a result, the proposed Project could uncover a unique paleontological resource or unique geologic feature. Should paleontological resources be discovered during grading or construction, existing regulatory requirements would require the City of Los Angeles Department of Building and Safety to be notified immediately, and all work to cease in the area of the find until a

<sup>21</sup> City of Los Angeles Department of City Planning, Environmental and Public Facilities Maps: Prehistoric and Historic Archaeological Sites and Survey Areas in the City of Los Angeles, September 1996.

<sup>22</sup> City of Los Angeles Department of City Planning, Environmental and Public Facilities Maps: Vertebrate Paleontological Resources in the City of Los Angeles, September 1996.

<sup>23</sup> City of Los Angeles Department of City Planning, Environmental and Public Facilities Maps: Invertebrate Paleontological Resources in the City of Los Angeles, September 1996.

qualified paleontologist evaluates the find. The required compliance would ensure that the found deposits would be treated in accordance with federal, State, and local guidelines, including those set forth in PRC Section 21083.2. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. DISTURB ANY HUMAN REMAINS, INCLUDING THOSE INTERRED OUTSIDE OF FORMAL CEMETERIES?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** It is unknown whether human remains are located at the Project Site. Any human remains that may have existed near the site surface are likely to have been disturbed or previously removed. Even so, should human remains be encountered unexpectedly during grading or construction activities, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If human remains of Native American origin are discovered during Project construction, compliance with State laws, which fall within the jurisdiction of the Native American Heritage Commission (PRC Section 5097), relating to the disposition of Native American burials would be required. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. <b>GEOLOGY AND SOILS.</b> Would the Project:				
a. EXPOSURE OF PEOPLE OR STRUCTURES TO POTENTIAL SUBSTANTIAL ADVERSE EFFECTS, INCLUDING THE RISK OF LOSS, INJURY OR DEATH INVOLVING:				
i. RUPTURE OF A KNOWN EARTHQUAKE FAULT, AS DELINEATED ON THE MOST RECENT ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING MAP ISSUED BY THE STATE GEOLOGIST FOR THE AREA OR BASED ON OTHER SUBSTANTIAL EVIDENCE OF A KNOWN FAULT? REFER TO DIVISION OF MINES AND GEOLOGY SPECIAL PUBLICATION 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A significant impact may occur if a Project Site is located within a State-designated Alquist-Priolo Zone or other designated fault zone, and appropriate building practices are not employed. The Project Site is located in the seismically active region of Southern California. Numerous active and potentially active faults with surface expressions (fault traces) have been mapped adjacent to, within, and beneath the City. The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972

to mitigate the hazards of surface faulting and fault rupture to built structures. Active earthquake faults are faults where surface rupture has occurred within the last 11,000 years. Surface rupture of a fault generally occurs within 50 feet of an active fault line.

A Geotechnical Engineering Investigation was performed for the Project by Geotechnologies, Inc (see Appendix C). The following incorporates and summarizes the findings of that report. According to the Website NavigateLA, developed by the City of Los Angeles, Bureau of Engineering, Department of Public Works, a northwest-southeast trending fault is located approximately 30 feet to the north of the proposed structure.<sup>24</sup> The fault source is listed as the California Geological Survey (CGS) digital database of Fault Activity Map of California. However, as part of the Geotechnical Engineering Investigation conducted by Geotechnologies, Inc, the CGS website was reviewed and the Fault Activity Map does not show this unnamed fault.

Geologic maps by Lamar (1970), Dibblee (1989), Yerkes, et al, (1977), and the Department of Water Resources (1961) do not show this fault. The fault does not have a designated Fault-rupture Hazard Zone (Bryant, W.A. and Hart, E.W. 2007). The origin of this fault is unknown to this firm. Geotechnologies, Inc. contacted a City of Los Angeles Department of Building and Safety geologist, to inquire about the origin of this fault. While the geologist was aware that the NavigateLA website showed the trace of a fault, he did not know of the existence of any fault within this area of Los Angeles. Furthermore, he indicated that no Special Studies Zones have been delineated by the City of Los Angeles Department of Building and Safety along this fault trace.

A comparison of the boring logs drilled for this investigation was made to identify any unusual geologic conditions that may suggest the presence of a fault. Each of the borings encountered interlayered siltstone and sandstone. The bedrock samples did not exhibit shears or slickensides that are suggestive of faulting. In addition, the bedrock surface is relatively uniform, encountered at elevations of 235 feet to 238 feet above mean sea level. Based on the research by Geotechnologies, Inc, the presence of the fault as shown on the NavigateLA Website could not be corroborated or verified on other references. Therefore in the opinion of Geotechnologies, Inc, the fault need not be considered in the design of the proposed structure.

Furthermore, development at the Project Sites would incorporate the recommendations of the preliminary geotechnical assessments as a Project design element. In addition, adherence to design and construction standards, as required by State and County regulations and codes, would ensure maximum practicable protection for users of the buildings such that they can withstand acceptable risk. All aspects of seismic-related hazards, other geotechnical hazards, and erosion and sedimentation issues are regulated by Los Angeles County and/or the State of California. Therefore, impacts related to ground rupture from known earthquake faults at the Project Sites would be less than significant.

---

<sup>24</sup> NavigateLA, City of Los Angeles, Bureau of Engineering, Department of Public Works, <http://navigatea.lacity.org/navigatea/> accessed April 2017.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. EXPOSURE OF PEOPLE OR STRUCTURES TO POTENTIAL SUBSTANTIAL ADVERSE EFFECTS, INCLUDING THE RISK OF LOSS, INJURY OR DEATH INVOLVING:				
ii. STRONG SEISMIC GROUND SHAKING?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Because the Los Angeles region is generally considered to be geologically active, most Projects would be exposed to some risk from geologic hazards, such as earthquakes. Thus, in order to be considered a significant geologic impact under the City of Los Angeles *L.A. CEQA Thresholds Guide 2006*, the Project must exceed the typical risk of hazard for the region. Therefore, a significant impact may occur if a Project represents an increased risk to public safety or destruction of property by exposing people, property, or infrastructure to seismically induced ground shaking hazards that are greater than the average risk associated with other locations in Southern California.

The property is subject to strong seismic shaking from regional conditions. As discussed above, based on borings conducted and review of fault maps and records, there are no faults directly underlying the Project Site. However, as with any Southern California location, the primary geologic hazard at the site is moderate to strong ground motion (acceleration) caused by an earthquake on any of the local or regional faults. Therefore, the proposed Project would be designed and constructed in accordance with state and local building codes to reduce the potential for exposure of people or structures to seismic risks to the maximum extent possible. The proposed Project would be required to comply with the California Department of Conservation, Division of Mines and Geology (CDMG) requirements for the evaluation and mitigation of earthquake related hazards, and with the seismic safety requirements in the Uniform Building Code (UBC) and the LAMC. Compliance with such requirements would reduce seismic ground shaking impacts to the maximum extent practicable with current engineering practices. Therefore, impacts related to strong seismic ground shaking would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. EXPOSURE OF PEOPLE OR STRUCTURES TO POTENTIAL SUBSTANTIAL ADVERSE EFFECTS, INCLUDING THE RISK OF LOSS, INJURY OR DEATH INVOLVING:				
iii. SEISMIC-RELATED GROUND FAILURE, INCLUDING LIQUEFACTION?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Liquefaction is a process whereby strong seismic shaking causes unconsolidated, water-saturated sediment to temporarily lose strength and behave as a fluid. The possibility of liquefaction occurring at a given site is dependent on several factors, including: anticipated intensity and duration of ground shaking; the origin, texture, and composition of shallow sediments (in general, cohesionless, fine-grained sediments such as silts or silty sands, and areas of uncompacted or poorly compacted fills are more prone to liquefaction); and the presence of shallow groundwater.

The Seismic Hazards Maps of the State of California (CDMG, 1999), do not classify the site as part of the potentially “Liquefiable” area. This determination is based on groundwater depth records, soil type and distance to a fault capable of producing a substantial earthquake. In addition, bedrock was encountered in the exploratory borings at depths ranging between 10 and 15 feet below the existing grade. The underlying bedrock is not considered to be subject to liquefaction due to its moderately hard to hard consistency, and its long tectonic history. Based on the above considerations, the site is not considered susceptible to liquefaction during the design-based seismic event and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. EXPOSURE OF PEOPLE OR STRUCTURES TO POTENTIAL SUBSTANTIAL ADVERSE EFFECTS, INCLUDING THE RISK OF LOSS, INJURY OR DEATH INVOLVING:				
iv. LANDSLIDES?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The probability of seismically-induced landslides the Project Site is low due to the lack of significant slopes on the site and surrounding areas. Moreover, the Project Site is not within an area identified as having a potential for seismic slope instability. The Project Site included in an area of “Landslide Inventory and Hillside Areas” and there are no known landslides at the Project Site, nor is the Project Site in

the path of any known or potential landslides.<sup>25</sup> Therefore, no impact from landslides would occur at the Project Site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. RESULT IN SUBSTANTIAL SOIL EROSION OR THE LOSS OF TOPSOIL?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The Project Site portion of the park is currently an open space that consists of exposed earth, landscaped primarily with mature palm trees. The overall park is a 9.72-acre, irregularly-shaped parcel with basketball courts, soccer fields, a skate park, picnic shelters, paved pathways, statuary, and mature vegetation. Portions of the park are planted with turf, but large portions consist of a combination of exposed earth and playing fields.

During construction, grading and excavation would expose soils for a limited time, allowing for possible erosion. However, due to the temporary nature of the soil exposure during the grading and excavation processes, no substantial erosion would occur. Furthermore, during this period, development would be required to prevent the transport of sediments from the Project Site by stormwater runoff and winds through the use of appropriate Best Management Practices (BMPs). These BMPs would be detailed in the required Stormwater Pollution Prevention Program (SWPPP), which must be acceptable to the County and in compliance with the latest National Pollutant Discharge Elimination System (NPDES) Stormwater Regulations for General Construction. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. BE LOCATED ON A GEOLOGIC UNIT OR SOIL THAT IS UNSTABLE, OR THAT WOULD BECOME UNSTABLE AS A RESULT OF THE PROJECT, AND POTENTIAL RESULT IN ON- OR OFF-SITE LANDSLIDE, LATERAL SPREADING, SUBSIDENCE, LIQUEFACTION, OR COLLAPSE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Potential impacts with respect to liquefaction and landslide potential are evaluated in Checklist Questions 6 (a)(iii) and 6 (a)(iv), above.

The site was explored by Geotechnologies, Inc, on January 4, 2016, by excavating

<sup>25</sup> City of Los Angeles Department of City Planning, General Plan, Safety Element, Exhibit C, Landslide Inventory & Hillside Areas in the City of Los Angeles, June 1994.



three borings and one test pit. (See Appendix C). The borings were excavated to depths ranging between 20 and 25 feet, with the aid of a truck-mounted drilling machine using 8-inch diameter hollowstem augers. The test pit was excavated to a depth of 6 feet with the aid of a hand tools. The location of the exploratory excavations was determined from hardscape features shown on the attached Plot Plan. Elevations of the exploratory excavations were approximated from elevation contours presented in the NavigateLA Website, developed by the City of Los Angeles, Bureau of Engineering, Department of Public Works. The location and elevation of the exploratory excavations should be considered accurate only to the degree implied by the method used.

## **Geologic Materials**

### **Fill**

Fill materials were encountered in all exploratory excavations to depths ranging between 2 and 7 ½ feet below the existing site grade. The fill consists of a mixture of sand, silt and clay, which ranges from yellowish brown to dark gray in color, and is moist, medium dense, or stiff, and fine grained.

### **Alluvium**

The existing fill is underlain by native alluvial soils, consisting of interlayered mixtures of clay, sand and silt. These native alluvial soils range from medium brown to grayish brown in color, and are moist, medium dense, or stiff, and fine grained.

### **Bedrock**

Bedrock was observed underlying the alluvium in all three borings, at depths ranging between 10 and 15 feet below the existing grade. The bedrock underlying the site is comprised of thin bedded siltstone and sandstone, and is yellowish and grayish brown in color, moist, moderately hard to hard in consistency, with individual siliceous beds, and weathered layers. More detailed descriptions of the earth materials encountered may be obtained from individual logs of the subsurface excavations.

There is no evidence that the Project Site is susceptible to lateral spreading or subsidence. The site is not located on or near a hillside area, and there are no known unique geologic conditions present that would suggest that the site is subject to unstable soil conditions. No large-scale extraction of groundwater, gas, oil, or geothermal energy is occurring or planned at the site or in the general vicinity. Therefore, there is little or no potential for ground subsidence due to withdrawal of fluids or gases at the site.

All construction would comply with the City of Los Angeles Building Code, which is designed to assure safe construction and includes building foundation requirements appropriate to site conditions, and the recommendations of the approved Geotechnical Engineering Investigation by Geotechnologies, Inc. With the implementation of Building Code requirements (see discussion of Checklist Question 6(a)(ii), above), potential impacts due to landslide, lateral spreading, subsidence, liquefaction, or collapse would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. BE LOCATED ON EXPANSIVE SOIL, AS DEFINED IN TABLE 18-1-B OF THE UNIFORM BUILDING CODE (1994), CREATING SUBSTANTIAL RISKS TO LIFE OR PROPERTY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** According to the Geotechnical Engineering Investigation prepared by Geotechnologies, Inc. (Appendix C), onsite geologic materials are in the high expansion range. The Expansion Index was found to be between 92 and 98 for representative bulk samples. As a result, Geotechnologies recommended reinforcing, which is further detailed in the “Foundation Design” and “Slab-On-Grade” sections of the Geotechnical Engineering Investigation which was reviewed and approved by the City of Los Angeles Department of Building and Safety. The recommendations include removal of expansive soils. With implementation of the recommendations provided in the approved Geotechnical Engineering Investigation, impacts would be less than significant, and further analysis of this issue is not required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. HAVE SOILS INCAPABLE OF ADEQUATELY SUPPORTING THE USE OF SEPTIC TANKS OR ALTERNATIVE WASTE WATER DISPOSAL SYSTEMS WHERE SEWERS ARE NOT AVAILABLE FOR THE DISPOSAL OF WASTE WATER?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is located in a developed area of the City of Los Angeles, which is served by a wastewater collection, conveyance, and treatment system operated by the City. Project development at the Project Site would connect to the existing wastewater system. No septic tanks or alternative disposal systems are necessary, nor are they proposed. Therefore, no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	----------------------------------------------------	------------------------------	-----------

**VIII. GREENHOUSE GAS EMISSIONS.** Would the Project:

- a. GENERATE GREENHOUSE GAS EMISSIONS, EITHER DIRECTLY OR INDIRECTLY, THAT MAY HAVE A SIGNIFICANT IMPACT ON THE ENVIRONMENT?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

**Less Than Significant Impact.**

An Air Quality and Greenhouse Gases Impact Report was prepared for the Project by Douglas Kim + Associates (see Appendix A). The following incorporates and summarizes the GHG findings of that report.

The global nature of climate change creates unique challenges for assessing the Project’s climate change impact under CEQA, which focuses on cause and effect. When compared to the cumulative inventory of GHG across the globe, a single Project’s impact will be negligible. To further complicate this, there is debate about whether a Project’s emissions are adding to the net emissions worldwide, or simply redistributing emissions that would have occurred anyway somewhere in the world.

Climate change analyses are also unique because emitting carbon dioxide (CO<sub>2</sub>) into the atmosphere is not itself an adverse environmental effect. It is the increased concentration of CO<sub>2</sub> in the atmosphere resulting in global climate change and the associated consequences of climate change that results in adverse environmental affects (e.g., sea level rise, loss of snowpack, severe weather events). Although it is possible to estimate a Project’s incremental contribution of CO<sub>2</sub> into the atmosphere, it is typically not possible to determine whether or how an individual Project’s relatively small incremental contribution might translate into physical effects on the environment. Nevertheless, both short-term impacts occurring during construction and long-term effects related to the ongoing operation of the Project are discussed in this section.

*Pollutants and Effects*

Various gases in the Earth’s atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth’s surface temperature. Solar radiation entering Earth’s atmosphere is absorbed by the Earth’s surface. When the Earth emits this radiation back toward space, the radiation changes from high-frequency solar radiation to lower-frequency infrared radiation. GHGs are transparent to solar radiation and absorb infrared radiation. As a result, radiation that otherwise would escape back into space is now retained, warming the atmosphere. This phenomenon is known as the greenhouse effect.

GHGs that contribute to the greenhouse effect include:

- Carbon Dioxide (CO<sub>2</sub>) is released to the atmosphere when solid waste, fossil fuels (oil, natural gas, and coal), and wood and wood products are burned. CO<sub>2</sub> emissions from motor vehicles occur during operation of vehicles and operation of air conditioning systems. CO<sub>2</sub> comprises over 80 percent of GHG emissions in California.<sup>26</sup>
- Methane (CH<sub>4</sub>) is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from the decomposition of organic waste in solid waste landfills, raising livestock, natural gas and petroleum systems, stationary and mobile combustion, and wastewater treatment. Mobile sources represent 0.5 percent of overall methane emissions.<sup>27</sup>
- Nitrous Oxide (N<sub>2</sub>O) is emitted during agricultural and industrial activities, as well as during combustion of solid waste and fossil fuels. Mobile sources represent about 14 percent of N<sub>2</sub>O emissions.<sup>28</sup> N<sub>2</sub>O emissions from motor vehicles generally occur directly from operation of vehicles.
- Hydrofluorocarbons (HFCs) are one of several high global warming potential (GWP) gases that are not naturally occurring and are generated from industrial processes. HFC (refrigerant) emissions from vehicle air conditioning systems occur due to leakage, losses during recharging, or release from scrapping vehicles at end of their useful life.
- Perfluorocarbons (PFCs) are another high GWP gas that are not naturally occurring and are generated in a variety of industrial processes. Emissions of PFCs are generally negligible from motor vehicles.
- Sulfur Hexafluoride (SF<sub>6</sub>) is another high GWP gas that is not naturally occurring and are generated in a variety of industrial processes. Emissions of SF<sub>6</sub> are generally negligible from motor vehicles.

For most non-industrial development Projects, motor vehicles make up the bulk of GHG emissions, particularly carbon dioxide, methane, nitrous oxide, and HFCs.<sup>29</sup> As illustrated in Table 5, the other GHGs are less abundant but have higher GWP than CO<sub>2</sub>. To account for this higher potential, emissions of other GHGs are frequently expressed in the equivalent mass of CO<sub>2</sub>, denoted as CO<sub>2</sub>e. Expressing GHG emissions in carbon dioxide equivalents takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO<sub>2</sub> were being emitted. High GWP gases such as HFCs, PFCs, and SF<sub>6</sub> are the most heat-absorbent.

---

<sup>26</sup> California Environmental Protection Agency, Climate Action Team Report to Governor Schwarzenegger and the Legislature, March 2006, p. 11.

<sup>27</sup> United States Environmental Protection Agency, *Inventory of U.S. Greenhouse Gas Emissions and Sinks, 1990-2003*, April 2005 (EPA 430-R-05-003).

<sup>28</sup> United States Environmental Protection Agency, *U.S. Adipic Acid and Nitric Acid N<sub>2</sub>O Emissions 1990-2020: Inventories, Projections and Opportunities for Reductions*, December 2001

<sup>29</sup> California Air Resources Board, Climate Change Emission Control Regulations, 2004

<b>Table 5</b>	
<b>Global Warming Potential for Greenhouse Gases</b>	
<b>Greenhouse Gas</b>	<b>Global Warming Potential Factor (100-Year)</b>
Carbon Dioxide (CO <sub>2</sub> )	1
Methane (CH <sub>4</sub> )	28
Nitrous Oxide (N <sub>2</sub> O)	265
Perfluorocarbons (PFCs)	7,000-11,000
Hydrofluorocarbons (HFCs)	100-12,000
Sulfur Hexafluoride (SF <sub>6</sub> )	23,500
Source: California Air Resources Board, <i>First Update to the Climate Change Scoping Plan</i> . May 2014.	
Note: Global warming potential measures how much heat a GHG traps in the atmosphere, in this case, over a 100-year period.	

The effects of increasing global temperature are far-reaching and difficult to quantify. If the temperature of the ocean warms, it is anticipated that the winter snow season would be shortened. Snowpack in the Sierra Nevada provides both water supply (runoff) and storage (within the snowpack before melting), which is a major source of supply for the state. According to a California Energy Commission (CEC) report, the snowpack portion of the supply could potentially decline by 70 to 90 percent by the end of the 21<sup>st</sup> century. This phenomenon could lead to significant challenges securing an adequate water supply for a growing state population. Further, the increased ocean temperature could result in increased moisture flux into the state; however, since this would likely increasingly come in the form of rain rather than snow in the high elevations, increased precipitation could lead to increased potential and severity of flood events, placing more pressure on California’s levee/flood control system. Sea level has risen approximately seven inches during the last century and, according to the CEC report, it is predicted to rise an additional 22 to 35 inches by 2100, depending on the future GHG emissions levels. If this occurs, resultant effects could include increased coastal flooding, saltwater intrusion and disruption of wetlands. As the existing climate throughout California changes over time, mass migration of species, or worse, failure of species to migrate in time to adapt to the perturbations in climate, could also result. Additional detail regarding the regulatory setting of GHG is provided in Appendix A.

*Existing Emissions*

The Project Site is currently unimproved open space with passive recreation opportunities. As such, it does not generate any substantial anthropogenic GHG emissions.

## *Methodology*

The methodology utilized for this analysis is based on a Technical Advisory released by the Governor's Office of Planning and Research (OPR) on June 19, 2008 titled *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*. Both one-time emissions and indirect emissions are expected to occur each year after build-out of the Project. One-time emissions from construction and vegetation removal were amortized over a 30-year period because no significance threshold has been adopted for such emissions. The Project emission reductions are results of Project's commitments and regulatory changes, which include the implementation of the Renewables Portfolio Standard (RPS) of 33 percent, the Pavley regulation and Advanced Clean Cars program mandating higher fuel efficiency standards for light-duty vehicles, and the Low Carbon Fuel Standard (LCFS).

GHG emissions were quantified from construction and operation of the Project using SCAQMD's California Emissions Estimator Model (CalEEMod). Operational emissions include both direct and indirect sources including mobile sources, water use, solid waste, area sources, natural gas, and electricity use emissions. CalEEMod is a statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and GHG emissions associated with both construction and operations from a variety of land use Projects. The model is considered by the SCAQMD to be an accurate and comprehensive tool for quantifying air quality and GHG impacts from land use Projects throughout California.<sup>30</sup>

## *Significance Criteria*

CARB, SCAQMD and the City of Los Angeles have yet to adopt Project-level significance thresholds for GHG emissions that would be applicable to the Project.<sup>31</sup> As a result, this analysis relies on primary direction from the CEQA Guidelines. Thus, in the absence of any adopted, quantitative threshold, the Project would not have a significant effect on the environment if it is found to be consistent with the applicable regulatory plans and policies to reduce GHG emissions:

- Executive Orders S-3-05 and B-30-15;
- AB 32 Scoping Plan;
- SCAG's 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy;
- City of Los Angeles Mobility 2035 Plan;
- City of Los Angeles ClimateLA implementation plan; and
- City of Los Angeles Green Building Ordinance

---

<sup>30</sup> See [www.caleemod.com](http://www.caleemod.com).

<sup>31</sup> The South Coast Air Quality Management District formed a GHG Significance Threshold Working Group. Information on this Working Group is available at [www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/ghg-significance-thresholds/page/2](http://www.aqmd.gov/home/regulations/ceqa/air-quality-analysis-handbook/ghg-significance-thresholds/page/2) .

The following section provides an extensive analysis of the Proposed Project’s consistency with these State, regional, and local climate action-related policies. This section focuses on disclosing potential GHG emissions.

*Construction Phase Impacts on Climate Change*

Construction of the proposed Project would emit GHG emissions through the combustion of fossil fuels by heavy-duty construction equipment and through vehicle trips generated by construction workers and vendors traveling to and from the Project Site. These impacts would vary day to day over the nine-month duration of construction activities. As illustrated in Table 6, construction emissions of CO<sub>2</sub> would peak in 2017, when up to 1,391 pounds of CO<sub>2</sub>e per day are anticipated. These emissions are further incorporated in the assessment of long-term operational impacts by amortizing them over a 30-year period, pursuant to guidance from the State and SCAQMD.

<b>Table 6 Estimated Construction Emissions – Mitigated (Pounds per Day)</b>				
<b>Construction Year</b>	<b>CO<sub>2</sub></b>	<b>CH<sub>4</sub></b>	<b>N<sub>2</sub>O</b>	<b>CO<sub>2</sub>e</b>
2016	1,382	<1	0	1,391
2017	1,359	<1	0	1,369
Source: DKA Planning, 2017, based on CalEEMod 2016.3.1				

*Operations Phase Impacts on Climate Change*

Greenhouse gas emissions were calculated for long-term operations. Both one-time emissions and indirect emissions are expected to occur each year after build-out of the Project. One-time emissions from construction and vegetation removal were amortized over a 30-year period because no significance threshold has been adopted for such emissions. The Project emission reductions are results of Project’s commitments and regulatory changes, which include the implementation of the Renewables Portfolio Standard (RPS) of 33 percent, the Pavley regulation and Advanced Clean Cars program mandating higher fuel efficiency standards for light-duty vehicles, and the Low Carbon Fuel Standard (LCFS).

This analysis compares the Project’s GHG emissions to the emissions that would be generated by the Project in the absence of any GHG reduction measures (i.e., the No Action Taken (“NAT”) Scenario. This approach is consistent with the concepts used in the CARB’s *Climate Change Scoping Plan* for the implementation of AB 32. This methodology is used to analyze consistency with applicable GHG reduction plans and policies and demonstrate the efficacy of the measures contained therein, but it is not a threshold of significance.

The analysis in this section includes potential emissions under NAT scenarios and from the Project at build-out based on actions and mandates expected to be in force in 2020.

Early-action measures identified in the *Climate Change Scoping Plan* that have not been approved were not credited in this analysis. By not speculating on potential regulatory conditions, the analysis takes a conservative approach that likely overestimates the Project’s GHG emissions at build-out.

The NAT scenario is used to establish a comparison with Project-generated GHG emissions. The NAT scenario does not consider site-specific conditions, Project design features, or prescribed mitigation measures. As an example, a NAT scenario would apply a base ITE trip-generation rate for the Project and would not consider site-specific benefits resulting from the proposed mix of uses or close proximity to public transportation. The analysis below establishes NAT as complying with the minimum performance level required under Title 24. The NAT scenario also considers State mandates that were already in place when CARB prepared the *Supplemental FED* (e.g., Pavley I Standards, full implementation of California’s Statewide Renewables Portfolio Standard beyond current levels of renewable energy, and the California Low Carbon Fuel Standard).

This scenario conservatively did not include actions and mandates that are not already in place but are expected to be in force in 2020 (e.g., Pavley II), which could further reduce GHG emissions from use of light-duty vehicles by 2.5 percent.

As shown in Table 7, the emissions for the Project and its associated CARB 2020 NAT scenario are estimated to be 576 and 850 MTCO<sub>2</sub>e per year, respectively, which shows the Project will reduce emissions by 32 percent from the CARB 2020 NAT scenario. Based on these results, the Project is consistent with the reduction target as a numeric threshold (15.3 percent) set forth in the 2014 Revised AB 32 Scoping Plan.

<b>Scenario and Source</b>	<b>NAT Scenario*</b>	<b>As Proposed Scenario</b>	<b>Reduction from NAT Scenario</b>	<b>Change from NAT Scenario</b>
Area Sources	<1	<1	-	0%
Energy Sources	343	199	-144	-42%
Mobile Sources	438	308	-131	-30%
Waste Sources	12	12	-	0%
Water Sources	55	55	-	0%
Construction	3	3	-	0%
<b>Total Emissions</b>	<b>850</b>	<b>576</b>	<b>-275</b>	<b>-32%</b>
Daily construction emissions amortized over 30-year period pursuant to SCAQMD guidance. Annual construction emissions derived by taking total emissions over duration of activities and dividing by construction period.				
* NAT scenario does not assume 30% reduction in in mobile source emissions from				



Pavley emission standards (19.8%), low carbon fuel standards (7.2%), vehicle efficiency measures 2.8%); does not assume 42% reduction in energy production emissions from the State's renewables portfolio standard (33%), natural gas extraction efficiency measures (1.6%), and natural gas transmission and distribution efficiency measures (7.4%).

Source: DKA Planning, 2017.

The analysis in this report uses the 2014 Revised AB 32 Scoping Plan's statewide goals as one approach to evaluate the Proposed Project's impact (i.e., 15.3 percent reduction from NAT). The report's methodology is to compare the Project's emissions as proposed to the Project's emissions if the Project were built using a NAT approach in terms of design, methodology, and technology. This means the Project's emissions were calculated as if it was constructed with Project design features to reduce GHG and with several regulatory measures adopted in furtherance of AB 32.

While the AB 32 Scoping Plan's cumulative statewide objectives were not intended to serve as the basis for Project-level assessments, this analysis finds that its NAT comparison based on the Scoping Plan is appropriate because the Proposed Project would contribute to statewide GHG reduction goals. Specifically, the Proposed Project's location in an existing urban setting provide opportunities to reduce transportation-related emissions. It would eliminate many vehicle trips because travel to and from the Project Site could be captured by public transit and pedestrian travel instead. It would also attract existing trips on the street network that would divert to the proposed uses.

These would result in concomitant reductions in CO<sub>2</sub>e emissions that far exceed the State's AB 32 Scoping Plan goal of a 4.5 percent reduction from the overall transportation sector by 2020. As such, this analysis concludes that the Proposed Project would meet and exceed its contribution to statewide climate change obligations that are under the control of local governments in their decisionmaking.

It should be noted that each source category of GHG emissions from the proposed Project is subject to a number of regulations that directly or indirectly reduce climate change-related emissions:

1. Stationary and area sources. Emissions from small on-site sources are subject to specific emission reduction mandates and/or are included in the State's Cap and Trade program.
2. Transportation. Both construction and operational activities from the Project Site would generate transportation-related emissions from combustion of fossil fuels that are covered in the State's Cap and Trade program.
3. Energy Use. Both construction and operational activities from the Project Site would generate energy-related emissions that are covered by the State's renewable portfolio mandates, including SB 350, which requires that at least 50 percent of electricity generated and sold to retail customers from renewable energy sources by December 31, 2030.

4. Building structures. Operational efficiencies will be built into the Project that reduce energy use and waste, as mandated by CALGreen building codes.
5. Water and wastewater use. The Project would be subject to drought-related water conservation emergency orders and related State Water Quality Control Board restrictions.
6. Major appliances. The Project would include major appliances that are regulated by California Energy Commission requirements for energy efficiency.
7. Solid waste management. The Project would be subject to solid waste diversion policies administered by CalRecycle that reduce GHG emissions.

In addition to the GHG emission reductions described above, it is important to note that the CO<sub>2</sub> estimates from mobile sources (particularly CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O emissions) are likely much greater than the emissions that would actually occur. The methodology used assumes that all emissions sources are new sources and that emissions from these sources are 100 percent additive to existing conditions. This is a standard approach taken for air quality analyses. In many cases, such an assumption is appropriate because it is impossible to determine whether emissions sources associated with a Project move from outside the air basin and are in effect new emissions sources, or whether they are sources that were already in the air basin and just shifted to a new location. Because the effects of GHGs are global, a Project that shifts the location of a GHG-emitting activity (e.g., where people live, where vehicles drive, or where companies conduct business) would result in no net change in global GHG emissions levels.

For example, if a substantial portion of California's population migrated from the South Coast Air Basin to the San Joaquin Valley Air Basin, this would likely decrease GHG emissions in the South Coast Air Basin and increase emissions in the San Joaquin Valley Air Basin, but little change in overall global GHG emissions. However, if a person moves from one location where the land use pattern requires auto use (e.g., commuting, shopping) to a new development that promotes shorter and fewer vehicle trips, more walking, and overall less energy usage, then it could be argued that the new development would result in a potential net reduction in global GHG emissions.

As described throughout this analysis and in Appendix A, the Project contains numerous regulatory compliance measures that would reduce the Project's GHG emissions profile and would represent improvements vis-à-vis the NAT scenario. As a result of this and the analysis of net emissions, the Project's contribution to global climate change is not "cumulatively considerable" and is considered less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. CONFLICT WITH AN APPLICABLE PLAN, POLICY OR REGULATION ADOPTED FOR THE PURPOSE OF REDUCING THE EMISSIONS OF GREENHOUSE GASES?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.**

The Project will contribute to cumulative increases in GHG emissions over time in the absence of policy intervention. As noted earlier, the Proposed Project would be consistent with a number of relevant plans and policies that govern climate change.

- Executive Orders S-3-05 and B-30-15;
- AB 32 Scoping Plan;
- SCAG’s 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy;
- City of Los Angeles Mobility 2035 Plan;
- City of Los Angeles ClimateLA implementation plan; and
- City of Los Angeles Green Building Ordinance

*Consistency with Executive Orders S-03-05 and B-30-15.*

The Project is consistent with the State’s Executive Orders S-3-05 and B-30-15, which are orders from the State’s Executive Branch for the purpose of reducing GHG emissions. These strategies call for developing more efficient land-use patterns to match population increases, workforce, and socioeconomic needs for the full spectrum of the population. The Project includes elements of smart land use as it is a mixed-used development located in an urban infill area well-served by transportation infrastructure that includes robust public transit provided by Metro.

Although the Project’s emissions level in 2050 cannot be reliably quantified, statewide efforts are underway to facilitate the State’s achievement of that goal and it is reasonable to expect the Project’s emissions profile to decline as the regulatory initiatives identified by CARB in the First Update are implemented, and other technological innovations occur. Stated differently, the Project’s emissions total at build-out presented in this analysis represents the maximum emissions inventory for the Project as California’s emissions sources are being regulated (and foreseeably expected to continue to be regulated in the future) in furtherance of the State’s environmental policy objectives. As such, given the reasonably anticipated decline in Project emissions once fully constructed and operational, the Project is consistent with the Executive Order’s horizon-year goal.

Many of the emission reduction strategies recommended by CARB would serve to reduce the Project's post-2020 emissions level to the extent applicable by law and help lay the foundation "...for establishing a broad framework for continued emission reductions beyond 2020, on the path to 80 percent below 1990 levels by 2050," as called for in CARB's First Update to the AB 32 Scoping Plan.<sup>32,33</sup>

As such, the Project's post-2020 emissions trajectory is expected to follow a declining trend, consistent with the 2030 and 2050 targets and Executive Order S-3-05 and B-30-15.

### *Consistency with the AB 32 Scoping Plan*

The AB 32 Scoping Plan provides the basis for policies that will reduce cumulative GHG emissions within California to 1990 levels by 2020. The Proposed Project is consistent with the AB 32 Scoping Plan's focus on emission reductions from several key sectors:

- **Energy Sector:** Continued improvements in California's appliance and building energy efficiency programs and initiatives, such as the State's zero net energy building goals, would serve to reduce the Project's emissions level.<sup>34</sup> Additionally, further additions to California's renewable resource portfolio would favorably influence the Project's emissions level.<sup>35</sup>
- **Transportation Sector:** Anticipated deployment of improved vehicle efficiency, zero emission technologies, lower carbon fuels, and improvement of existing transportation systems all will serve to reduce the Project's emissions level.<sup>36</sup>
- **Water Sector:** The Project's emissions level will be reduced as a result of further desired enhancements to water conservation technologies.<sup>37</sup>
- **Waste Management Sector:** Plans to further improve recycling, reuse and reduction of solid waste will beneficially reduce the Project's emissions level.<sup>38</sup>

---

<sup>32</sup> CARB, First Update, p. 4, May 2014. See also *id.* at pp. 32–33 [recent studies show that achieving the 2050 goal will require that the "electricity sector will have to be essentially zero carbon; and that electricity or hydrogen will have to power much of the transportation sector, including almost all passenger vehicles."]

<sup>33</sup> CARB, First Update, Table 6: Summary of Recommended Actions by Sector, pp. 94-99, May 2014.

<sup>34</sup> CARB, First Update, pp. 37-39, 85, May 2014.

<sup>35</sup> CARB, First Update, pp. 40-41, May 2014.

<sup>36</sup> CARB, First Update, pp. 55-56, May 2014.

<sup>37</sup> CARB, First Update, p. 65, May 2014.

<sup>38</sup> CARB, First Update, p. 69, May 2014.

Based on this evaluation and further details as provided in Appendix A, this analysis finds the Project would be consistent with all feasible and applicable strategies recommended in the AB 32 Scoping Plan.

#### *Consistency with SCAG's 2016-2040 RTP/SCS*

At the regional level, the 2016-2040 RTP and Sustainable Communities Strategy represent the region's Climate Action Plan that defines strategies for reducing GHGs. In order to assess the Project's potential to conflict with the RTP/SCS, this section analyzes the Project's land use profile for consistency with those in the Sustainable Communities Strategy. Generally, Projects are considered consistent with the provisions and general policies of applicable City and regional land use plans and regulations, such as SCAG's Sustainable Communities Strategy, if they are compatible with the general intent of the plans and would not preclude the attainment of their primary goals.

The proposed Project is consistent with the 2016 RTP/SCS and its focus on integrated land use planning. Specifically, the site's location near substantial local transit bus services, and in close proximity to Metro Rail station places it in a High Quality Transit Area (HQTA). The 2016 RTP/SCS Projects that these areas, while comprising only three percent of land area in the region make up 46 percent of future household growth and 55 percent of future job growth. Further, the vertical integration of land uses on the site will produce substantial reductions in auto mode share to and from the site that will help the region accommodate growth and promote public transit ridership that minimizes GHG emission increases and reduces per capita emissions consistent with the RTP/SCS. Additional detail regarding Project consistency with the 2016-2040 SCAG RTP/SCS is provided in Appendix A. The Project would also be consistent with the applicable goals and principles set forth in the 2016-2040 RTP/SCS and the Compass Growth Vision Report. Therefore, the Project would be consistent with the GHG reduction related actions and strategies contained in the 2016-2040 RTP/SCS.

#### *Consistency with the City of Los Angeles Mobility 2035 Plan*

While the Mobility 2035 Plan focuses on developing a multi-modal transportation system, its key policy initiatives include considering the strong link between land use and transportation and targeting GHG through a more sustainable transportation system. The Proposed Project is fully consistent with these general objectives, including the most relevant strategy, Program No. D7, which calls for the development of GHG tracking program that would quantify reductions in GHG from reductions in vehicle miles traveled.

### *Consistency with the City of Los Angeles Green Building Ordinance<sup>39</sup>*

The Los Angeles Green Building Ordinance requires that all Projects filed on or after January 1, 2014 comply with the Los Angeles Green Building Code as amended to comply with the 2013 CALGreen Code. Mandatory measures under the Green Building Ordinance that would help reduce GHG emissions include short and long term bicycle parking measures; designated parking measure; and electric vehicle supply wiring. The Project would comply with these mandatory measures, as the Project would provide on-site bicycle parking spaces. Furthermore, the Green Building Ordinance includes measures that would increase energy efficiency on the Project Site, including installing Energy Star rated appliances and installation of water-conserving fixtures. Therefore, the Project is consistent with the Los Angeles Green Building Ordinance.

The Proposed Project will comply with the City of Los Angeles' Green Building Ordinance standards that compel LEED certification, reduce emissions beyond a NAT scenario, and are consistent with the AB 32 Scoping Plan's recommendation for communities to adopt building codes that go beyond the State's codes. Under the City's Los Angeles Green Building Code, the Project must incorporate several measures and design elements that reduce the carbon footprint of the development:

The Proposed Project would include design, construction, maintenance, and operation at the Leadership in Energy & Environmental Design (LEED) certified level. Projects that are LEED certified generally exceed Title 24 (2013) standards by at least 10 percent.<sup>40</sup> As such, it would incorporate several design elements and programs that will reduce the carbon footprint of the development, including:

1. **GHG Emissions Associated with Planning and Design.** The Project must have measures to reduce storm water pollution, provide designated parking for bicycles and low-emission vehicles, have wiring for electric vehicles, reduce light pollution, and design grading and paving to keep surface water from entering buildings. This would include:
  - Reduced parking based on compliance with the City's bicycle parking ordinance.
  - Access to several public transportation lines. The location is well-served by public transit, including bus routes operated by Metro and Metro Rail stations nearby.
  - Located near residential neighborhoods. The Project Site's proximity to medium- and high-density residential neighborhoods increases the likelihood that more travel to and from the development will be made by non-motorized modes that will reduce potential GHG emissions.

---

<sup>39</sup> City of Los Angeles, Ordinance 181480, adopted December 15, 2010.

<sup>40</sup> U.S. Green Building Council. "Interpretation 10396" accessed at <http://www.usgbc.org/leed-interpretations?keys=10396> February 26, 2015.

2. **GHG Emissions Associated with Energy Demand.** The Project must meet Title 24 2013 standards and include Energy Star appliances, have pre-wiring for future solar facilities, and off-grid pre-wiring for future solar facilities. This includes:

- Use of low-emitting paints, adhesives, carpets, coating, and other materials.
- Equipment and fixtures will comply with the following where applicable:
  - Installed gas-fired space heating equipment will have an Annual Fuel Utilization Ratio of .90 or higher.
  - Installed electric heat pumps will have a Heating Seasonal Performance Factor of 8.0 or higher.
  - Installed cooling equipment will have a Seasonal Energy Efficiency Ratio higher than 13.0 and an Energy Efficiency Ratio of at least 11.5.
  - Installed tank type water heaters will have an Energy Factor higher than .6.
  - Installed tankless water heaters will have an Energy Factor higher than .80.
  - Perform duct leakage testing to verify a total leakage rate of less than 6 percent of the total fan flow.
  - Building lighting in the kitchen and bathrooms within the dwelling units will consist of at least 90 percent ENERGY STAR qualified hard-wired fixtures (luminaires).
- An electrical conduit will be provided from the electrical service equipment to an accessible location in the attic or other location suitable for future connection to a solar system. The conduit shall be adequately sized by the designer but shall not be less than one inch. The conduit shall be labeled as per the Los Angeles Fire Department requirements. The electrical panel shall be sized to accommodate the installation of a future electrical solar system.
- A minimum of 250 square feet of contiguous unobstructed roof area will be provided for the installation of future photovoltaic or other electrical solar panels. The location shall be suitable for installing future solar panels as determined by the designer.
- Appliances will meet ENERGY STAR if an ENERGY STAR designation is applicable for that appliance.

3. **GHG Emissions Associated with Water Use.** The Project would be required to provide a schedule of plumbing fixtures and fixture fittings that reduce potable water use within the development by at least 20 percent. It must also provide irrigation design and controllers that are weather- or soil moisture-based and automatically adjust in response to weather conditions and plants' needs. Wastewater reduction measures must be included that help reduce outdoor potable water use. This would include:

- A schedule of plumbing fixtures and fixture fittings that will reduce the overall use of potable water within the building by at least 20 percent shall be provided. The reduction shall be based on the maximum allowable water use

per plumbing fixture and fitting as required by the California Building Standards Code. The 20 percent reduction in potable water use shall be demonstrated by one of the following methods:

- Each plumbing fixture and fitting shall meet reduced flow rates specified on Table 4.303.2; or
  - A calculation demonstrating a 20 percent reduction in the building “water use” baseline will be provided.
- When single shower fixtures are served by more than one showerhead, the combined flow rate of all the showerheads will not exceed specified flow rates.
  - When automatic irrigation system controllers for landscaping are provided and installed at the time of final inspection, the controllers shall comply with the following:
    - Controllers shall be weather- or soil moisture-based controllers that automatically adjust irrigation in response to changes in plants' needs as weather conditions change;
    - Weather-based controllers without integral rain sensors or communication systems that account for local rainfall shall have a separate wired or wireless rain sensor that connects or communicates with the controller(s).
4. **GHG Emissions Associated with Solid Waste Generation.** The Project is subject to construction waste reduction of at least 50 percent. In addition, Project Site operations are subject to AB 939 requirements to divert 50 percent of solid waste to landfills through source reduction, recycling, and composting. The Project is required by the California Solid Waste Reuse and Recycling Access Act of 1991 to provide adequate storage areas for collection and storage of recyclable waste materials.
5. **GHG Emissions Associated with Environmental Quality.** The Project must meet strict standards for any fireplaces and woodstoves, covering of duct openings and protection of mechanical equipment during constructions, and meet other requirements for reducing emissions from flooring systems, any CFC and halon use, and other Project amenities. This would include:
- Openings in the building envelope separating conditioned space from unconditioned space needed to accommodate gas, plumbing, electrical lines and other necessary penetrations must be sealed in compliance with the California Energy Code.
  - Provide flashing details on the building plans which comply with accepted industry standards or manufacturer’s instructions around windows and doors, roof valley, and chimneys to roof intersections.



Taken together, these strategies encourage providing recreational, cultural, and a range of shopping, entertainment and services all within a relatively short distance; providing employment near current and planned transit stations and neighborhood commercial centers; and supporting alternative fueled and electric vehicles. As a result, the Project would be consistent with applicable State, regional and local GHG reduction strategies. Given that the Project would generate GHG emissions that are less than significant, and given that GHG emission impacts are cumulative in nature, the Project's incremental contribution to cumulatively significant GHG emissions would be less than cumulatively considerable, and impacts would be less than significant.

### *Cumulative Impacts*

The emission of GHGs by a single Project into the atmosphere is not itself necessarily an adverse environmental effect. Rather, it is the increased accumulation of GHG from more than one Project and many sources in the atmosphere that may result in global climate change. The consequences of that climate change can cause adverse environmental effects. A Project's GHG emissions typically would be very small in comparison to state or global GHG emissions and, consequently, they would, in isolation, have no significant direct impact on climate change. The State has mandated a goal of reducing statewide emissions to 1990 levels by 2020, even though statewide population and commerce is predicted to continue to expand. In order to achieve this goal, CARB is in the process of establishing and implementing regulations to reduce statewide GHG emissions. At a minimum, most Project-related emissions, such as energy, mobile, and construction, would be covered by the Cap-and-Trade Program.

Currently, there are no applicable CARB, SCAQMD, or City of Los Angeles significance thresholds or specific reduction targets, and no approved policy or guidance to assist in determining significance at the Project or cumulative levels. Additionally, there is currently no generally accepted methodology to determine whether GHG emissions associated with a specific Project represent new emissions or existing, displaced emissions. Therefore, consistent with CEQA Guideline Section 15064h(3), the City as Lead Agency has determined that the Project's contribution to cumulative GHG emissions and global climate change would be less than significant if the Project is consistent with the applicable regulatory plans and policies to reduce Greenhouse Gas Emissions: Executive Orders S-3-05 and B-30-15; AB 32, the 2012-2035 RTP/SCS and the City of Los Angeles Green Building Ordinance and Mobility 2035 Plan.

Implementation of the Project's regulatory compliance measures and Project design features, including State mandates, would contribute to GHG reductions. These reductions represent a reduction from NAT and support State goals for GHG emissions reduction. The methods used to establish this relative reduction are consistent with the approach used in the CARB's *Climate Change Scoping Plan* for the implementation of AB 32.

The Project is consistent with the approach outlined in CARB's *Climate Change Scoping Plan*, particularly its emphasis on the identification of emission reduction opportunities that promote economic growth while achieving greater energy efficiency and accelerating the transition to a low-carbon economy. In addition, as recommended by CARB's *Climate Change Scoping Plan*, the Project would use "green building" features as a framework for achieving cross-cutting emissions reductions as new buildings and infrastructure would be designed to achieve the standards of CALGreen.

As part of SCAG's 2012–2035 SCS/RTP, a reduction in VMT within the region is a key component to achieve the 2020 and 2035 GHG emission reduction targets established by CARB. The Project results in significant VMT reduction in comparison to NAT and would be consistent with the SCS/RTP.

The Project also would comply with the City of Los Angeles Green Building Code, which emphasizes improving energy conservation and energy efficiency, increasing renewable energy generation, and changing transportation and land use patterns to reduce auto dependence. The Project's regulatory compliance measures and Project design features provided above and throughout this analysis would advance these objectives. Further, the related Projects would also be anticipated to comply with many of these same emissions reduction goals and objectives (e.g., City of Los Angeles Green Building Code).

Additionally, the Project has incorporated sustainability design features in accordance with regulatory requirements as provided in the regulatory compliance measures throughout this analysis and Project design features to reduce VMT and to reduce the Project's potential impact with respect to GHG emissions. With implementation of these features, the Project results in a 30 percent reduction in GHG emissions from NAT. The Project's GHG reduction measures make the Project consistent with AB 32.

As discussed above, the Project is consistent with the applicable GHG reduction plans and policies. The NAT comparison demonstrates the efficacy of the measures contained in these policies. Moreover, while the Project is not directly subject to the Cap and Program, that Program will indirectly reduce the Project's GHG emissions by regulating "covered entities" that affect the Project's GHG emissions, including energy, mobile, and construction emissions. More importantly, the Cap-and-Trade Program will backstop the GHG reduction plans and policies applicable to the Project in that the Cap-and-Trade Program will be responsible for relatively more emissions reductions should California's direct regulatory measures reduce GHG emissions less than expected. This will ensure that the GHG reduction targets of AB 32 are met.

Thus, given the Project's consistency with State, regional, and City of Los Angeles GHG emission reduction goals and objectives, the Project would not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs. In the absence of adopted standards and established significance thresholds, and given this consistency, it is concluded that the Project's impacts are cumulatively less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VIX. HAZARDS AND HAZARDOUS MATERIALS.</b> Would the Project:				
a. CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH THE ROUTINE TRANSPORT, USE, OR DISPOSAL OF HAZARDOUS MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The types and amounts of hazardous materials that would be used in connection with development at the Project Site would be typical of those used in other commercial/institutional developments (e.g., cleaning solvents, painting supplies, and petroleum products). Construction of the Project would also involve the temporary use of potentially hazardous materials, including vehicle fuels, paints, oils, and transmission fluids. However, all potentially hazardous materials would be contained, stored, and used in accordance with manufacturers’ instructions and handled in compliance with applicable federal, State, and local regulations. Any associated risk would be adequately reduced to a less-than-significant level through compliance with these standards and regulations. Therefore, the Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. A less-than-significant impact would occur, and further analysis of this issue is not required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH REASONABLY FORESEEABLE UPSET AND ACCIDENT CONDITIONS INVOLVING THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A Phase I Environmental Site Assessment (ESA) was conducted for the Project by All Phase Environmental, Inc. (see Appendix D). The following incorporates and summarizes the findings of that report.

As discussed above, construction and operation of the proposed Project would involve the limited use of potentially hazardous materials. However, compliance with applicable standards and regulations and adherence to manufacturer’s instructions in the use, transport, or disposal of hazardous materials would be expected to minimize or avoid the accidental release of hazardous materials or waste into the environment.

Additionally, the Project Site is located within a “Methane Zone” as designated by Los Angeles Department of Building and Safety (LADBS).<sup>41</sup> Due to the potential environmental risk associated with Methane Zones, a methane investigation was conducted at the Project Site by Methane Specialists on August 19, 2016.

### **City of Los Angeles Methane Requirements**

Requirements for control of methane intrusion in the City of Los Angeles are specified in Division 71 of Article 1, Chapter IX of the Los Angeles Municipal Code ("Division 71 "). Since the Project is within the Methane Zone, the Los Angeles Department of Building and Safety (LADBS) has the authority to withhold permits for construction unless detailed plans for adequate protection against methane intrusion are submitted, if testing leads to methane mitigation being required.

The level of methane protection required depends upon the “design methane concentration,” which is defined in Division 71 as “the highest concentration of methane gas found during site testing.” Site testing is required to determine the design concentration, unless the developer accepts the most stringent methane mitigation requirements ("Level V"). If site testing is performed (e.g., to document that a lower level of mitigation is justified), then it must follow a protocol published by the Department of Building and Safety, "Site Testing Standards for Methane" (PIBC 2002-101, November 30,2004).

P/BC 2002-101 prescribes a three-step process for methane evaluation:

1. Scheduling site testing either before or 30 days after any site grading;
2. Conducting shallow soil gas tests (not less than 4 feet, bsg); and
3. Installing and using multiple-depth gas probe sets where the highest concentrations of soil gases are expected to be found.

### **Methane Investigation**

For the first step, site testing was scheduled for August 18, and 19, 2016. Methane Specialists also notified Underground Service Alert of Southern California to mark the site for underground utilities, and the utilities were subsequently marked and cleared.

For the second step, PIBC 2002-101 requires one shallow sampling location for every 10,000 square feet, or portion thereof, of site area, with a minimum of two shallow soil gas probe locations. Although the Project Site is 23,544 square feet, Methane Specialists explored an area of 40,000 square feet to conservatively include a larger area than is proposed for development; therefore, a minimum of four (4) shallow sampling locations were required.

The third step in the City's methane evaluation process is to collect a minimum of two samples at multiple depths, and at least one multiple-depth prob set per every 20,000

---

<sup>41</sup> City of Los Angeles Department of City Planning, Parcel Profile Report, 2820 W 6<sup>th</sup> Street and 625 S La Fayette Park Place, website: [www.zimas.lacity.org](http://www.zimas.lacity.org), accessed April 2017.

square feet, or portion thereof. Thus, the minimum of two (2) multiple-depth deep gas probe sets were also required.

For field data sampling and analysis, Methane Specialists conducted shallow and multi-depth probe site testing conducted on August 18, and 19, 2016 at the site. Based on LADBS Methane Code Table IA, significant levels of methane were encountered while testing at this site. Thus, according to Table IA, for the Methane Zone, this Project falls under Design Level IV, with less than 2 inches of water-column gas-pressure. Therefore, as per said Methane Code Table IA, this Project does require both passive, and active, methane mitigation systems.

The Project would be required to comply with the methane mitigation systems required for Projects within Design Level IV. With compliance with the existing regulatory measures for Design Level IV, potential impacts from construction in a methane zone would be remediated and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. EMIT HAZARDOUS EMISSIONS OR HANDLE HAZARDOUS OR ACUTELY HAZARDOUS MATERIALS, SUBSTANCES, OR WASTE WITHIN ONE-QUARTER MILE OF AN EXISTING OR PROPOSED SCHOOL?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** There are six schools within a quarter-mile of the Project Site:

- Larchmont Charter School at La Fayette Park, 2801 West 6<sup>th</sup> Street, approximately 230 feet northwest of the Project Site;
- Pilgrim School, 540 Commonwealth Avenue; 540 feet northwest of the Project Site;
- LASR Charter School, 520 South La Fayette Park Place, 300 feet north of the Project Site;
- McAlister High School, 611 South Carondelet Street, 970 feet east of the Project Site;
- Charles White Elementary School, 2401 Wilshire Boulevard, 1,230 feet east of the Project Site; and
- Newton International College, 2975 Wilshire Boulevard, 780 feet west of the Project Site.

As discussed above, the proposed Project provides for a community-serving arts and recreation center that would involve the limited use and storage of common hazardous substances typical of those used in commercial/institutional developments. In addition, the potential impact related to the accidental release of hazardous materials would be less than significant. As such, the potential impact of the proposed Project to emit or

handle hazardous or acutely hazardous materials or waste within one-quarter mile of sensitive uses would be less than significant, and no further analysis of this issue is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. BE LOCATED ON A SITE WHICH IS INCLUDED ON A LIST OF HAZARDOUS MATERIALS SITES COMPILED PURSUANT TO GOVERNMENT CODE SECTION 65962.5 AND, AS A RESULT, WOULD IT CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A Phase I Environmental Site Assessment was conducted for the site on February 23, 2017 (see Appendix D). Historical information was obtained from Sanborn Fire Insurance Maps, aerial photographs, and USGS Topographic maps. Based on an analysis of these documents, the subject property appears to have never been developed and has had no obvious historical uses other than being a park.

There were no past tenants that would be expected to have used significant quantities of hazardous materials or petroleum products and there were no records of such uses. There were no records of spills, releases, or violations from former subject property tenants. There were no historical recognized environmental conditions or controlled recognized environmental conditions identified in the historical documents reviewed.

The subject property was depicted as vacant or as a park in all the Sanborn Fire Insurance Maps. The adjacent and nearby streets and alleys had already been graded by 1900 as they were observed during the subject property reconnaissance. All of the adjacent sites were also depicted as vacant or as park property. The library building to the northwest was first depicted in the 1968 map. The areas immediately northeast and southeast of the subject property were always park land. The sites further to the northeast and southeast, across West 6th Street and South La Fayette Park Place, were depicted as developed with a variety of commercial uses over the years but none that would have been expected to have used significant quantities of hazardous materials or petroleum products. The adjacent area to the southwest was depicted on all of the maps as undeveloped or park land. There were no obvious signs of the storage or disposal of hazardous materials on the subject property in any of these maps.

The subject property was already developed as a park in the historical aerial photograph from 1923 and remained so in all subsequent photographs. As they were observed during the subject property reconnaissance, the adjacent and nearby streets and alleys had already been graded and paved. The immediately adjacent sites were also occupied by the park. Surrounding sites were undeveloped or occupied by what

appeared to be residential structures. Beginning in the 1928 photograph, oil wells could be seen on the sites north of West 6th Street. By 1938, extensive commercial development of the surrounding area was evident. Through the years, the area surrounding the park continued to develop but the immediately adjacent sites remained part of the existing public park.

The use of the surrounding area in the photographs could not be specifically discerned from the aerial photographs but appeared to have been commercial and residential. There were no obvious signs of the storage or disposal of hazardous materials on the subject property or adjacent sites in any of these photographs.

Topographic maps depicted the subject property, adjacent sites, and surrounding areas as vacant, occupied by non-descript structures, as park property, or shaded as developed using house omission tint indicating dense urban development. There were no obvious signs of the storage or disposal of hazardous materials on the subject property in any of the topographic maps.

No environmental liens were found during this investigation. The subject property was not listed in the search of the Federal NPL Liens database. In order for there to be an environmental lien against the subject property, it must be a suspected, or confirmed, contributor to subsurface contamination. Research conducted for this report did not find any uses that would have contributed to subsurface contamination on the subject property and no regulatory agencies identified it as such.

Current uses of the immediately adjacent sites and their addresses as noted on the buildings or researched on-line are as follows:

- Northwest – Parkland followed by the Felipe de Neve Branch of the Los Angeles Public Library at 2820 West 6th Street;
- Northeast – Parkland followed by West 6th Street followed by, from southeast to northwest, South Baylo University and Larchmont Charter School; 2727 and 2801 West 6th Street;
- Southeast – Parkland and a paved parking lot followed by South La Fayette Park Place followed by the Los Angeles Academy of Arts & Enterprise; 600 South La Fayette Park Place.
- Southwest – Parkland and the Lafayette Multipurpose Community Center; 625 South La Fayette Park Place;

Based on observations and research, there is a low likelihood that a recognized environmental condition exists at the subject property as a result of the current adjacent land use. There were no indications that these adjacent sites have Underground Storage Tanks (USTs) or have been identified as a business that would involve the use of significant quantities of hazardous materials.

#### Past Uses of Adjoining Sites

Historical sources indicated that the site adjacent to and northwest of the subject

property was undeveloped in 1900 and appears to have never been developed other than park uses. The existing library further to the northwest was developed between 1928 and 1938. There were no indications from historical sources indicating that the subject property has been impacted from the northwest adjacent site. The library site was listed in one or more environmental databases. However, this library site generated small quantities of hazardous waste and/or petroleum products for off-site disposal or recycling. There is a low likelihood of a recognized environmental condition.

The site adjacent to and northeast of the subject property was undeveloped in 1900 and appears to have never been developed other than park uses. There were no signs of the storage or disposal of hazardous materials on the northeast adjacent site in the historical information reviewed. There were no indications from historical sources indicating that the subject property has been impacted from this adjacent site.

The existing commercial building further to the north, across West 6th Street, where the current Larchmont Charter School exists, was vacant until the existing commercial building was developed between 1955 and 1958. This site was originally developed as an office building and has since been changed to educational use.

The existing commercial building further to the northeast, across West 6th Street, where the current South Baylo University exists, was vacant until a small commercial building was developed on this site as a hand laundry between 1923 and 1928. This site was then redeveloped with the existing commercial building between 1953 and 1955. This site was originally an office building and has since been changed to educational use.

The site adjacent to and southeast of the subject property was undeveloped in 1900 and appears to have never been developed other than the existing paved parking lot. The parking lot was constructed on this site between 2009 and 2010. There were no signs of the storage or disposal of hazardous materials on the southeast adjacent site in the historical information reviewed. There were no indications from any historical sources that the subject property has been impacted from this adjacent site.

The existing commercial building further to the southeast, across South La Fayette Park Place, where the current Los Angeles Academy of Arts & Enterprise exists, was vacant until single family residences and detached garages were constructed on this site between 1900 and 1906. The residential buildings were removed between 1928 and 1938. This site remained vacant between at least 1938 through 1950. The existing commercial building was constructed on this site between 1950 and 1952. This site was originally an office building and has since been changed to educational use.

The site adjacent to and southeast of the subject property was undeveloped in 1900 and remained undeveloped park land through at least 1952. Between 1952 and 1964, a small building was constructed on part of this site which appears to have been associated with the park. The existing gymnasium was then constructed on this site between 2009 and 2010. There were no signs of the storage or disposal of hazardous materials on the southwest adjacent site in the historical information reviewed. There



were no indications from any historical sources that the subject property has been impacted from this adjacent sites.

The records search and reconnaissance performed in the Phase I ESA has revealed no evidence of recognized environmental conditions, historical recognized environmental conditions, controlled recognized environmental conditions, or de minimis conditions in connection with the subject property. Based on the ESA findings, no further assessment appears warranted at this time and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. FOR A PROJECT LOCATED WITHIN AN AIRPORT LAND USE PLAN OR, WHERE SUCH A PLAN HAS NOT BEEN ADOPTED, WITHIN TWO MILES OF A PUBLIC AIRPORT OR PUBLIC USE AIRPORT, WOULD THE PROJECT RESULT IN A SAFETY HAZARD FOR PEOPLE RESIDING OR WORKING IN THE PROJECT AREA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is not located within any airport’s influence area, or within two miles of an airport.<sup>42</sup> Therefore, no impact would occur, and further analysis of this issue is not required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. FOR A PROJECT WITHIN THE VICINITY OF A PRIVATE AIRSTRIP, WOULD THE PROJECT RESULT IN A SAFETY HAZARD FOR THE PEOPLE RESIDING OR WORKING IN THE AREA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is not located in the vicinity of a private airstrip. Therefore, no impact would occur, and further analysis of this issue is not required.

<sup>42</sup> Los Angeles County Airport Land Use Commission, Airports and Airport Influence Areas, June 2012, website: [http://planning.lacounty.gov/assets/upl/project/ALUC\\_Airports\\_June2012\\_rev2d.pdf](http://planning.lacounty.gov/assets/upl/project/ALUC_Airports_June2012_rev2d.pdf), accessed: March, 2017.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g. IMPAIR IMPLEMENTATION OF OR PHYSICALLY INTERFERE WITH AN ADOPTED EMERGENCY RESPONSE PLAN OR EMERGENCY EVACUATION PLAN?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The Project Site is not located along a City- or County-identified disaster route.<sup>43 44</sup> The Project would not cause permanent alterations to vehicular circulation routes and patterns, impede public access or travel upon public rights-of-way. Furthermore, no full road closures are anticipated during construction of the Project, and none of the surrounding roadways would be impeded. Access for emergency service providers and evacuation routes would be maintained during construction. Therefore, development of the Project is not expected to interfere with any adopted emergency response plan or emergency evacuation plan. Impacts would be less than significant and further analysis of this issue is not required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h. WOULD THE PROJECT EXPOSE PEOPLE OR STRUCTURES TO A SIGNIFICANT RISK OF LOSS, INJURY OR DEATH INVOLVING WILDLAND FIRES, INCLUDING WHERE WILDLANDS ARE ADJACENT TO URBANIZED AREAS OR WHERE RESIDENCES ARE INTERMIXED WITH WILDLANDS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is located in a highly urbanized area of Los Angeles and does not include wildlands or high fire hazard terrain or vegetation. The Project Site is not located in a Very High Fire Hazard Severity Zone (VHFHSZ).<sup>45</sup> Therefore, no impacts from wildland fires would occur.

<sup>43</sup> City of Los Angeles Department of City Planning, Environmental and Public Facilities Maps: Critical Facilities & Lifeline Systems in the City of Los Angeles, April 1995.

<sup>44</sup> Los Angeles County Department of Public Works, Disaster Route Maps, City of Los Angeles Central Area, website: <http://dpw.lacounty.gov/dsg/disasterRoutes/map/Los%20Angeles%20Central%20Area.pdf>, accessed: March 20, 2017.

<sup>45</sup> City of Los Angeles Department of City Planning, Parcel Profile Report, 2820 W 6<sup>th</sup> Street and 625 S La Fayette Park Place, website: [www.zimas.lacity.org](http://www.zimas.lacity.org), accessed April 2017.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. HYDROLOGY AND WATER QUALITY.</b> Would the Project:				
a. VIOLATE ANY WATER QUALITY STANDARDS OR WASTE DISCHARGE REQUIREMENTS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Based upon the criteria established in the City of Los Angeles *L.A. CEQA Thresholds Guide 2006*, a Project would normally have a significant impact on surface water quality if discharges associated with a Project would create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC) or that cause regulatory standards to be violated, as defined in the applicable National Pollution Discharge Elimination System (NPDES) stormwater permit or Water Quality Control Plan for the receiving water body. For the purpose of this specific issue, a significant impact may occur if a Project would discharge water which does not meet the quality standards of agencies which regulate surface water quality and water discharge into stormwater drainage systems. Significant impacts would also occur if a Project does not comply with all applicable regulations with regard to surface water quality as governed by the State Water Resources Control Board (SWRCB). These regulations include compliance with the Standard Urban Storm Water Mitigation Plan (SUSMP) requirements to reduce potential water quality impacts.

The Los Angeles Regional Water Quality Control Board (LARWQCB) issued a Municipal Storm Water NPDES Permit (No. CAS004001) in December 2001 that requires new development and redevelopment Projects to incorporate storm water mitigation measures. Under the Municipal Storm Water NPDES Permit, redevelopment is defined as any land-disturbing activity that “results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site.” Depending on the type of Project, either a Standard Urban Stormwater Mitigation Plan (SUSMP) or a Site Specific Mitigation Plan is required to reduce the quantity and improve the quality of rainfall runoff that leaves the Project Site. Site Specific Mitigation Plans are only required for the following uses: vehicle or equipment fueling, maintenance, washing, and repair areas; commercial or industrial waste handling or storage; outdoor handling or storage of hazardous materials; outdoor manufacturing areas; outdoor food handling or processing; outdoor animal care, confinement, or slaughter; outdoor horticultural activities; and major transportation Projects. The proposed Project would not involve any of these uses. Therefore, the proposed Project would not be required to implement a Site Specific Mitigation Plan.

The proposed Project does not include any point-source discharge (discharge of polluted water from a single point such as a sewage-outflow pipe). Additionally for construction activities, the Applicant would be required to prepare and implement a SUSMP, in accordance with the NPDES General Permit for Discharges of Storm Water Associated with Construction Activity. The SUSMP would detail the treatment

measures and Best Management Practices (BMPs) to control pollutants and an erosion control plan that outlines erosion and sediment control measures that would be implemented during the construction and post-construction phases of Project development. Construction-phase housekeeping measures for control of contaminants such as petroleum products, paints and solvents, detergents, fertilizers, and pesticides would be contained within the Project Storm Water Pollution Prevention (SWPP) Plan. The SWPP Plan would contain BMPs to minimize primarily construction-related water quality impacts, but also contains some permanent BMPs. The SUSMP consists of structural BMPs built into the Project for ongoing water quality purposes over the life of the Project. When properly designed and implemented, these “good-housekeeping” practices are expected to reduce short-term construction-related impacts to a less than significant level. Through preparation and implementation of both the SWPP Plan and the SUSMP and implementation of a storm water quality treatment system, water quality impacts of the Project would be minimized. Additionally, because the current site does not currently operate under a SUSMP, implementation of the proposed Project with a SUSMP would improve water quality leaving the Project Site in comparison to existing conditions. Thus, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. SUBSTANTIALLY DEplete groundwater supplies OR INTERFERE WITH GROUNDwater RECHARGE SUCH THAT THERE WOULD BE A NET DEFICIT IN Aquifer Volume OR A Lowering OF THE Local GROUNDwater TABLE LEVEL (E.G., THE PRODUCTION RATE OF PRE-EXISTING NEARBY WELLS WOULD DROP TO A LEVEL WHICH WOULD NOT SUPPORT EXISTING LAND USES OR PLANNED LAND USES FOR WHICH PERMITS HAVE BEEN GRANTED)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project would not require the use of groundwater at the Project Site. Potable water would be supplied by the Los Angeles Department of Water and Power, which draws its water supplies from distant sources for which it conducts its own assessment and mitigation of potential environmental impacts. Therefore, the Project would not require direct additions or withdrawals of groundwater. During borings conducted by Geotechnologies, Inc, as part of the Geotechnical Engineering Investigation, groundwater seepage was encountered at a depth of 10 and 16.5 feet below ground surface; the historically highest groundwater in the area is approximately 20 feet beneath the ground surface. Siltstone of the Miocene age Puente Formation is present beneath the site at depths ranging from 33 to 35 feet beneath the existing ground surface. The siltstone bedrock is considered non-water bearing and it is likely that the groundwater seepage encountered is representative of a perched groundwater condition on top of the bedrock and is not representative of the regional groundwater table.

It is anticipated that excavation would occur as part of the Project to remove soils incompatible for supporting construction of the proposed development. However, no subterranean levels are proposed as part of the Project so excavation would not be expected to encounter groundwater. Construction of the proposed Project would be required to comply with the City of Los Angeles UBC and the 2010 California Building Code. With compliance with existing regulations, implementation of all site-specific requirements identified in the Geotechnical Engineering Investigation, impacts associated with the depletion of groundwater supplies or interference with groundwater recharge would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. SUBSTANTIALLY ALTER THE EXISTING DRAINAGE PATTERN OF THE SITE OR AREA, INCLUDING THROUGH THE ALTERATION OF THE COURSE OF A STREAM OR RIVER, IN A MANNER WHICH WOULD RESULT IN SUBSTANTIAL EROSION OR SILTATION ON-OR OFF-SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Construction is regulated by the Los Angeles Building Code (Sections 91.7000 through 91.7016 of the LAMC). The Los Angeles Building Code provides requirements for construction, grading, excavations, use of fill, and foundation work including type of materials, design, procedures, etc., which are intended to limit the probability of occurrence and the severity of consequences from sedimentation and erosion. Necessary permits, plan checks, and inspections are specified. Also included in these requirements is the provision that any grading work in excess of 200 cubic yards (cy) that will occur between November 1 and April 15 (the “rainy season”) must include an erosion control system approved by the Department of Building and Safety.

Under the NPDES, the State Water Resources Control Board has issued two general stormwater discharge permits for Los Angeles County to cover industrial and construction activities. The permits are required for specific industry types based on standard industrial classification and for construction activities on one acre or more.

The RWQCB oversees implementation and enforcement of the general permits, including Waste Discharge Requirements (WDR). The Public Works Department, Bureau of Sanitation, Stormwater Management Division, is the agency responsible for overseeing implementation of permit responsibilities for the City. Presently, under the General Construction Stormwater Permit, Projects greater than one acre are required to incorporate, to the maximum extent possible, permanent or post-construction BMPs in Project planning and design. During Project construction, a temporary alteration of the existing on-site drainage pattern may occur. However, these changes would not result

in substantial erosion or siltation due to stringent controls imposed via NPDES, SWPP and SUSMP regulations as discussed under Section 9(a) above.

Furthermore, the Project Site is located in a highly urbanized area of Los Angeles, and no streams or river courses are located on or within the Project vicinity. The Project will be required to implement drainage and run-off requirements consistent with the RWQCB low-impact development standards.

As noted, all the runoff associated with the proposed Project would be either directed to landscaped areas or directed to the existing storm drain system and would not encounter unprotected soils. Therefore, the proposed Project would not exceed capacity of the existing or planned storm water drainage systems or result in substantial erosion or siltation on- or off-site. Proposed Project impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. SUBSTANTIALLY ALTER THE EXISTING DRAINAGE PATTERN OF THE SITE OR AREA, INCLUDING THROUGH THE ALTERATION OF THE COURSE OF A STREAM OR RIVER, OR SUBSTANTIALLY INCREASE THE RATE OR AMOUNT OF SURFACE RUNOFF IN AN MANNER WHICH WOULD RESULT IN FLOODING ON- OR OFF SITE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** As noted, all the runoff associated with the proposed Project would be either directed to landscaped areas or directed to the existing storm drain system and would not encounter unprotected soils. The proposed Project would include a drainage system with pipes that would adequately convey surface water runoff into the existing storm drain system. Therefore, the proposed Project would not substantially alter the existing drainage pattern of the Project area. The proposed Project will be required to control stormwater runoff using best management practices. Proposed Project impacts will be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. CREATE OR CONTRIBUTE RUNOFF WATER WHICH WOULD EXCEED THE CAPACITY OF EXISTING OR PLANNED STORMWATER DRAINAGE SYSTEMS OR PROVIDE SUBSTANTIAL ADDITIONAL SOURCES OF POLLUTED RUNOFF?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Based upon the criteria established in the City of Los Angeles *L.A. CEQA Thresholds Guide 2006*, a Project would normally have a significant impact on surface water quality if discharges associated with a Project would create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC) or that cause regulatory standards to be violated, as defined in the applicable NPDES stormwater permit or Water Quality Control Plan for the receiving water body. For the purpose of this specific issue, a significant impact may occur if the volume of storm water runoff from the Project Site were to increase to a level which exceeds the capacity of the storm drain system serving the Project Site. A Project-related significant adverse effect would also occur if the Project would substantially increase the probability that polluted runoff would reach the storm drain system.

Three general sources of potential short-term construction-related stormwater pollution associated with the proposed Project are: 1) the handling, storage, and disposal of construction materials containing pollutants; 2) the maintenance and operation of construction equipment; and 3) earth moving activities which, when not controlled, may generate soil erosion and transportation, via storm runoff or mechanical equipment. Generally, routine safety precautions for handling and storing construction materials may effectively mitigate the potential pollution of stormwater by these materials. These same types of common sense, “good housekeeping” procedures can be extended to non-hazardous stormwater pollutants such as sawdust and other solid wastes.

Poorly maintained vehicles and heavy equipment leaking fuel, oil, antifreeze or other fluids on the construction site are also common sources of stormwater pollution and soil contamination.

Grading activities can greatly increase erosion processes. Two general strategies are recommended to prevent construction silt from entering local storm drains. First, erosion control procedures should be implemented for those areas that must be exposed. Secondly, the area should be secured to control off-site migration of pollutants. During construction, the Project will implement all applicable and mandatory BMPs in accordance with the SWPPP, SUSMP, and City of Los Angeles Stormwater Management Program. When properly designed and implemented, these “good-housekeeping” practices are expected to reduce short-term construction-related impacts to a less than significant level.

Activities associated with operation of the proposed Project would generate substances that could degrade the quality of water runoff. The deposition of certain chemicals by cars in parking areas could have the potential to contribute metals, oil and grease, solvents, phosphates, hydrocarbons, and suspended solids to the storm drain system. However, impacts to water quality would be reduced since the proposed Project must comply with water quality standards and wastewater discharge BMPs set forth by the City of Los Angeles, and the SWRCB. Further, required design criteria, as established in the SUSMP for Los Angeles County and Cities in Los Angeles County, would be incorporated into the proposed Project to minimize the off-site conveyance of pollutants. Compliance with existing regulations would reduce the potential for water quality impacts to a less than significant level.

In addition, the proposed Project would be subject to the provisions of the Low Impact Development (LID) Ordinance, adopted by the City Council on September 28, 2011, which is designed to mitigate the impacts of increases in runoff and stormwater pollution as close to the source as possible. LID comprises a set of site design approaches and Best Management Practices (BMPs) that promote the use of natural systems for retention, infiltration, evapotranspiration and reuse of stormwater on site. The LID Ordinance will require the Project to incorporate LID standards and practices to encourage the beneficial use of rain water and urban runoff; reduce stormwater runoff, promote rainwater harvesting; and provide increased groundwater recharge. In this regard, the City has established review procedures to be implemented by the Department of City Planning, Department of Building and Safety and Department of Public Works that parallel the review of the SUSMP discussed above. Incorporation of these features would minimize the increase in stormwater runoff from the site. As such, the Project would result in a less than significant related to polluted runoff.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. OTHERWISE SUBSTANTIALLY DEGRADE WATER QUALITY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** During construction, sediment is typically the constituent of greatest potential concern. The greatest risk of soil erosion during the construction phase occurs when site disturbance peaks due to grading activity and the removal and re-compaction or replacement of fill areas (sediment is not typically a constituent of concern during the long-term operation of developments similar to the proposed Project because sites are usually paved, and proper drainage infrastructure has been installed). Other pollutants that could affect surface-water quality during Project construction include petroleum products (gasoline, diesel, kerosene, oil, and grease), hydrocarbons from asphalt paving, paints and solvents, detergents, fertilizers, and pesticides (including insecticides, fungicides, herbicides, rodenticides, etc.).



Once the proposed Project has been constructed, urban runoff might include all of the above contaminants, as well as trace metals from pavement runoff, nutrients and bacteria from pet wastes, and landscape maintenance debris may be mobilized in wet-season storm runoff from roadway areas, parking areas, and landscaping, and in dry-season “nuisance flows” may result from landscape irrigation. Liquid product spills occurring at the Project Site could also enter the storm drain. Dry product spills could enter the storm drain via runoff in wet weather conditions or dry-season “nuisance flows.” As discussed above, the BMPs required by the the SWPPP, SUSMP, and City of Los Angeles Stormwater Management Program are anticipated to treat storm water runoff and reduce the potential for impacts associated with the degradation of water quality. Therefore, the proposed Project would not degrade water quality, and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g. PLACE HOUSING WITHIN A 100-YEAR FLOOD PLAIN AS MAPPED ON FEDERAL FLOOD HAZARD BOUNDARY OR FLOOD INSURANCE RATE MAP OR OTHER FLOOD HAZARD DELINEATION MAP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The proposed Project does not include construction of housing and therefore would not place housing within a 100-year flood hazard area. No impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h. PLACE WITHIN A 100-YEAR FLOOD PLAIN STRUCTURES WHICH WOULD IMPEDE OR REDIRECT FLOOD FLOWS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The Project Site is in an area designated as "Zone X" (immediately adjacent to a site designated “Zone AH”) on the FEMA Q3 Flood Insurance Rate Map, Los Angeles County, map number 06037C1610F, panel number 1610, dated September 28, 2008. These areas have been determined to be outside the 0.2% annual chance floodplain. The nearest significant surface water is the lake at MacArthur Park located approximately 0.35-miles southeast of the subject property. Therefore, as the Project will comply with all building codes, and would not put structures within a 100-year flood plain, no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
i. EXPOSE PEOPLE OR STRUCTURES TO A SIGNIFICANT RISK OF LOSS, INJURY OR DEATH INVOLVING FLOODING, INCLUDING FLOODING AS A RESULT OF THE FAILURE OF A LEVEE OR DAM?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Review of the County of Los Angeles Flood and Inundation Hazards Map, Leighton (1990), indicates the site does not lie within the mapped tsunami inundation boundaries. Additionally, the Project Site is not within an identified potential inundation area.<sup>46</sup> As such, impacts related to potential inundation from the failure of a levee or dam would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
j. INUNDATION BY SEICHE, TSUNAMI, OR MUDFLOW?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** Tsunamis are large ocean waves generated by sudden water displacement caused by a submarine earthquake, landslide, or volcanic eruption. Review of the County of Los Angeles Flood and Inundation Hazards Map, Leighton (1990), indicates the site does not lie within the mapped tsunami inundation boundaries.

Seiches are large waves generated in enclosed bodies of water in response to ground shaking. No major water-retaining structures are located immediately up gradient from the Project Site. Therefore, the risk of flooding from a seismically-induced seiche is considered to be remote. Review of the County of Los Angeles Flood and Inundation Hazards Map, Leighton (1990), indicates the site does not lie within mapped inundation boundaries due to a breached upgradient reservoir.

As such, there would be no impacts related to risk of loss, injury, or death by seiche, tsunami, or mudflow and no further analysis is required.

<sup>46</sup> City of Los Angeles Department of City Planning, General Plan, Safety Element, Exhibit G, Inundation & Tsunami Hazard Areas in the City of Los Angeles, March 1994.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. LAND USE AND PLANNING.</b> Would the Project:				
a. PHYSICALLY DIVIDE AN ESTABLISHED COMMUNITY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** A physical division of an established community is caused by an impediment to through-travel or a physical barrier, such as a new freeway with limited access between neighborhoods on either side of the freeway, or major street closures. The proposed Project would not involve any street vacation or closure or result in development of new thoroughfares or highways. The proposed Project, which would involve the development of an arts and recreation center on a portion of existing park land, would not divide an established community. Therefore, the proposed Project would have no impact related to the division of an established community, and no further analysis of this issue is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. WOULD THE PROJECT CONFLICT WITH ANY APPLICABLE LAND USE PLAN, POLICY, OR REGULATION OF AN AGENCY WITH JURISDICTION OVER THE PROJECT (INCLUDING, BUT NOT LIMITED TO THE GENERAL PLAN, SPECIFIC PLAN, LOCAL COASTAL PROGRAM, OR ZONING ORDINANCE) ADOPTED FOR THE PURPOSE OF AVOIDING OR MITIGATING AN ENVIRONMENTAL EFFECT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The subject property is located within the Wilshire Community Plan area. The Plan map designates the subject property for Open Space, with a corresponding zone of OS. The subject site is zoned OS-1XL. The site is also located in the Wilshire Center/Koreatown Redevelopment Project Area and is identified as a Transit Priority Area.

The site is governed by the Wilshire Community Plan, which has the following objectives and policies related to recreation and park facilities:

**Objective 4-1** Conserve, maintain and better utilize existing recreation and park facilities which meet the recreational needs of the community.

*Policy 4-1.1* Preserve and improve the existing recreational facilities and park spaces.

*Policy 4-1.2* Encourage the shared use of other public facilities for recreational purposes.

The Project fulfills Objective 4-1 through the addition of a new shared use building/facility. The proposed building will be located on a portion of the park currently improved with picnic tables and palm trees. Given its current layout, this portion of the park does not have the necessary space required to provide meaningful active recreational opportunities. And given the number of picnic tables currently located in this area, this portion of the park allows for a minimal amount of landscape and tree canopy.

The construction of this building would enhance this specific area as well as the overall recreation area, by providing additional programming opportunities to the park. The building will provide new, state-of-the-art facilities for HOLA's extracurricular activities, reaching underserved youth in the immediate community while utilizing the existing park and its resources such as the library and skate park, to enhance the site and add new active and safe space for neighborhood families.

The remainder of the park space will benefit from this building as the Project will redistribute the existing picnic tables throughout the park, providing better engagement and activation between of families and the existing recreational opportunities. As well as, the current palm trees, which provide little to no shade, will be replaced with trees that provide a substantial shade canopy. Further enhancing areas that are presently ignored by families looking to utilize the park space.

**Objective 4-2** Provide facilities for specialized recreational needs by utilizing existing public lands such as utility easements, Department of Water and Power properties, and unused or underutilized rights-of-way.

*Policy 4-2. 1* Underutilized public lands should be considered for open space and recreational purposes.

The Project fulfills Objective 4-2 by adding a new facility to a portion of Lafayette Park that lacks programming. The addition of the proposed building would add a new variety of activities and opportunities to the existing recreation area. And, the Project assists with the greater vision of the park in adding better linkages between picnicking families and the active recreational opportunities offered.

**Objective 4-3** Ensure the accessibility, security and safety of parks by their users, particularly families with children and senior citizens.

*Policy 4-3.1* Ensure that parks are adequately policed, monitored, maintained and illuminated for safe use at night, as appropriate.

The Project fulfills Objective 4-3 by adding a new facility to the existing Lafayette Park. The new building will be built in accordance with current building standards, including accessibility, security, and lighting. The new building will add an active component to a corner of the park previously identified by LAPD as one that was challenging to maintain in a safe manner. And, by enhancing safety and security in this portion of the park, the safety of the overall park, and the surrounding community, will be achieved.

**Objective 4-4** Expand and improve Neighborhood, Community, and Regional

Parks, and Recreation Centers and Senior Citizen Centers throughout the Wilshire Community Plan Area on an accelerated basis, as funds and land become available. *Policy 4-4. 1* Develop new Neighborhood and Community parks to help offset the Wilshire Community's parkland deficit for both its current population, and for the Projected year 2010 population.

A portion of this Project is being funded through L.A. for Kids - the Proposition K Program. As such, and given its mandate to assist in programming for neighborhood youth, this Project would fulfill Objective 4-4 by expanding and improving the existing Lafayette Park with a new facility.

Pursuant to Los Angeles Municipal Code Section 14.00 A and B, the applicant has received approval from the Los Angeles Planning Department for a Public Benefit Project with alternative compliance measures including zero (0) new parking stalls and other minor deviations from the performance standards identified in LAMC Section 14.00 A as allowed under LAMC Section 14.00 B.

The project is seeking a lease agreement between HOLA Community Partners and the City of Los Angeles Department of Recreation and Parks for construction and operation of the proposed Arts and Recreation Center.

Department of Recreation and Parks designated Heritage Trees are individual trees of any size or species that are specially designated as heritage because of their historical, commemorative, or horticultural significance. Lafayette Park has a designated Heritage Trees of the Firewheel Tree (*Stenocarpus Sinuatus*), none of which would be removed as part of the Project. Trees protected under City of Los Angeles Ordinance No. 177,404 include Valley Oak, California Live Oak, and any other tree of the oak genus indigenous to California, excluding the Scrub Oak; Southern California Black Walnut; Western Sycamore; and the California Bay. There are no City of Los Angeles protected trees located on the Project Site, and therefore none of these tree species would be affected by the Project.

Consistent with City of Los Angeles requirements, all trees removed for construction of the Project would be replaced at a two to one ration. The Project would preserve all heritage trees on the Project Site. They would be protected in place with other mature canopy trees. The proposed building footprint would affect three canopy trees and in order to provide required handicapped access two relatively young canopy trees would be removed and replaced for a project total of five canopy trees to be removed. These five removed trees would be replaced with 10 canopy trees. There is one very young ash tree that would be transplanted on the Project Site. The Project is located on a site with an extensive grove of Mexican fan palms, some queen palms and a few California fan palms. The palms provide little effective shade for the seating area below. Thirteen palms are located within the footprint of the proposed building. Four palms are located in the area of the proposed seating mound. One palm is located in the area where three parking spaces would be created. This adds up to a total of 18 palms to be replaced

with 18 canopy trees. All palms that are not affected by the project would be protected in place.

The proposed Project would be in full compliance with the applicable land use policies of the City of Los Angeles and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. WOULD THE PROJECT CONFLICT WITH ANY APPLICABLE HABITAT CONSERVATION PLAN OR NATURAL COMMUNITY CONSERVATION PLAN?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As discussed in Section IV(f) above, no such plans presently exist which govern any portion of the Project Site. Furthermore, although the Project Site part of a park site, the park is located in an area which is already developed with residential, commercial, and retail uses, and is also within a heavily urbanized area of the City of Los Angeles. Therefore the proposed Project would not have the potential to cause such effects and there would be no impact.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. MINERAL RESOURCES. Would the Project:				
a. RESULT IN THE LOSS OF AVAILABILITY OF A KNOWN MINERAL RESOURCE THAT WOULD BE OF VALUE TO THE REGION AND THE RESIDENTS OF THE STATE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** Because the Project Site is subject to the applicable land use and zoning requirements in the General Plan and LAMC, particularly Chapter 1, General Provisions and Zoning (City of Los Angeles Planning and Zoning Code), the Project is subject to development standards for the various districts in the City of Los Angeles. The Project Site is not zoned for oil extraction and drilling or mining of mineral resources, and there are no such operations at the Project Site.<sup>47</sup> The Project Site is not located within an identified Mineral Resource Zone (MRZ) as determined by the California Division of Mines and Geology (CDMG) or as designated by the Conservation Element of the City of Los Angeles General Plan, or within an “O” (Oil Drilling) District. Therefore, Project development would not result in the loss or non-availability of any known, regionally valuable mineral resource, and no further analysis of this issue is required.

<sup>47</sup> City of Los Angeles Department of City Planning, Parcel Profile Report, 2820 W 6<sup>th</sup> Street and 625 S La Fayette Park Place, website: [www.zimas.lacity.org](http://www.zimas.lacity.org), accessed April 2017.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. RESULT IN THE LOSS OF AVAILABILITY OF A LOCALLY-IMPORTANT MINERAL RESOURCE RECOVERY SITE DELINEATED ON A LOCAL GENERAL PLAN, SPECIFIC PLAN, OR OTHER LAND USE PLAN?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As discussed above, development of the proposed Project would not result in the loss of availability of a mineral resource that would be of value to the residents of the state or a locally-important mineral resource, or mineral resource recovery site, as delineated on a local general plan, specific plan, or land use plan. Thus, no impact associated with mineral resources would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. <b>NOISE.</b> Would the Project result in:				
a. WOULD THE PROJECT RESULT IN EXPOSURE OF PERSONS TO OR GENERATION OF NOISE LEVELS IN EXCESS OF STANDARDS ESTABLISHED IN THE LOCAL GENERAL PLAN OR NOISE ORDINANCE, OR APPLICABLE STANDARDS OF OTHER AGENCIES?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A significant impact may occur if the Project would generate excess noise that would cause the ambient noise environment at the Project Site to exceed noise level standards set forth in the City of Los Angeles General Plan Noise Element (Noise Element) and the City of Los Angeles Noise Ordinance (Noise Ordinance). See Section 111.00 through Section 116.01 of the LAMC, and LAMC Section 41.40. Implementation of the Proposed Project would result in an increase in ambient noise levels during both construction and operation, as discussed in further detail below.

*Construction Noise*

Construction-related noise impacts would be significant if, as indicated in LAMC Section 112.05, noise from construction equipment within 500 feet of a residential zone exceeds 75 dBA at a distance of 50 feet from the noise source. However, the above noise limitation does not apply where compliance is technically infeasible. Technically infeasible means that the above noise limitation cannot be complied with despite the use of mufflers, shields, sound barriers and/or any other noise reduction device or techniques during the operation of the equipment. Additionally, as defined in the L.A. CEQA Thresholds Guide threshold for construction noise impacts, a significant impact would occur if construction activities lasting more than one day would increase the ambient noise levels by 10 dBA or more at any off-site noise-sensitive location.

Furthermore, the L.A. CEQA Thresholds Guide also states that construction activities lasting more than ten days in a three-month period, which would increase ambient exterior noise levels by 5 dBA or more at a noise sensitive use, would also normally result in a significant impact.

Construction of the Project would require the use of heavy equipment for grading, excavation and foundation preparation, the installation of utilities, and building construction. During each construction phase there would be a different mix of equipment operating and noise levels would vary based on the amount of equipment in operation and the location of each activity.

The U.S. Environmental Protection Agency (EPA) has compiled data regarding the noise generating characteristics of specific types of construction equipment and typical construction activities. The data pertaining to the types of construction equipment and activities that would occur at the Project Site are presented in Table 8, Noise Range of Typical Construction Equipment, and Table 9, Typical Outdoor Construction Noise Levels, respectively, at a distance of 50 feet from the noise source (i.e., reference distance).

**Table 8**  
**Noise Range of Typical Construction Equipment**

Construction Equipment	Noise Level in dBA L <sub>eq</sub> at 50 Feet <sup>a</sup>
Front Loader	73-86
Trucks	82-95
Cranes (moveable)	75-88
Cranes (derrick)	86-89
Vibrator	68-82
Saws	72-82
Pneumatic Impact Equipment	83-88
Jackhammers	81-98
Pumps	68-72
Generators	71-83
Compressors	75-87
Concrete Mixers	75-88
Concrete Pumps	81-85
Back Hoe	73-95
Tractor	77-98
Scraper/Grader	80-93
Paver	85-88

<sup>a</sup> Machinery equipped with noise control devices or other noise-reducing design features does not generate the same level of noise emissions as that shown in this table.  
Source: United States Environmental Protection Agency, *Noise from Construction Equipment and Operations, Building Equipment and Home Appliances*, PB 206717, 1971.



**Table 9**  
**Typical Outdoor Construction Noise Levels**

<b>Construction Phase</b>	<b>Noise Levels at 50 Feet with Mufflers (dBA <math>L_{eq}</math>)</b>	<b>Noise Levels at 60 Feet with Mufflers (dBA <math>L_{eq}</math>)</b>	<b>Noise Levels at 100 Feet with Mufflers (dBA <math>L_{eq}</math>)</b>	<b>Noise Levels at 200 Feet with Mufflers (dBA <math>L_{eq}</math>)</b>
Ground Clearing	82	80	76	70
Excavation, Grading	86	84	80	74
Foundations	77	75	71	65
Structural	83	81	77	71
Finishing	86	84	80	74

*Source: United States Environmental Protection Agency, Noise from Construction Equipment and Operations, Building Equipment and Home Appliances, PB 206717, 1971.*

The noise levels shown in Table 9 represent composite noise levels associated with typical construction activities, which take into account both the number of pieces and spacing of heavy construction equipment that are typically used during each phase of construction. As shown in Table 9, construction noise during the heavier initial periods of construction is presented as 86 dBA  $L_{eq}$  when measured at a reference distance of 50 feet from the center of construction activity. These noise levels would diminish rapidly with distance from the construction site at a rate of approximately 6 dBA per doubling of distance. For example, a noise level of 84 dBA  $L_{eq}$  measured at 50 feet from the noise source to the receptor would reduce to 78 dBA  $L_{eq}$  at 100 feet from the source to the receptor, and reduce by another 6 dBA  $L_{eq}$  to 72 dBA  $L_{eq}$  at 200 feet from the source to the receptor. Construction activities associated with the Project would be expected to occur and generate noise at off-site locations consistent with the estimates provided in Table 9.

The nearest sensitive receptors that could potentially be subject to noise impacts associated with construction of the Project include the following (also see Figure 4, Location of Sensitive Receptors, above):

1. Senior Citizens Center, 90 feet southeast of the Project Site;
2. Larchmont Charter School at La Fayette Park, 2801 West 6<sup>th</sup> Street, approximately 230 feet northwest of the Project Site;
3. Pilgrim School, 540 Commonwealth Avenue; 540 feet northwest of the Project Site;
4. LASR Charter School, 520 South La Fayette Park Place, 300 feet north of the Project Site;
5. McAlister High School, 611 South Carondelet Street, 970 feet east of the Project Site;
6. Charles White Elementary School, 2401 Wilshire Boulevard, 1,230 feet east of the Project Site;
7. Newton International College, 2975 Wilshire Boulevard, 780 feet west of the Project Site;

8. Medical office buildings at 500 and 520 South Virgil Avenue, as close as 960 feet northwest of the Project Site.

According to LAMC 111.03, “presumed ambient noise levels” in C2 zones are 60 dB(A) during the day and 55 dB(A) at night and 50 dB(A) during the day and 40 dB(A) at night in R4 zones. Due to the use of construction equipment during the construction phase, the Project would expose surrounding off-site receptors to increased ambient exterior noise levels comparable to those previously listed above in Table 9. It should be noted, however, that any increase in noise levels at off-site receptors during construction of the Project would be temporary in nature, and would not generate continuously high noise levels, although occasional single-event disturbances from construction are possible. In addition, the construction noise during the heavier initial periods of construction (i.e., excavation work) would typically be reduced in the later construction phases (i.e., interior building construction at the proposed building) as the physical structure of the proposed structure would break the line-of-sight noise transmission from the construction area to the nearby sensitive receptors.

LAMC Section 41.40 regulates noise from construction activities. Exterior construction activities that generate noise are prohibited between the hours of 9:00 P.M. and 7:00 A.M. Monday through Friday, and between 6:00 P.M. and 8:00 A.M. on Saturday. Construction activities are prohibited on Sundays and all federal holidays. The construction activities associated with the Project would comply with these LAMC requirements. In addition, pursuant to LAMC Section 112.05, construction noise levels are exempt from the 75 dBA noise threshold if all technically feasible noise attenuation measures are implemented. According to the LAMC, technically infeasible means that the above noise limitation cannot be complied with despite the use of mufflers, shields, sound barriers and/or any other noise reduction device or techniques during the operation of the equipment. Thus, based on the provisions set forth in LAMC 112.05, implementation of feasible noise attenuation measures would ensure the Project would be consistent with the LAMC and construction noise impacts would be less than significant.

#### *Operational Noise*

Upon completion and operation of the Project, on-site operational noise would be generated by heating, ventilation, and air conditioning (HVAC) equipment installed for the new structure. The operation of such on-site stationary sources of noise would be required to comply with the LAMC Section 112.02, which prohibits noise from air conditioning, refrigeration, heating, pumping, and filtering equipment from exceeding the ambient noise level on the premises of other occupied properties by more than five decibels. This impact would be considered less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. EXPOSURE OF PEOPLE TO OR GENERATION OF EXCESSIVE GROUNDBORNE VIBRATION OR GROUNDBORNE NOISE LEVELS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Vibration is sound radiated through the ground. Vibration can result from a source (e.g., subway operations, vehicles, machinery equipment, etc.) causing the adjacent ground to move, thereby creating vibration waves that propagate through the soil to the foundations of nearby buildings. This effect is referred to as groundborne vibration. The peak particle velocity (PPV) or the root mean square (RMS) velocity is usually used to describe vibration levels. PPV is defined as the maximum instantaneous peak of the vibration level, while RMS is defined as the square root of the average of the squared amplitude of the level. PPV is typically used for evaluating potential building damage, while RMS velocity in decibels (VdB) is typically more suitable for evaluating human response.

The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for most people. Most perceptible indoor vibration is caused by sources within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is rarely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity level, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

*Construction Vibration*

Construction activities for the Project have the potential to generate low levels of groundborne vibration. The operation of construction equipment generates vibrations that propagate through the ground and diminishes in intensity with distance from the source. Vibration impacts can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage of buildings at the highest levels.

In terms of construction-related impacts on buildings, the City of Los Angeles has not adopted policies or guidelines relative to groundborne vibration. While the Los Angeles County Code (LACC Section 12.08.350) states a presumed perception threshold of 0.01 inch per second RMS, this threshold applies to groundborne vibrations from long-term operational activities, not construction. Consequently, as both the City of Los Angeles and the County of Los Angeles do not have a significance threshold to assess vibration impacts during construction, the Federal Transit Administration (FTA) and California

Department of Transportation’s (Caltrans) adopted vibration standards for buildings which are used to evaluate potential impacts related to construction. Based on the FTA and Caltrans criteria, construction impacts relative to groundborne vibration would be considered significant if the following were to occur:<sup>48</sup>

- Project construction activities would cause a PPV groundborne vibration level to exceed 0.5 inches per second at any building that is constructed with reinforced-concrete, steel, or timber;
- Project construction activities would cause a PPV groundborne vibration level to exceed 0.3 inches per second at any engineered concrete and masonry buildings;
- Project construction activities would cause a PPV groundborne vibration level to exceed 0.2 inches per second at any non-engineered timber and masonry buildings; or
- Project construction activities would cause a PPV ground-borne vibration level to exceed 0.12 inches per second at any historical building or building that is extremely susceptible to vibration damage.

In addition, the City of Los Angeles has not adopted any thresholds associated with human annoyance for groundborne vibration impacts. Therefore, this analysis uses the FTA’s vibration impact thresholds for human annoyance. These thresholds include 80 VdB at residences and buildings where people normally sleep (e.g., nearby residences) and 83 VdB at institutional buildings, which includes schools and churches. No thresholds have been adopted or recommended for commercial and office uses. Table 10, Vibration Source Levels for Construction Equipment, identifies various PPV and RMS velocity (in VdB) levels for the types of construction equipment that could operate at the Project Site during construction.

**Table 10**  
**Vibration Source Levels for Construction Equipment**

Equipment	Approximate PPV (in/sec)					Approximate RMS (VdB)				
	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet	25 Feet	50 Feet	60 Feet	75 Feet	100 Feet
Large Bulldozer	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Caisson Drilling	0.089	0.031	0.024	0.017	0.011	87	78	76	73	69
Loaded Trucks	0.076	0.027	0.020	0.015	0.010	86	77	75	72	68
Jackhammer	0.035	0.012	0.009	0.007	0.004	79	70	68	65	61
Small Bulldozer	0.003	0.001	0.0008	0.0006	0.0004	58	49	47	44	40

*Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment, Final Report, 2006.*

With respect to construction vibration impacts upon existing off-site structures, there are

<sup>48</sup> Federal Transit Administration, Transit Noise and Vibration Impact Assessment, May 2006; and California Department of Transportation, Transportation- and Construction –Induced Vibration Guidance Manual, June 2004.

no known structures adjacent to the Project Site that would be considered structurally fragile or susceptible to vibration damages. The surrounding buildings consist primarily of engineered concrete and masonry buildings, and reinforced-concrete, steel, or timber buildings. As such, the potential for construction-related vibration damage to off-site structures would be considered low. In addition, the nearest off-site structures are more than 100 feet to the northwest (college use) or more than 125 feet to the west (office use). As shown in Table 10 above, at distances beyond 25 feet from the Project Site boundary, construction related vibration levels would not have the potential to exceed 0.089 PPV. As discussed previously, the most restrictive threshold for building damage from vibration is 0.12 PPV for historic buildings and buildings that are extremely susceptible to vibration damage, and the least restrictive threshold is 0.5 PPV at any building that is constructed with reinforced-concrete, steel, or timber. As maximum off-site vibration levels at existing structures would not have the potential to exceed 0.089 PPV, the Project's construction activities would not exceed the identified thresholds of significance for building damage from vibration and impacts would be less than significant.

*Operational Vibration*

The Project proposes construction of a three-story, 24,860 square-foot building reaching a maximum height of approximately 42 feet to house extracurricular activities in academics, arts, and athletics. The proposed Project would provide three levels of space for activities, including large and small ensemble rooms for music practice and performances, club rooms for academic and art use, offices, reception area and lobby, and a roof deck. The ground-floor rooms are designed to open to the park with moveable walls for the public to watch performances and interact with the HOLA activities. The Project would not involve the use of stationary equipment that would result in high vibration levels, which are more typical for large manufacturing and industrial Projects. Groundborne vibrations at the Project Site and immediate vicinity currently result from heavy-duty vehicular travel (e.g., refuse trucks and transit buses) on the nearby local roadways, and the proposed land uses at the Project Site would not result in a substantive increase of these heavy-duty vehicles on the public roadways. While refuse trucks would be used for the removal of solid waste at the Project Site, these trips would typically only occur once a week and would not be any different than those presently occurring in the vicinity of the Project Site. As such, vibration impacts associated with operation of the Project would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. A SUBSTANTIAL PERMANENT INCREASE IN AMBIENT NOISE LEVELS IN THE PROJECT VICINITY ABOVE LEVELS EXISTING WITHOUT THE PROJECT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** A significant impact may occur if the Project were to

result in a substantial permanent increase in ambient noise levels above existing ambient noise levels without the Project. As defined in the City of Los Angeles CEQA Thresholds Guide threshold for operational noise impacts, a significant impact would occur if noise levels associated with operation of the Project would increase the ambient noise levels by 3 dBA CNEL at homes where the resulting noise level would be at least 70 dBA CNEL. In addition, any long-term increase of 5 dBA CNEL or more is considered to cause a significant impact. Generally, in order to achieve a 3 dBA CNEL increase in ambient noise from traffic, the volume on any given roadway would need to double.

### **Traffic Noise**

In order for a new noise source to be audible, there would need to be a 3 dBA or greater CNEL noise increase. As discussed above, the traffic volume on any given roadway would need to double in order for a 3 dBA increase in ambient noise to occur. According to the L.A. CEQA Thresholds Guide, if a Project would result in traffic that is less than double the existing traffic, then the Project's mobile noise impacts can be assumed to be less than significant. The proposed Project would add an arts and recreation center on an existing park. The center anticipates serving students during afternoon weekday hours and all day on Saturdays. This activity also assumes approximately 30 teachers in total serving the center, though not at one time. It is understood based on current use of HOLA's facility adjacent to the park that most participants of the programs offered by HOLA use transit and walk from local schools and housing to HOLA facilities. This type of use would not double the traffic volume on any given roadway in the vicinity of Lafayette Park. Because of the type and size of proposed use, a traffic study was not required by LADOT for the Project. Therefore, potential traffic noise impacts would be less than significant.

### **Stationary Noise Sources**

New stationary sources of noise, such as mechanical HVAC equipment would be installed for the proposed building at the Project Site. As discussed in Question (a) above, the design of this equipment would be required to comply with LAMC Section 112.02, which prohibits noise from air conditioning, refrigeration, heating, pumping, and filtering equipment from exceeding the ambient noise level on the premises of other occupied properties by more than five decibels. Thus, because the noise levels generated by the HVAC equipment serving the Project would not be allowed to exceed the ambient noise level by five decibels on the premises of the adjacent properties, a substantial permanent increase in noise levels would not occur at the nearby sensitive receptors. This impact would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. A SUBSTANTIAL TEMPORARY OR PERIODIC INCREASE IN AMBIENT NOISE LEVELS IN THE PROJECT VICINITY ABOVE LEVELS EXISTING WITHOUT THE PROJECT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** As discussed above, impacts would be less than significant for temporary construction noise and vibration, and periodic operational noise and vibration.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. FOR A PROJECT LOCATED WITHIN AN AIRPORT LAND USE PLAN OR, WHERE SUCH A PLAN HAS NOT BEEN ADOPTED, WITHIN TWO MILES OF A PUBLIC AIRPORT OR PUBLIC USE AIRPORT, WOULD THE PROJECT EXPOSE PEOPLE RESIDING OR WORKING IN THE PROJECT AREA TO EXCESSIVE NOISE LEVELS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The nearest airport to the Project Sites is the Santa Monica Municipal Airport, located more than 11 miles to the west. The Project Sites are not located within an airport land use plan or within the vicinity of a private airstrip. As such, the proposed Project would not expose people to excessive aircraft noise levels. Therefore, no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. FOR A PROJECT WITHIN THE VICINITY OF A PRIVATE AIRSTRIP, WOULD THE PROJECT EXPOSE PEOPLE RESIDING OR WORKING IN THE PROJECT AREA TO EXCESSIVE NOISE LEVELS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The nearest airport to the Project Sites is the Santa Monica Municipal Airport, located more than 11 miles to the west. The Project Sites are not located within an airport land use plan or within the vicinity of a private airstrip. As such, the proposed Project would not expose people to excessive aircraft noise levels. Therefore, no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIV. POPULATION AND HOUSING.</b> Would the Project:				
a. INDUCE SUBSTANTIAL POPULATION GROWTH IN AN AREA EITHER DIRECTLY (FOR EXAMPLE, BY PROPOSING NEW HOMES AND BUSINESSES) OR INDIRECTLY (FOR EXAMPLE, THROUGH EXTENSION OF ROADS OR OTHER INFRASTRUCTURE)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. The proposed Project would not introduce new housing or businesses, and therefore would not induce population growth directly or indirectly. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. DISPLACE SUBSTANTIAL NUMBERS OF EXISTING HOUSING NECESSITATING THE CONSTRUCTION OF REPLACEMENT HOUSING ELSEWHERE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The proposed Project would develop a community center on existing park space. No housing is present on the park and therefore no housing would be displaced as a result of Project development. No impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. DISPLACE SUBSTANTIAL NUMBERS OF PEOPLE NECESSITATING THE CONSTRUCTION OF REPLACEMENT HOUSING ELSEWHERE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** The proposed Project would develop a community center on existing park space. No housing is present on the park and therefore no housing would be displaced as a result of Project development. Therefore, no people would be displaced as a result of Project development.



Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

**XV. PUBLIC SERVICES.** Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a. FIRE PROTECTION?

**Less Than Significant Impact.** Based on the City of Los Angeles *L.A. CEQA Thresholds Guide 2006*, a Project would normally have a significant impact on fire protection if it requires the addition of a new fire station or the expansion, consolidation or relocation of an existing facility to maintain service. The City of Los Angeles Fire Department (LAFD) considers fire protection services for a Project adequate if a Project is within the maximum response distance for the land use proposed. Pursuant to Section 57.09.07A of the LAMC, the maximum response distance between residential land uses and a LAFD fire station that houses an engine or truck company is 1.5 miles; while for a commercial land use, the distance is one mile for an engine company and 1.5 miles for a truck company. If either of these distances is exceeded, all structures located in the applicable residential or commercial area would be required to install automatic fire sprinkler systems. The Project Site is within the service area of LAFD Central Bureau. The proposed Project would be served primarily by Fire Station No. 13, located at 2401 West Pico Boulevard, approximately 1.3 mile south of the Project Site, and Fire Station No. 6, located at 326 North Virgil Avenue. Each of these stations include 12 team members, one ladder truck, two engines, and a paramedic ambulance. Under LAMC criteria, the existing fire response distance to the Project would be adequate.

Pursuant to LAMC Section 57.09.06, City-established fire flow requirements vary from 2,000 gallons per minute (gpm) in low-density residential areas to 12,000 gpm in high-density commercial or industrial areas. In any instance, a minimum residual water pressure of 20 pounds per square inch (PSI) is to remain in the water system while the required gpm is flowing.<sup>49</sup> The adequacy of existing water pressure and availability in the Project area with respect to required fire flow would be confirmed by LAFD during the plan check review process. The final fire flow required for the Project would be established by the LAFD during its review of the Project plot plan, prior to the issuance of a building permit by the City. The plot plan would be required to identify the minimum fire flow requirements and the location of fire hydrants. Additional fire hydrants may be required, depending on the building design and LAFD requirements. Such improvements would be conducted as part of the Project either on-site or off-site within the right-of-way under the City’s B-Permit process. Construction activities to install any new pipes or pumping infrastructure would be temporary and in short duration and

<sup>49</sup> LAMC, Chapter 5, Public Safety and Protection, Division 9, Access, Hydrants, and Fire Flow, Section 57.09.06.

would not result in any significant environmental impacts. Approval of this plot plan, and implementation of the Project design features, would ensure the impact on fire protection would be less than significant and no mitigation measures are required.

Since the proposed Project would be within a 1.5 mile fire response distance, provide adequate fire flow and access, and meet building fire safety regulations, impacts with respect to fire services would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

**XV. PUBLIC SERVICES.** Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

b. POLICE PROTECTION?

**Less Than Significant Impact.** For the purpose of this Initial Study, a significant impact may occur if the City of Los Angeles Police Department (LAPD) could not adequately serve a Project, necessitating a new or physically altered station. Based on the City of Los Angeles *L.A. CEQA Thresholds Guide 2006*, the determination of whether a Project results in a significant impact on police protection shall be made considering the following factors:

- The population increase resulting from a Project, based on the net increase of residential units or square footage of non-residential floor area;
- The demand for police services anticipated at the time of Project buildout compared to the expected level of service available. Consider, as applicable, scheduled improvements to LAPD services (facilities, equipment, and officers) and a Project’s proportional contribution to the demand; and
- Whether a Project includes security and/or design features that would reduce the demand for police services.

The proposed Project would be served by the LAPD Olympic Community Police Station located at 1130 South Vermont Avenue, approximately 1.2 miles southeast of the Project Site. The Project Site is within the Reporting District 2029. The Olympic Community Police Station, which is under the jurisdiction of the West Bureau, serves a community area encompassing 8.5 square miles, including the Project Site, and contains a population of approximately 300,000.<sup>50</sup> For the purposes of the LAPD, the Olympic Community service boundaries are roughly defined as: Melrose Avenue and Beverly Boulevard to the North; the Santa Monica Freeway to the South; Wilton Place,

<sup>50</sup> LAPD website: [http://www.lapdonline.org/olympic\\_community\\_police\\_station/](http://www.lapdonline.org/olympic_community_police_station/), accessed April 2017.

Crenshaw Boulevard, Plymouth Boulevard and Gower Street to the West; and Hoover Street to the East.

Implementation of the proposed Project would result in an increase of site employees and visitors within the Project Site, thereby generating a potential increase in the number of service calls from the Project Site. The demand for police services is based on residential population, and the proposed Project would not result in additional residents on the Project Site, as the Project does not include housing. Therefore, the Project would not require the enlargement or the construction of a police station, the construction of which would cause significant environmental impacts. Additionally, the proposed Project would be subject to LAPD review and would be required to comply with all applicable safety requirements of the LAPD and the City of Los Angeles in order to adequately address police protection service demands. Furthermore, the new building will add an active component to a corner of the park previously identified by LAPD as one that was challenging to maintain in a safe manner. And, by enhancing safety and security in this portion of the park, the safety of the overall park, and the surrounding community, would be achieved. Impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

**XV. PUBLIC SERVICES.** Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- c. SCHOOLS?

**Less Than Significant Impact.** The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. The proposed Project would not introduce new housing or businesses, and therefore would not induce population growth directly or indirectly. Thus, would not increase demand for school services that could create capacity or service level problems or require new or expanded school facilities. Rather, the proposed facility would accommodate students currently served by local schools during after-school and weekend hours. Therefore, impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

**XV. PUBLIC SERVICES.** Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. PARKS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. Rather than create increased demand which could result in the need for additional park facilities in the City, the proposed Project consists of enhancing an existing area of the park with the addition of a new facility to create additional opportunities for patrons within the park. The proposed building would be located on a portion of the park currently improved with picnic tables and palm trees.

The construction of this building would enhance this specific area as well as the overall recreation area, by providing additional programming opportunities to the park. The building will provide new, state-of-the-art facilities while utilizing the existing park and its resources such as the library and skate park, to enhance the site and add new active and safe space for neighborhood families.

The remainder of the park space will benefit from this building as the Project will redistribute the existing picnic tables throughout the park, providing better engagement and activation between of families and the existing recreational opportunities. As well as, the current palm trees, which provide little to no shade, will be replaced with trees that provide a substantial shade canopy. Further enhancing areas that are presently ignored by families looking to utilize the park space.

The addition of the proposed building would add a new variety of activities and opportunities to the existing recreation area. And, the Project assists with the greater vision of the park in adding better linkages between picnicking families and the active recreational opportunities offered.

The new building will be built in accordance with current building standards, including accessibility, security, and lighting. The new building will add an active component to a corner of the park previously identified by LAPD as one that was challenging to maintain in a safe manner. And, by enhancing safety and security in this portion of the park, the safety of the overall park, and the surrounding community, will be achieved.

Therefore, the proposed Project would not result in physical impacts, as evidenced in this Initial Study/Negative Declaration associated with the provision of new governmental facilities such as parks. Impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**XV. PUBLIC SERVICES.** Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- e. OTHER PUBLIC FACILITIES?

**Less Than Significant Impact.** The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. The existing park also contains the Felipe de Neve Branch Library of the Los Angeles Public Library system. Rather than create increased demand which could result in the need for additional library facilities in the City, the proposed Project consists of enhancing an existing area of the park with the addition of a new facility to create additional opportunities for patrons within the park. Although the Project could encourage use of the park by additional patrons, the proposed Project would not result in increased population in the area, directly or indirectly, but rather serves to accommodate patrons and visitors in the local area. For this reason, the Project would not result in increased demand of the existing library which could result in physical impacts associated with the provision of new or physically altered governmental facilities such as libraries. Impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**XVI. RECREATION**

- a. WOULD THE PROJECT INCREASE THE USE OF EXISTING NEIGHBORHOOD AND REGIONAL PARKS OR OTHER RECREATIONAL FACILITIES SUCH THAT SUBSTANTIAL PHYSICAL DETERIORATION OF THE FACILITY WOULD OCCUR OR BE ACCELERATED?

**Less Than Significant Impact.** The park currently contains the following recreation amenities: community building/recreation center, basket courts, children’s play area, tennis courts, and play fields.

The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. Rather than create increased use of the park, which could result in the physical deterioration of the park, the proposed Project consists of enhancing an existing area of the park with the addition of a new facility to create additional opportunities for patrons within the park in new and upgraded facilities and open space areas. The proposed building will be located on a portion of the park currently improved

with picnic tables and palm trees. Given its current layout, this portion of the park does not have the necessary space required to provide meaningful active recreational opportunities. And given the number of picnic tables currently located in this area, this portion of the park allows for a minimal amount of landscape and tree canopy.

The construction of the proposed building would enhance this specific area as well as the overall recreation area, by providing additional programming opportunities to the park. The building will provide new, state-of-the-art facilities for HOLA's extracurricular activities, reaching underserved youth in the immediate community while utilizing the existing park and its resources such as the library and skate park, to enhance the site and add new active and safe space for neighborhood families.

The remainder of the park space will benefit from this building as the Project will redistribute the existing picnic tables throughout the park, providing better engagement and activation between of families and the existing recreational opportunities. As well as, the current palm trees, which provide little to no shade, will be replaced with trees that provide a substantial shade canopy. Further enhancing areas that are presently ignored by families looking to utilize the park space.

The addition of the proposed building would add a new variety of activities and opportunities to the existing recreation area. And, the Project assists with the greater vision of the park in adding better linkages between picnicking families and the active recreational opportunities offered.

The new building will be built in accordance with current building standards, including accessibility, security, and lighting. The new building will add an active component to a corner of the park previously identified by LAPD as one that was challenging to maintain in a safe manner. And, by enhancing safety and security in this portion of the park, the safety of the overall park, and the surrounding community, will be achieved.

Therefore, the proposed Project would not result in physical impacts, as evidenced in this Initial Study/Negative Declaration associated with the provision of new governmental facilities such as parks. Impacts would be less than significant.

The proposed Project is an expansion of recreational facilities. Because the Project would satisfy some of the local demand for recreation, it has the potential to decrease the demand for other recreational facilities in the area. The nearest existing park, MacArthur Park, is located less than 1/2 mile east of the proposed Project. The proposed Project would not result in an increase in use of any other existing neighborhood or regional park or other recreation facility such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. DOES THE PROJECT INCLUDE RECREATIONAL FACILITIES OR REQUIRE THE CONSTRUCTION OR EXPANSION OF RECREATIONAL FACILITIES WHICH MIGHT HAVE AN ADVERSE PHYSICAL EFFECT ON THE ENVIRONMENT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** As discussed above, the Project includes the construction of a new facility within an existing community park. As evidenced in this Initial Study/Negative Declaration, the proposed Project would not result in physical impacts associated with the provision of new governmental facilities such as parks. Additionally, because the Project would satisfy some of the local demand for recreation, it has the potential to decrease the demand for other recreational facilities in the area. The nearest existing park, MacArthur Park, is located less than 1/2 mile east of the proposed Project. Thus, the proposed Project would not result in physical impacts associated with the provision of new governmental facilities such as parks. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVII. TRANSPORTATION/CIRCULATION. Would the Project:</b>				
a. CONFLICT WITH AN APPLICABLE PLAN, ORDINANCE OR POLICY ESTABLISHING MEASURES OF EFFECTIVENESS FOR THE PERFORMANCE OF THE CIRCULATION SYSTEM, TAKING INTO ACCOUNT ALL MODES OF TRANSPORTATION INCLUDING MASS TRANSIT AND NON-MOTORIZED TRAVEL AND RELEVANT COMPONENTS OF THE CIRCULATION SYSTEM, INCLUDING BUT NOT LIMITED TO INTERSECTIONS, STREETS, HIGHWAYS AND FREEWAYS, PEDESTRIAN AND BICYCLE PATHS AND MASS TRANSIT?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. The Project Site is located on the west side of S. La Fayette Park Place, south of 6th Street and is currently in use as a passive recreation area within La Fayette Park.

**Construction Traffic Impacts**

Construction activities associated with the Project would be undertaken in three main phases: (1) removal of existing uses (picnic tables and benches, pavement), (2) excavation/grading/foundation preparation, and (3) construction of the building and site amenities. The Project proposes to use prefabricated structures, and would therefore

require a total construction period of approximately nine (9) months.

The Project applicant would be required to submit formal construction staging and traffic control plans for review and approval by the local agency prior to the issuance of any construction permits. A Work Area Traffic Control Plan will be developed for use during the entire construction period. This plan will also incorporate safety measures around the construction site to reduce the risk to pedestrian traffic near the work area. The Work Area Traffic Control Plan will identify all traffic control measures, signs, delineators, and work instructions to be implemented by the construction contractor through the duration of demolition and construction activity. Construction equipment and worker cars will generally be contained on-site. At times when on-site staging and parking is not available, a secondary staging area will be required. The Work Area Traffic Control Plan would minimize the potential conflicts between construction activities, street traffic, transit stops, and pedestrians. The Plan includes access restrictions, covered sidewalks, and designating alternative pedestrian routes. The Project applicant would develop and implement an approved Work Area Traffic Control plan including a designated haul route, staging area, and traffic control procedures to mitigate the traffic impacts during construction. With approval of the haul route and Work Area Traffic Control plan, impacts associated with the construction activities would be less than significant.

**Operational Traffic Impacts**

The proposed use would not cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system. Wilshire Boulevard is a designated Major Highway. Sixth Street is a designated Secondary Highway. Commonwealth Avenue is a designated Collector Street. La Fayette Park Place is a designated Local Street. The proposed Project replaces an existing HOLA facility immediately across South La Fayette Park Place. The relocation of participants from one side of the street to another does not alter or impact the current traffic patterns associated with the immediate area and as such should not increase the amount of cars currently utilizing the street system. In addition, the recreation center is designed to serve the community. Many users would walk, bike, or use public transit. As documented by LADOT in their Traffic Study Assessment, a traffic study is not needed for projects requesting deviations from yard, height or parking restrictions outlined in the Municipal Code. Development of the Project, which includes the addition of an arts and recreation center on an existing park, would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system and impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. CONFLICT WITH AN APPLICABLE CONGESTION MANAGEMENT PROGRAM, INCLUDING BUT NOT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



LIMITED TO LEVEL OF SERVICE STANDARDS AND TRAVEL DEMAND MEASURES, OR OTHER STANDARDS ESTABLISHED BY THE COUNTY CONGESTION MANAGEMENT AGENCY FOR DESIGNATED ROADS OR HIGHWAYS?

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**Less Than Significant Impact.** The Congestion Management Program (CMP) is a state-mandated program that was enacted by the California State Legislature with the passage of Proposition 111 in 1990. The program is intended to address the impact of local growth on the regional transportation system. The CMP Traffic Impact Analysis guidelines require that intersection monitoring locations must be examined if the Project will add 50 or more trips during either the AM or PM weekday peak hours. The proposed Project would not add 50 or more trips during the AM or PM peak hours at any CMP monitoring location. The proposed Project is not open during the AM peak hour, and is relocating existing trips from an existing facility immediately across South La Fayette Park Place. The relocation of participants from one side of the street to another does not increase the amount of cars currently utilizing the street system. Therefore, no further review of potential impacts to intersection monitoring locations that are part of the CMP highway system is required.

- c. RESULT IN A CHANGE IN AIR TRAFFIC PATTERNS, INCLUDING EITHER AN INCREASE IN TRAFFIC LEVELS OR A CHANGE IN LOCATION THAT RESULTS IN SUBSTANTIAL SAFETY RISKS?

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**No Impact.** The Project does not include any aviation-related uses and would have no airport impact. It would also not require any modification of flight paths for the existing airports in the Los Angeles Basin. Therefore, no impact would occur.

- d. SUBSTANTIALLY INCREASE HAZARDS TO A DESIGN FEATURE (E.G., SHARP CURVES OR DANGEROUS INTERSECTIONS) OR INCOMPATIBLE USES (E.G., FARM EQUIPMENT)?

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**No Impact.** The proposed Project would not include any new roads that would result in a substantial increase in hazards due to a design feature. Vehicular access to the existing site is currently provided via South La Fayette Park Place. Development of the Project does not propose to change the existing vehicular access or parking location and therefore would not substantially increase hazards due to a design feature. Thus, no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. RESULT IN INADEQUATE EMERGENCY ACCESS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** As previously discussed above, the proposed Project is not located on or near an adopted emergency response or evacuation plan route. Emergency access to the Project Site would be provided by the existing and proposed street system. The proposed Project would be designed and constructed in accordance with LAMC requirements to ensure proper emergency access. Furthermore, as described in Section XV (a), the proposed Project would satisfy the emergency response requirements of the LAFD, and as discussed in Section XVII (d), there are no hazardous design features included in the access design or site plan for the proposed Project that could impede emergency access. The proposed Project would not result in any changes or alterations to access roads or driveways and parking areas would remain accessible to emergency service vehicles. Therefore, the proposed Project would not be expected to result in inadequate emergency access, and the proposed Project would have a less than significant impact on emergency access.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. CONFLICT WITH ADOPTED POLICIES, PLANS OR PROGRAMS REGARDING PUBLIC TRANSIT, BICYCLE, OR PEDESTRIAN FACILITIES, OR OTHERWISE DECREASE THE PERFORMANCE OR SAFETY OF SUCH FACILITIES?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project would be designed to be supportive of alternative forms of transportation and is expected to increase rather than decrease the safety or performance of transit, bicycle, and pedestrian facilities. Public bus/rail transit service within the Project area is currently provided by Los Angeles County Metropolitan Transit Authority (Metro), the City of Los Angeles Department of Transportation (DASH), and Foothill Transit. Several MTA and LADOT bus routes have

stops within reasonable walking distance (one-quarter of a mile) of the Project Site. Further, the MTA operates Metro Rapid Bus lines along Wilshire Boulevard and the Project Site is approximately 0.6 miles from the Westlake / MacArthur Park Red Line Station. Including transfer opportunities, the Project is very well served by public transit. Thus, it is expected that many of the trips generated by the Project will utilize public transportation as their primary travel mode instead of private vehicles. Since the proposed Project would not modify or conflict with any alternative transportation policies, plans or programs, impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

**XVIII. TRIBAL CULTURAL RESOURCES**

- |    |                                                                                                                                                                                          |                          |                          |                                     |                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. | LISTED OR ELIGIBLE FOR LISTING IN THE CALIFORNIA REGISTER OF HISTORICAL RESOURCES, OR IN A LOCAL REGISTER OF HISTORICAL RESOURCES AS DEFINED IN PUBLIC RESOURCES CODE SECTION 5020.1(K)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

**Less Than Significant Impact.** As discussed above under V(a), the proposed Project does not involve the demolition, destruction, relocation, or alteration of any historical resources. The Project does not include demolition or rehabilitation of any structures, including structures that are historical resources defined by CEQA. As discussed above, the Project would have no direct or indirect impacts on historical resources. Accordingly, impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	----------------------------------------------------	------------------------------	-----------

- |    |                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                          |                                     |                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b. | A RESOURCE DETERMINED BY THE LEAD AGENCY, IN ITS DISCRETION AND SUPPORTED BY SUBSTANTIAL EVIDENCE, TO BE SIGNIFICANT, PURSUANT TO CRITERIA SET FORTH IN SUBDIVISION (C) OF PUBLIC RESOURCES CODE SECTION 5024.1? IN APPLYING THE CRITERIA SET FORTH IN SUBDIVISION (C) OF PUBLIC RESOURCES CODE SECTION 5024.1, THE LEAD AGENCY SHALL CONSIDER THE SIGNIFICANCE OF THE RESOURCE TO A CALIFORNIA NATIVE AMERICAN TRIBE. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

**Less Than Significant Impact.** Approved by Governor Brown on September 25, 2014, Assembly Bill 52 (AB 52) establishes a formal consultation process for California Native American Tribes to identify potential significant impacts to Tribal Cultural Resources (TCRs), as defined in Public Resources Code Section 21074, as part of CEQA. Effective July 1, 2015, AB 52 applies to Projects that file a Notice of Preparation of an MND or EIR on or after July 1, 2015. PRC Section 21084.2 now establishes that a

Project with an effect that may cause a substantial adverse change in the significance of a TCR is a Project that may have a significant effect on the environment. To help determine whether a Project may have such an effect, PRC Section 21080.3.1 requires a lead agency to consult with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a proposed Project. That consultation must take place prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a Project. As a result of AB 52, the following must take place: 1) prescribed notification and response timelines; 2) consultation on alternatives, resource identification, significance determinations, impact evaluation, and mitigation measures; and 3) documentation of all consultation efforts to support CEQA findings for the administrative record.

Under AB 52, if a lead agency determines that a Project may cause a substantial adverse change to a TCR, the lead agency must consider measures to mitigate that impact. PRC Section 21074 provides a definition of a TCR. In brief, in order to be considered a TCR, a resource must be either: 1) listed, or determined to be eligible for listing, on the national, State, or local register of historic resources, or 2) a resource that the lead agency chooses, in its discretion supported by substantial evidence, to treat as a TCR. In the latter instance, the lead agency must determine that the resource meets the criteria for listing in the State register of historic resources or City Designated Cultural Resource. In applying those criteria, a lead agency shall consider the value of the resource to the tribe.

As specified in AB 52, lead agencies must provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed Project if the tribe has submitted a written request to be notified. The tribe must respond to the lead agency within 30 days of receipt of the notification if it wishes to engage in consultation on the Project, and the lead agency must begin the consultation process within 30 days of receiving the request for consultation.

In compliance with AB 52, the City of Los Angeles Department of Recreation and Parks provided notice to tribes soliciting requests for consultation on April 21, 2017, and this 30-day notification period ends May 21, 2017. As previously discussed under Question V(b), the Project Site does not contain any known archaeological sites or archaeological survey areas. As discussed above in Section V(a), Lafayette Park was determined eligible for listing under Criterion A/1 of the National Register as a public park associated with the westward expansion of Los Angeles in the late 19<sup>th</sup> century. According to National Park Service guidance, a property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person.<sup>51</sup> Although the park's landscape design, features and materials have been substantially altered, it retains its original boundaries and remains a public park composed primarily of landscaped, recreational open space. After construction of the Project, the majority of Lafayette Park's nearly ten acres will remain

---

<sup>51</sup> National Register Bulletin 15, 46.

a public park consisting primarily of recreational open space. The park will therefore retain sufficient integrity to convey its significance under Criterion A/1. The Felipe de Neve Branch Library will remain unaltered. The integrity and significance of both resources will therefore remain materially unimpaired by the proposed new construction and impacts would be less than significant.

Furthermore, due to the lack of substantial evidence in City and NAHC databases or resultant from the AB 52 process demonstrating otherwise, the City of Los Angeles Department of Recreation and Parks, as lead agency, has determined the Project Site is not a TCR as defined by PRC Section 21074. Nonetheless, so as to ensure any unforeseen and inadvertent discovery of TCRs would not result in a potentially significant impact, in the event that objects or artifacts that may be TCRs are encountered during the course of any ground-disturbance activities, all such activities would temporarily cease on the Project Site until the potential TCRs are properly assessed following specific protocol required by the Department of City Planning. Therefore, impacts would be less than significant.

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
--	-----------------------------------------------	---------------------------------------------------------------------------	---------------------------------------------	----------------------

**XIX. UTILITIES.** Would the Project:

a. EXCEED WASTEWATER TREATMENT REQUIREMENTS OF EITHER THE LOS ANGELES OR LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------------------------------------------------------------------------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

**No Impact.** For the purpose of this Initial Study, a significant impact may occur if a Project would discharge wastewater, whose content exceeds the regulatory limits established by the governing agency. This question would typically apply to properties served by private sewage disposal systems, such as septic tanks. Section 13260 of the California Water Code states that persons discharging or proposing to discharge waste that could affect the quality of the waters of the State, other than into a community sewer system, shall file a Report of Waste Discharge (ROWD) containing information which may be required by the appropriate Regional Water Quality Control Board (RWQCB). The RWQCB then authorizes a NPDES permit that ensures compliance with wastewater treatment and discharge requirements.

The Los Angeles RWQCB enforces wastewater treatment and discharge requirements for properties in the Project area. The proposed Project would convey wastewater via municipal sewage infrastructure maintained by the Los Angeles Bureau of Sanitation to the Hyperion Treatment Plant (HTP). The HTP is a public facility, and, therefore, is subject to the state’s wastewater treatment requirements. As such, wastewater from the implementation of the proposed Project at the Project Site would be treated according to the wastewater treatment requirements enforced by the Los Angeles RWQCB, and no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. CREATE WATER OR WASTEWATER SYSTEM CAPACITY PROBLEMS, OR RESULT IN THE CONSTRUCTION OF NEW WATER OR WASTEWATER TREATMENT FACILITIES OR EXPANSION OF EXISTING FACILITIES, THE CONSTRUCTION OF WHICH COULD CAUSE SIGNIFICANT ENVIRONMENTAL EFFECTS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.**

**Water Treatment Facilities and Existing Infrastructure**

The City of Los Angeles Department of Water and Power (LADWP) currently supplies water to the Project Site. The LADWP is responsible for ensuring that water demand within the City is met and that State and federal water quality standards are achieved.

The Los Angeles Department of Water and Power (LADWP) ensures the reliability and quality of its water supply through an extensive distribution system that includes more than 7,100 miles of pipes, more than 100 storage tanks and reservoirs within the City, and eight storage reservoirs along the Los Angeles Aqueducts. Much of the water flows north to south, entering Los Angeles at the Los Angeles Aqueduct Filtration Plant (LAAFP) in Sylmar, which is owned and operated by LADWP. Water entering the LAAFP undergoes treatment and disinfection before being distributed throughout the LADWP’s Water Service Area. The LAAFP has the capacity to treat approximately 600 million gallons per day (mgd). The average plant flow is approximately 362 mgd averaged over calendar year 2013, and operates at approximately 60 percent capacity. Therefore, the LAAFP has a remaining capacity of approximately 238 mgd, depending on the season.<sup>52</sup>

State of California Senate Bill (“SB”) 610 and SB 221 became effective January 1, 2002, amending State Water Code Sections 10910-10915, and requiring that counties and cities consider the availability of adequate water supplies for certain new large development Projects. These statutes require that cities and counties obtain from the local water supplier written assessment or verification of the sufficiency of water supply to serve proposed large development Projects in their jurisdiction through a Water Supply Assessment (“WSA”). Pursuant to SB 610, Projects that are required to obtain a WSA include the following:

- a proposed residential development of more than 500 dwelling units;
- a proposed shopping center or business establishment of more than 500,000 square feet of floor space or employing more than 1,000 persons;

<sup>52</sup> Los Angeles Department of Water and Power, 2015 Urban Water Management Plan, adopted July 1, 2016.

- a proposed commercial office building of more than 250,000 square feet of floor space or employing more than 1,000 persons;
- a proposed hotel or motel of more than 500 rooms;
- a proposed industrial, manufacturing, or processing plant or industrial park of more than 40 acres of land, more than 650,000 square feet of floor area, or employing more than 1,000 persons;
- a mixed-use Project that falls in one or more of the above-identified categories; or
- a Project not falling in one of the above-identified categories but that would demand water equal or greater to a 500 dwelling-unit Project.

The Project would not meet or exceed the threshold for a preparation of a Water Supply Assessment. Additionally, implementation of the proposed Project is not expected to measurably reduce the LAAFP's capacity; therefore, no new or expanded water treatment facilities would be required. Therefore, with respect to water treatment facilities, impacts would be less than significant.

However, if water main or infrastructure upgrades are required, the Applicant would pay for such upgrades, which would be constructed either by the applicant or by LADWP, and a temporary disruption in service may occur. In addition, proper notification to LADWP customers would take place if a disruption in water service were to occur. In the event that water main and other infrastructure upgrades are required, it would not be expected to create a significant impact to the physical environment because (1) any disruption of service would be of a short-term nature, (2) replacement of the water mains would be within public rights-of-way, and (3) any foreseeable infrastructure improvements would be limited to the immediate Project vicinity. Therefore, potential impacts resulting from water infrastructure improvements, if any are required, would be less than significant.

Furthermore, the proposed Project would comply with the City's mandatory water conservation measures that, relative to the City's increase in population, have reduced the rate of water demand in recent years. The LADWP's growth Projections are based on conservation measures and adequate treatment capacity that is, or would be, available to treat the LADWP's projected water supply, as well as the LADWP's expected water sources. Compliance with water conservation measures, including Title 20 and 24 of the California Administrative Code would serve to reduce the Projected water demand. Chapter XII of the LAMC comprises the City of Los Angeles Emergency Water Conservation Plan. The Emergency Water Conservation Plan stipulates conservation measures pertaining to water closets, showers, landscaping, maintenance activities, and other uses. Additionally, in response to California's extreme drought, the Mayor's office has mandated actions to reduce per capita potable water use, a reduction in LADWP water purchases, and creation of an integrated water strategy.

At the state level, Title 24 of the California Administrative Code contains the California Building Standards, including the California Plumbing Code (Part 5), which promotes water conservation. Title 20 of the California Administrative Code addresses Public

Utilities and Energy and includes appliance efficiency standards that promote conservation. Various sections of the Health and Safety Code also regulate water use. In summary, the proposed Project’s water demand is expected to comprise a very small percentage of LADWP’s existing water supplies. As such, no new or expanded water infrastructure would be required to serve the proposed Project and impacts would be less than significant.

In addition to supplying water for domestic uses, the LADWP also supplies water for fire protection services, in accordance with Fire Code. The Project Site is served by existing water lines maintained by LADWP. There are currently no water service problems or deficiencies in the Project area. However, if water main or infrastructure upgrades are required, the Applicant would pay for such upgrades, which would be constructed by either the applicant or LADWP. To the extent such upgrades result in a temporary disruption in service, proper notification to LADWP customers would take place. Therefore, potential impacts resulting from water infrastructure improvements, if any are required, would be less than significant.

**Wastewater Treatment Facilities and Existing Infrastructure**

The Los Angeles Bureau of Sanitation provides sewer service to the Project area. The existing residential uses have sewer connections to the City’s sewer system. Sewage from the Project Site is conveyed via sewer infrastructure to the HTP. Since 1987, the HTP has had capacity for full secondary treatment. Currently, the plant treats an average daily flow of 362 mgd, and has capacity to treat 450 mgd. This equals a remaining capacity of 88 mgd of wastewater able to be treated at the HTP.<sup>53</sup>

With respect to wastewater infrastructure, wastewater service is provided to the Project Site by existing sewer lines maintained by the Bureau of Sanitation. Sewer infrastructure in the vicinity of the Project Site includes an existing 20-inch line in S La Fayette Park Place. A Sewer Capacity Availability Request (SCAR) for the Project was approved by the Bureau of Sanitation on April 3, 2017 which indicates that sufficient hydrological capacity is available in the local sewer system to handle the anticipated sewer discharge from the Project, and the determination is valid for 180 days from the date shown on the SCAR.<sup>54</sup> As such, no new or expanded wastewater infrastructure would be required to serve the proposed Project, and impacts would be less than significant.

	<b>Less Than Significant</b>		
<b>Potentially Significant Impact</b>	<b>with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>

<sup>53</sup> City of Los Angeles Department of Public Works, Bureau of Sanitation, Hyperion Treatment Plant, website: [http://san.lacity.org/lasewers/treatment\\_plants/hyperion/index.htm](http://san.lacity.org/lasewers/treatment_plants/hyperion/index.htm).

<sup>54</sup> City of Los Angeles, Department of Public Works, Bureau of Sanitation, April 3, 2017, Sewer Availability and Scar Request Number 61-3606-0317.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c. WOULD THE PROJECT REQUIRE OR RESULT IN THE CONSTRUCTION OF NEW STORM WATER DRAINAGE FACILITIES OR EXPANSION OF EXISTING FACILITIES, THE CONSTRUCTION OF WHICH COULD CAUSE SIGNIFICANT ENVIRONMENTAL EFFECTS?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**No Impact.** As described in Section VII(c), the proposed Project would not result in a significant increase in site runoff, or any changes in the local drainage patterns. Runoff from the Project Site is and would continue to be collected on the site. In keeping with the Low Impact Development (LID) standards, the Project would be required to incorporate measures to capture stormwater on the site, and there would be no increase in runoff from the site. Therefore, the proposed Project would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, and no impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d. HAVE SUFFICIENT WATER SUPPLIES AVAILABLE TO SERVE THE PROJECT FROM EXISTING ENTITLEMENTS AND RESOURCE, OR ARE NEW OR EXPANDED ENTITLEMENTS NEEDED?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The City’s water supply primarily comes from the Los Angeles Aqueducts, groundwater, State Water Project (supplied by the Metropolitan Water District of Southern California [MWD]), and from the Colorado River (supplied by MWD). MWD uses a land use based planning tool that allocates Projected demographic data from SCAG into water service areas for each of MWD’s member agencies. MWD’s demographic Projections use data reported in SCAG’s 2012-2035 RTP/SCS. These sources, along with recycled water, are expected to supply the City’s water needs in the years to come. LADWP’s 2015 Urban Water Management Plan (UWMP) Projects a supply of 642,400 AF/Y in 2020, 676,900 AF/Y in 2025, and 709,500 AF/Y in 2040. With LADWP’s current water supplies, planned future water conservation, and planned future water supplies, LADWP will be able to reliably provide water to its customers through the 25-year planning period covered by the 2015 UWMP. Any shortfall in LADWP controlled supplies (e.g., groundwater, recycled, conservation, or aqueduct) is offset with MWD purchases to rise to the level of demand.

Because of the small size of the Project, is anticipated that the Project would not create any water system capacity issues, and there would be sufficient reliable water supplies available to meet Project demands. Therefore, the Project would have a less than

significant impact related to water demand.

Department of Water and Power’s most current water management plan indicates that a sufficient water supply is expected to be available to serve the proposed Project. Sufficient water supplies would be available to serve the proposed Project from existing entitlements and resources, therefore, new or expanded entitlements will not be necessary. The Project will be required to incorporate the Department of Water and Power’s water-saving measures, including the City’s Water Management Ordinance, which imposes numerous conservation measures for landscaping, and installation and maintenance activities to ensure that the Project would have a less than significant impact on the City’s water supply.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e. WOULD THE PROJECT RESULT IN A DETERMINATION BY THE WASTEWATER TREATMENT PROVIDER WHICH SERVES OR MAY SERVE THE PROJECT THAT IT HAS ADEQUATE CAPACITY TO SERVE THE PROJECT’S PROJECTED DEMAND IN ADDITION TO THE PROVIDER’S EXISTING COMMITMENTS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** As stated in Question XIX(b), the sewage flow from operation of the Project would ultimately be conveyed to the Hyperion Treatment Plant, which has sufficient capacity for the Project. Therefore, impacts would be less than significant and no mitigation measures are required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f. BE SERVED BY A LANDFILL WITH SUFFICIENT PERMITTED CAPACITY TO ACCOMMODATE THE PROJECT’S SOLID WASTE DISPOSAL NEEDS?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** Solid waste generated within the City is disposed of at privately-owned landfill facilities throughout Los Angeles County. As is typical for most solid waste haulers in the greater Los Angeles Area, the hauler would most likely separate and recycle all reusable material collected from the Project Site at a local materials recovery facility. The remaining solid waste would be disposed of at a variety of landfills, depending on with whom the hauler has contracts. Most commonly, the City is served by the Sunshine Canyon Landfill. This Class III landfill accepts non-hazardous solid waste including construction and demolition (C&D) waste. Chiquita Canyon Landfill is also a Class III landfill accepting non-hazardous solid waste including construction and demolition waste that serves the area; however, this landfill currently

has a 2-year life expectancy remaining based on 2014 average daily disposal. An expansion of this landfill is currently proposed, which would add an additional 43 years of use based on 2014 average daily disposal rates.<sup>55</sup> Moreover, as of 2014, Azusa Land Reclamation is the only permitted inert (i.e., unclassified and construction and demolition waste which includes earth, rock, concrete rubble, asphalt paving fragments, etc.) in Los Angeles County that has a full solid waste facility permit.<sup>56</sup>

### *Construction Impacts*

In order to help meet the landfill diversion goals, the City adopted the Citywide C&D Waste Recycling Ordinance (Ordinance No. 181,519). This ordinance, which became effective January 1, 2011, requires that all haulers and contractors responsible for handling construction and demolition waste obtain a Private Solid Waste Hauler Permit from the Bureau of Sanitation prior to collecting, hauling, and transporting construction and demolition waste. It requires that all construction and demolition waste generated within City limits be taken to City certified construction and demolition waste processors, where the waste would be recycled to the extent feasible. Moreover, there are 60 million tons of remaining capacity available in Los Angeles County for the disposal of inert waste. Some construction and demolition waste may also be landfilled at the Class III landfill identified above. Therefore, solid waste impacts from construction and demolition activities would be less than significant.

### *Operational Impacts*

Waste generated in the City may also be diverted from landfills and recycled. In 2000, the City had a rate of diversion of approximately 58.8 percent.<sup>57</sup> More recently, the City achieved a landfill diversion rate of 76.4 percent in 2013, which represents the highest recycling rate out of the 10 largest U.S. cities.<sup>58</sup> This landfill diversion rate exceeds the 75 percent diversion mandate by 2020 set forth in AB 374.<sup>59</sup> The Bureau of Sanitation's Solid Resources Citywide Recycling Division (SRCRD) develops and implements source reduction, recycling, and re-use programs in the City.<sup>60</sup> The SRCRD provides technical assistance to public and private recyclers, manages the collection and disposal programs for Household Hazardous Waste, and helps create markets for recycled materials.<sup>61</sup> Currently, there is adequate landfill capacity for the Project's

---

<sup>55</sup> Los Angeles County Department of Public Works, Countywide Integrated Waste Management Plan, 2014 Annual Report, published December 2015, website: <http://dpw.lacounty.gov/landing/wasteManagement.cfm>, accessed: June 2016.

<sup>56</sup> Ibid.

<sup>57</sup> Los Angeles Bureau of Sanitation, AB 939 Year 2000 Report, page ES-1, website: [http://www.lacitysan.org/solid\\_resources/pdfs/ab939y2000.pdf/](http://www.lacitysan.org/solid_resources/pdfs/ab939y2000.pdf/), accessed: April 2016.

<sup>58</sup> Los Angeles Bureau of Sanitation, Solid Resources, Recycling, website: [http://lacitysan.org/solid\\_resources/recycling/](http://lacitysan.org/solid_resources/recycling/), accessed: April 2016.

<sup>59</sup> California Department of Resources and Recycling, California's 75 Percent Initiative, website: <http://www.calrecycle.ca.gov/75percent/>, accessed: April 2016.

<sup>60</sup> Los Angeles Bureau of Sanitation, Solid Resources, Construction and Demolition Recycling Guide, website: [http://www.lacitysan.org/solid\\_resources/recycling/c&d.htm](http://www.lacitysan.org/solid_resources/recycling/c&d.htm), accessed: April 2016.

<sup>61</sup> Ibid.

operational demand. Therefore, solid waste impacts from operation of the Project would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g. COMPLY WITH FEDERAL, STATE, AND LOCAL STATUTES AND REGULATIONS RELATED TO SOLID WASTE?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project would generate solid waste that is typical of a recreational/institutional use and would be consistent with all federal, state, and local statutes and regulations regarding proper disposal. The Project will be required to provide on-site recycling to reduce the amount of trash going to landfills. This will reduce the solid waste impact to a less than significant level.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XX. MANDATORY FINDINGS OF SIGNIFICANCE</b>				
a. DOES THE PROJECT HAVE THE POTENTIAL TO DEGRADE THE QUALITY OF THE ENVIRONMENT, SUBSTANTIALLY REDUCE THE HABITAT OF A FISH OR WILDLIFE SPECIES, CAUSE A FISH OR WILDLIFE POPULATION TO DROP BELOW SELF-SUSTAINING LEVELS, THREATEN TO ELIMINATE A PLANT OR ANIMAL COMMUNITY, REDUCE THE NUMBER OR RESTRICT THE RANGE OF A RARE OR ENDANGERED PLANT OR ANIMAL OR ELIMINATE IMPORTANT EXAMPLES OF THE MAJOR PERIODS OF CALIFORNIA HISTORY OR PREHISTORY?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Less Than Significant Impact.** The proposed Project is located in a densely populated urban area and would have no significant impacts with respect to biological resources or cultural resources. The proposed Project would not degrade the quality of the environment, reduce or threaten any fish or wildlife species (endangered or otherwise), or eliminate important examples of the major periods of California history or pre-history. Therefore, impacts would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b. DOES THE PROJECT HAVE IMPACTS THAT ARE INDIVIDUALLY LIMITED, BUT CUMULATIVELY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

CONSIDERABLE? (“CUMULATIVELY CONSIDERABLE” MEANS THAT THE INCREMENTAL EFFECTS OF A PROJECT ARE CONSIDERABLE WHEN VIEWED IN CONNECTION WITH THE EFFECTS OF PAST PROJECTS, THE EFFECTS OF OTHER CURRENT PROJECTS, AND THE EFFECTS OF PROBABLE FUTURE PROJECTS)?

**Less Than Significant Impact.** As concluded and analyzed in this report, the proposed Project’s incremental contribution to cumulative impacts related to aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, geology/soils, greenhouse gas emissions, hazards/hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, and utilities would be less than significant. As such, the proposed Project’s contribution to cumulative impacts would be less than significant.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	----------------------------------------------------------------	------------------------------------	--------------

c. DOES THE PROJECT HAVE ENVIRONMENTAL EFFECTS WHICH CAUSE SUBSTANTIAL ADVERSE EFFECTS ON HUMAN BEINGS, EITHER DIRECTLY OR INDIRECTLY?

**Less Than Significant Impact.** For the purpose of this Initial Study, a significant impact may occur if a Project has the potential to result in significant impacts, as discussed in the preceding sections. Based on the preceding environmental analysis, the proposed Project would not have significant environmental effects on human beings, either directly or indirectly.



## RESPONSE TO COMMENTS

### INTRODUCTION

Comments received during the 20-day public comment period for the Draft Initial Study and Negative Declaration, ending May 23, 2017, included public comments and responses from 2 petitions circulated in the community around the project site at Lafayette Park.

### FORMAT OF THE RESPONSE TO COMMENTS

Comments received on the Draft EIR are organized by the type of commenter, including agencies companies, organizations, and individuals. Presented below are comments in regards to the CEQA environmental analysis. The response to comments list the name of each comment letter or e-mail, with each substantive comment quoted verbatim in italics and individually numbered. Comments not related to the Negative Declaration are not included in the responses to comments.

### **NEIGHBORS OF MACARTHUR PARK (DIANA GULLIEN) EMAIL #1**

---

#### **Comment 1:**

*However, we are also concerned that the projections of the "HOLA" service agency call for expanding their programs and projects at the expense of removing spaces from that park, thus depriving many children and youth from having open air areas in an area that has few green spaces.*

#### **Response 1:**

The Negative Declaration for the Project discussed potential impacts to Recreation facilities, specifically to Lafayette Park itself. The Negative Declaration states:

The proposed Project consists of the addition of a three-story, 24,860 square-foot building to house extracurricular activities in academics, arts, and athletics in the existing park. Rather than create increased use of the park, which could result in the physical deterioration of the park, the proposed Project consists of enhancing an existing area of the park with the addition of a new facility to create additional opportunities for patrons within the park in new and upgraded facilities and open space areas. The proposed building will be located on a portion of the park currently improved with picnic tables and palm trees. Given its current layout, this portion of the park does not have the necessary space required to provide meaningful active recreational opportunities. And given the number of picnic tables currently located in this area, this portion of the park allows for a minimal amount of landscape and tree canopy.

The construction of the proposed building would enhance this specific area as well as the overall recreation area, by providing additional programming opportunities to the park. The building will provide new, state-of-the-art facilities for HOLA's extracurricular activities, reaching underserved youth in the immediate community while utilizing the existing park and its resources such as the library and skate park, to enhance the site and add new active and safe space for neighborhood families.

The remainder of the park space will benefit from this building as the Project will redistribute the existing picnic tables throughout the park, providing better engagement and activation of families and the existing recreational opportunities. Additionally, the current palm trees, which provide little to no shade, will be replaced with trees that provide a substantial shade canopy.

The addition of the proposed building would add a new variety of activities and opportunities to the existing recreation area. And, the Project assists with the greater vision of the park in adding better linkages between picnicking families and the active recreational opportunities offered.

The new building will be built in accordance with current building standards, including accessibility, security, and lighting. The new building will add an active component to a corner of the park previously identified by LAPD as one that was challenging to maintain in a safe manner. And, by enhancing safety and security in this portion of the park, the safety of the overall park, and the surrounding community, will be achieved.

Therefore, the proposed Project would not result in physical impacts, as evidenced in this Initial Study/Negative Declaration associated with the provision of new governmental facilities such as parks. Impacts would be less than significant.

The proposed Project is an expansion of recreational facilities. Because the Project would satisfy some of the local demand for recreation, it has the potential to decrease the demand for other recreational facilities in the area. The nearest existing park, MacArthur Park, is located less than 1/2 mile east of the proposed Project. The proposed Project would not result in an increase in use of any other existing neighborhood or regional park or other recreation facility such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, impacts would be less than significant.

**Comment 2:**

*As residents, we feel that there have been faults in that process, since the community was not adequately informed and the information was sparse and focused on the users of the programs of said service agency or non-profit called "HOLA."*

**Response 2:**

The proposed project has been presented to numerous community and governmental meetings over the last two (2) years, both informally and via public notice. Procedurally, the following eight (8) meetings were publically noticed by governmental and quasi-governmental agencies. It was presented at the MacArthur Park Neighborhood Council on June 15, 2015, and July 20, 2015. It was presented at the Rampart Neighborhood Village Council on July 21, 2015 and again on October 25, 2015. The project's entitlements (planning approvals) were presented to a Planning Department Hearing Officer on February 15, 2017. All of these meetings were publically noticed and had community members present.

Additionally, the project received conceptual approval from the Board of Recreation and Park Commissioners ("Board") on August 12, 2015. Subsequent presentations to the Board were made on March 15, 2017 and March 22, 2017. All of these meetings were publically noticed and had community members present.



**Comment 3:**

*We see that no thought has been put into the big negative impact to the environment, since they would construct a new building in an area where we currently have an area of trees, called the "small forest."*

**Response 3:**

As discussed in the Negative Declaration, the Project Site currently includes 39 trees – sixteen (16) will be retained and twenty-three (23) will be removed. The Project will preserve all heritage trees on the Project Site. They will be protected in place with other mature canopy trees.

Of the twenty-three trees identified for removal, a total of five (5) are canopy trees. The building footprint displaces three (3) canopy trees, and the required handicapped access ramp displaces two (2) relatively young canopy trees. These five (5) canopy trees will be removed and replaced at a 2:1 ratio.

The remaining trees removed as a part of this project include an extensive grove of palm trees (i.e. Mexican fan, queen palms and a few California fan palms). The palms provide little effective shade for the current seating area below. A total of eighteen (18) Palms will be affected by this project – thirteen (13) palms are located within the footprint of the proposed building, four (4) palms are located in the area of the proposed seating mound, and one (1) palm is located in the expanded parking area. These eighteen (18) Palm trees will be removed and replaced at a 1:1 ratio. They will be replaced with canopy trees selected to enhance the shade canopy of the park. Palms not affected by the Project will be protected in place.

Therefore, once this project is completed, more trees would be located on the site as a result of the Project as compared to existing conditions.

## **NEIGHBORS OF MACARTHUR PARK (DIANA GULLIEN) EMAIL #2**

**Comment 1:**

*That the environmental study does not reflect the serious problem and the impact on ground quality and the natural materials of the subsoil, (such as natural gas, oil, water, methane, etc.)*

**Response 1:**

Geology and Soils impacts were analyzed in Section VII. Geology and Soils, beginning on page 37, of the Negative Declaration. Specifically, a Geotechnical Engineering Investigation was performed for the Project by Geotechnologies, Inc in March of 2016. Additionally, as discussed in the Negative Declaration, no extraction of groundwater, gas, oil, or geothermal energy is occurring or planned at the site or in the general vicinity. All construction would comply with the City of Los Angeles Building Code, which is designed to assure safe construction and includes building foundation requirements appropriate to site conditions, and the recommendations of the approved Geotechnical Engineering Investigation by Geotechnologies, Inc.

During borings conducted by Geotechnologies, Inc, as part of the Geotechnical Engineering Investigation, groundwater seepage was encountered at a depth of 10 and 16.5 feet below ground surface; the historically highest groundwater in the area is approximately 20 feet

beneath the ground surface. Siltstone of the Miocene age Puente Formation is present beneath the site at depths ranging from 33 to 35 feet beneath the existing ground surface. The siltstone bedrock is considered non-water bearing and it is likely that the groundwater seepage encountered is representative of a perched groundwater condition on top of the bedrock and is not representative of the regional groundwater table.

It is anticipated that excavation would occur as part of the Project to remove soils incompatible for supporting construction of the proposed development. However, no subterranean levels are proposed as part of the Project so excavation would not be expected to encounter groundwater. Construction of the proposed Project would be required to comply with the City of Los Angeles UBC and the 2010 California Building Code. With compliance with existing regulations, implementation of all site-specific requirements identified in the Geotechnical Engineering Investigation, impacts associated with the depletion of groundwater supplies or interference with groundwater recharge would be less than significant.

Additionally, the Project Site is located within a "Methane Zone" as designated by Los Angeles Department of Building and Safety (LADBS). Due to the potential environmental risk associated with Methane Zones, a methane investigation was conducted at the Project Site by Methane Specialists on August 19, 2016. The results of the methane investigation is included in the Negative Declaration in Section VIX, Hazards and Hazardous Materials beginning on page 60.

As more extensively discussed in the Negative Declaration, Methane Specialists conducted shallow and multi-depth probe site testing conducted on August 18, and 19, 2016 at the site. Based on LADBS Methane Code Table IA, significant levels of methane were encountered while testing at this site. Thus, according to Table IA, for the Methane Zone, this Project falls under Design Level IV, with less than 2 inches of water-column gas-pressure. Therefore, as per said Methane Code Table IA, this Project does require both passive, and active, methane mitigation systems.

The Project would be required to comply with the methane mitigation systems required for Projects within Design Level IV. With compliance with the existing regulatory measures for Design Level IV, potential impacts from construction in a methane zone would be remediated and impacts would be less than significant.

**Comment 2:**

*That the area to be built on plays the role of a natural lung within a highly contaminated environment, that lacks areas with green and recreation spaces.*

**Response 2:**

Please see Response 1 and Response 3 to email #1, above.

**PETITION TO SAVE OUR GREEN SPACES IN LAFAYETTE PARK**

---

**Comment 1:**

*However, we are also concerned that the projections of the “HOLA” service agency call for expanding their programs and projects at the expense of removing spaces from that park, thus depriving many children and youth from having open air areas in an area that has few green spaces.*

**Response 1:**

Please see Response 1 to email #1, above.

**Comment 2:**

*As residents, we feel that there have been faults in that process, since the community was not adequately informed and the information was sparse and focused on the users of the programs of said service agency or non-profit called “HOLA.”*

**Response 2:**

Please see Response 2 to email #1, above.

**Comment 3:**

*We see that no thought has been put into the big negative impact to the environment, since they would construct a new building in an area where we currently have an area of trees, called the “small forest.”*

**Response 3:**

Please see Response 3 to email #1, above.

**WASTEWATER ENGINEERING SERVICES DIVISION (LA SANITATION)  
LETTER - JUNE 5, 2017**

---

**Comment 1:**

*The sewer infrastructure in the vicinity of the proposed project includes an existing 10-inch line on Wilshire Blvd R/W. The sewage from the existing 10-inch line feeds into a 15-inch line on Westmoreland Ave before discharging into a 57-inch sewer line on James M Wood Blvd. Based on the estimated flows, it appears the sewer system might be able to accommodate the total flow for your proposed project.*

**Response 1:**

This comment is consistent with the analysis in Section XIX, Utilities, of the Negative Declaration and as stated, the Wastewater Engineering Services Division of LA Sanitation has determined that the project can be served by existing sewer infrastructure.

**Comment 2:**

*LA Sanitation, Watershed Protection Division (WPD) is charged with the task of ensuring implementation of the Municipal Stormwater Permit requirements within the City of Los Angeles, we anticipate the following requirements would apply to this project – Post-Construction Mitigation Requirements, Green Streets, Construction Requirements.*

**Response 2:**

As discussed in the Negative Declaration, the project will comply with all relevant codes and regulations.

**Comment 3:**

*On April 22, 2016 the City of Los Angeles Council passed Ordinance 184248 amending the City of Los Angeles Building Code, requiring developers to consider beneficial reuse of groundwater as a conservation measure and alternative to the common practice of discharging groundwater to the storm drain (SEC. 99.04.305.4).*

**Response 3:**

As discussed in the Negative Declaration, the Project would not require direct additions or withdrawals of groundwater. During borings conducted by Geotechnologies, Inc, as part of the Geotechnical Engineering Investigation, groundwater seepage was encountered at a depth of 10 and 16.5 feet below ground surface; the historically highest groundwater in the area is approximately 20 feet beneath the ground surface. Siltstone of the Miocene age Puente Formation is present beneath the site at depths ranging from 33 to 35 feet beneath the existing ground surface. The siltstone bedrock is considered non-water bearing and it is likely that the groundwater seepage encountered is representative of a perched groundwater condition on top of the bedrock and is not representative of the regional groundwater table.

It is anticipated that excavation would occur as part of the Project to remove soils incompatible for supporting construction of the proposed development. However, no subterranean levels are proposed as part of the Project so excavation would not be expected to encounter groundwater. Construction of the proposed Project would be required to comply with the City of Los Angeles UBC and the 2010 California Building Code. With compliance with existing regulations, implementation of all site-specific requirements identified in the Geotechnical Engineering Investigation, impacts associated with the depletion of groundwater supplies or interference with groundwater recharge would be less than significant. Even so, the Applicant will consider the noted conservation measure should any groundwater be encountered.

**Comment 4:**

*The City has a standard requirement that applies to all proposed residential developments of four or more units or where the addition of floor areas is 25 percent or more, and all other development projects where the addition of floor area is 30 percent or more. Such developments must set aside a recycling area or room for onsite recycling activities.*

**Response 4:**

The Applicant will comply with this requirement and will provide an area for on-site recycling.

# Memorando

A: **Departamento de Recreación y Parques de la Ciudad de Los Ángeles**

De: **EcoTierra Consulting**

Fecha: 13 de junio de 2017

Asunto: Respuesta a las cartas de comentarios sobre la Declaración negativa del centro Heart of Los Angeles Arts and Recreation Center.

---

EcoTierra ha recibido cuatro cartas enviadas al Departamento de Recreación y Parques de la Ciudad de Los Ángeles: dos correos electrónicos enviados por Diana Gullien en representación de los Vecinos de MacArthur Park con fecha de 23 de mayo de 2017; una Solicitud para proteger nuestros espacios verdes en Lafayette Park presentada en la oficina del distrito concejal N.º 10 el 27 de abril de 2017, y una carta de la División de Servicios de Ingeniería de Aguas Residuales de la Oficina de Saneamiento de Los Ángeles con fecha de 5 de junio de 2017.

A continuación se incluyen las respuestas a los comentarios realizados en las cartas de comentarios respecto de la Declaración negativa del proyecto que se difundió para someterla a la opinión pública desde el 4 hasta el 23 de mayo de 2017. Los comentarios realizados respecto del análisis de la Ley de Calidad Ambiental de California (CEQA, *California Environmental Quality Act*) del proyecto se analizan y responden a continuación. Los comentarios que no se relacionen con la Declaración negativa quedan excluidos de las respuestas a los comentarios.

## **CORREO ELECTRÓNICO N.º 1 DE VECINOS DE MACARTHUR PARK (DIANA GULLIEN)**

---

### **Comentario 1:**

*Sin embargo también nos preocupa que las proyecciones de la agencia de servicios "HOLA" quiera expandir sus programas y proyecto a costa de quitar espacios a dicho parque, privando con ello que muchos niños y jóvenes puedan tener un espacio de oxígeno en una zona escasa de zonas verdes.*

### **Respuesta 1:**

La Declaración negativa del proyecto analizaba los posibles impactos en las instalaciones de recreación, específicamente el mismísimo Lafayette Park. La Declaración negativa establece:

El Proyecto propuesto consiste en la adición de un edificio de tres pisos con una superficie de 24.860 pies cuadrados que albergará actividades extracurriculares académicas, artísticas y deportivas en el parque existente. En lugar de generar un mayor uso del parque, que podría dar lugar a su deterioro físico, el Proyecto propuesto consiste en mejorar un área existente del parque con la incorporación de una nueva instalación a fin de generar más oportunidades para los usuarios dentro del parque en instalaciones nuevas y mejoradas y áreas de espacio abierto. El edificio propuesto se ubicará en una parte del parque actualmente mejorada con mesas para picnic y palmeras. Dada su distribución actual, esta parte del parque no cuenta con el espacio necesario requerido para ofrecer oportunidades recreativas activas y significativas. Además, debido a la cantidad de mesas para picnic actualmente ubicadas dentro de esta área, esta parte del parque ofrece muy poco paisaje o protección de la copa de los árboles.

La construcción del edificio propuesto mejoraría esta área específica, así como el área recreativa general, al brindar oportunidades adicionales de programación al parque. El edificio ofrecería instalaciones nuevas y de última generación para desarrollar las actividades extracurriculares de HOLA, que alcanzarán a los jóvenes desfavorecidos de la comunidad cercana y, a la vez, utilizarán el parque existente y sus recursos, como la biblioteca y la pista para patinetas, para mejorar el lugar y añadir un nuevo espacio activo y seguro para las familias del barrio.

El resto del espacio del parque se beneficiará con este edificio, ya que el Proyecto redistribuirá las mesas para picnic existentes a lo largo de todo el parque, lo que permitirá una mayor participación y activación entre las familias y las oportunidades recreativas existentes. Además, se reemplazarán las palmeras existentes, que brindan muy poca o nada de sombra, por árboles cuyas copas ofrezcan abundante sombra.

La incorporación del edificio propuesto añadiría una nueva variedad de actividades y oportunidades al área recreativa existente. Asimismo, el Proyecto ayuda con la visión más importante del parque al sumar una mejor conexión entre las familias que disfrutan de un picnic y las oportunidades recreativas activas ofrecidas.

El nuevo edificio se construirá de acuerdo con las normas de edificación, incluidas la accesibilidad, seguridad e iluminación. El nuevo edificio sumará un componente activo a un rincón del parque que, según indicó anteriormente el Departamento de Policía de Los Ángeles, representaba un desafío para mantenerlo seguro. Además, al mejorar la seguridad y la protección dentro de esta parte del parque, se logrará la seguridad general del parque y de la comunidad que lo rodea.

Por lo tanto, el Proyecto propuesto no ocasionaría impactos físicos, tal como se evidencia en este Estudio inicial/Declaración negativa relacionados con el suministro de nuevas instalaciones gubernamentales, como parques. Los impactos serían menos que significativos.

El Proyecto propuesto es una ampliación de las instalaciones recreativas. Como el Proyecto satisficaría algunas de las demandas locales de recreación, tiene el potencial para disminuir la demanda de otras instalaciones recreativas dentro del área. El parque existente más cercano, MacArthur Park, se encuentra a menos de media milla al este del Proyecto propuesto. El Proyecto propuesto no daría lugar a un mayor uso de cualquier parque barrial o regional existente o de otra instalación recreativa de modo tal que se produciría o aceleraría un importante deterioro físico de la instalación. Por lo tanto, los impactos serían menos que significativos.

**Comentario 2:**

*Que como vecinos, sentimos que ha existido vicios en dicho proceso, ya que la comunidad no fue debidamente informada y la informacion fue escasa y enfocada en personas usuarias de programas de dicha agencia de servicio o non profit de nombre "HOLA."*

**Respuesta 2:**

El proyecto propuesto se ha presentado ante varias asambleas comunales y gubernamentales en los últimos dos (2) años, tanto de forma informal como a través de anuncios públicos. En materia de

procedimientos, las agencias gubernamentales y cuasi gubernamentales anunciaron públicamente las ocho (8) asambleas enumeradas a continuación. Se presentó en el Consejo Barrial MacArthur Park el 15 de junio de 2015 y el 20 de julio del mismo año. Se presentó en el Consejo Barrial de Rampart Village el 21 de julio de 2015 y nuevamente el 25 de octubre del mismo año. Las autorizaciones del proyecto (aprobaciones de los planos) se presentaron ante un funcionario de audiencias del Departamento de Planificación el 15 de febrero de 2017. Todas estas asambleas se anunciaron públicamente y en ellas estuvieron presentes miembros de la comunidad.

Además, el proyecto recibió la aprobación conceptual de la Junta de Comisionados de Recreación y Parques ("Junta") el 12 de agosto de 2015. Se realizaron presentaciones posteriores ante la Junta el 15 de marzo de 2017 y el 22 de marzo del mismo año. Todas estas asambleas se anunciaron públicamente y en ellas estuvieron presentes miembros de la comunidad.

**Comentario 3:**

*Que vemos no ha reflexionada sobre el alto impacto negativo en el medio ambiente, ya que se construiría un nuevo edificio en donde actualmente se encuentra una zona de arboles, llamada el "pequeño bosquecillo."*

**Respuesta 3:**

Tal como se analizó en la Declaración negativa, el Lugar del proyecto incluye actualmente 39 árboles: se conservarán dieciséis (16) de ellos y se removerán veintitrés (23). El Proyecto preservará los árboles históricos en el Lugar del proyecto. Se los protegerá en el lugar junto con otros árboles maduros con copa frondosa.

De los veintitrés árboles marcados para remover, un total de cinco (5) son árboles con copas frondosas. La huella del edificio desplaza tres (3) árboles con copas frondosas, mientras que la rampa obligatoria de acceso para discapacitados desplaza dos (2) árboles relativamente jóvenes con copas frondosas. Estos cinco (5) árboles con copas frondosas se removerán y reemplazarán según una relación de 2 a 1.

Entre los restantes árboles removidos como parte de este proyecto se incluye un palmar extenso (es decir, palmeras mexicanas, palmeras pindó y unas cuantas palmeras californianas). Las palmeras ofrecen muy poca sombra efectiva a la actual área de asientos ubicados debajo de ellas. Este proyecto afectará a un total de dieciocho (18) palmeras: trece (13) de ellas se encuentran dentro de la huella del edificio propuesto, otras cuatro (4) se encuentran dentro del área del montículo donde se colocarán los asientos propuestos y una (1) de ellas se encuentra en el área ampliada de estacionamiento. Estas dieciocho (18) palmeras se removerán y reemplazarán según una relación de 1 a 1. Se las reemplazará con árboles de copas frondosas seleccionados para mejorar la sombra de la canopia del parque. Se protegerán en el lugar a las palmeras afectadas por el Proyecto.

Por lo tanto, una vez finalizado este proyecto, habría más árboles en el lugar como resultado del Proyecto, en comparación con las condiciones actuales.

---

## **CORREO ELECTRÓNICO N.º 2 DE LOS VECINOS DE MACARTHUR PARK (DIANA GULLIEN)**

---

### **Comentario 1:**

*Que el estudio medioambiental no refleja el grave problema e impacto en la calidad del suelo y los materiales naturales del subsuelo, (como es gas, natural, petróleo, agua, metano etc.).*

### **Respuesta 1:**

Se analizaron los impactos de Geología y suelos en la sección VII, Geología y suelos, que comienza en la página 37, de la Declaración negativa. Específicamente, Geotechnologies, Inc. realizó una Investigación de ingeniería geotécnica en marzo de 2016. Adicionalmente, tal como se analizó en la Declaración negativa, no se realiza ni se planea realizar la extracción de agua subterránea, gas, petróleo u otra energía geotérmica en el lugar o en la cercanía general. Toda construcción cumpliría con el Código de Edificación de la Ciudad de Los Ángeles, que está diseñado para garantizar una construcción segura e incluye los requisitos para los cimientos de edificios que son apropiados para las condiciones del lugar, además de las recomendaciones de la Investigación de ingeniería geotécnica aprobada por Geotechnologies, Inc.

Durante las perforaciones realizadas por Geotechnologies, Inc., como parte de la Investigación de ingeniería geotécnica, se encontraron filtraciones de agua subterránea a una profundidad de entre 10 y 16,5 pies por debajo de la superficie terrestre; el mayor nivel histórico alcanzado por el agua subterránea en el área es de aproximadamente 20 pies por debajo de la superficie terrestre. Hay presencia de limonita de la Formación Puente de la era del Mioceno debajo del lugar, a una profundidad del rango de entre 33 y 35 pies por debajo de la superficie terrestre existente. Se considera que el lecho rocoso de limonita no contiene agua y que posiblemente la filtración de agua subterránea que se encontró sea representativa de una condición de agua subterránea colgada sobre el lecho rocoso que no representa al nivel freático regional.

Se prevé realizar una excavación como parte del Proyecto para remover los suelos incompatibles y así servir como sustento para la construcción del desarrollo propuesto. Sin embargo, no se propone ningún nivel subterráneo como parte del Proyecto, por lo que no está previsto encontrar agua subterránea a partir de la excavación. La construcción del Proyecto propuesto deberá cumplir con el Código Uniforme de Edificación (UBC, *Uniform Building Code*) de la Ciudad de Los Ángeles y el Código de Edificación de California de 2010. En cumplimiento de las reglamentaciones actuales y con la implementación de todos los requisitos específicos para el lugar identificados en la Investigación de ingeniería geotécnica, los impactos relacionados con el agotamiento de suministros, o bien la interferencia con la recarga, de agua subterránea serían menos que significativos.

Además, el Lugar del proyecto se encuentra dentro de una "Zona de metano", tal como la designa el Departamento de Edificación y Seguridad de Los Ángeles (LADBS, *Los Angeles Department of Building and Safety*). Debido al posible riesgo ambiental relacionado con las Zonas de metano, especialistas en la materia llevaron a cabo una investigación sobre metano en el Lugar del proyecto el 19 de agosto de 2016. Los resultados de la investigación sobre metano se incluyen en la Declaración negativa, en la sección VIX "Riesgos y materiales peligrosos" que comienza en la página 60.



Como se analizó más ampliamente en la Declaración negativa, los especialistas en metano realizaron pruebas *in situ* con un sondeo superficial y también distintas profundidades el 18 y 19 de agosto de 2016 en el lugar. Basados en la tabla IA del Código de metano del LADBS, se encontraron niveles significativos de metano mientras se realizaban pruebas en este lugar. Por ende, según la tabla IA correspondiente a la Zona de metano, este Proyecto queda encuadrado bajo el Nivel de diseño IV, con menos de 2 pulgadas de presión de gas en la columna de agua. Por lo tanto, tal como se establece en la tabla IA del Código de metano, este proyecto requiere sistemas de mitigación de metano, tanto pasivos como activos.

El Proyecto deberá cumplir con los sistemas de mitigación de metano requeridos para los proyectos dentro del Nivel de diseño IV. En cumplimiento con las medidas normativas existentes para el Nivel de diseño IV, se podrían remediar los posibles impactos originados a partir de la construcción en una zona de metano y tales impactos serían menos que significativos.

**Comentario 2:**

*Que la zona a construir juega un papel de pulmón natural en un medio ambiente altamente contaminado y falta de zonas verdes y esparcimiento.*

**Respuesta 2:**

Consulte las respuestas 1 y 3 al correo electrónico N.º 1 incluidas anteriormente.

---

**SOLICITUD PARA PROTEGER NUESTROS ESPACIOS VERDES EN LAFAYETTE PARK**

**Comentario 1:**

*Sin embargo también nos preocupa que las proyecciones de la agencia de servicios "HOLA" quiera expandir sus programas y proyecto a costa de quitar espacios a dicho parque, privando con ello que muchos niños y jóvenes puedan tener un espacio de oxígeno en una zona escasa de zonas verdes.*

**Respuesta 1:**

Consulte la respuesta 1 al correo electrónico N.º 1 incluida anteriormente.

**Comentario 2:**

*Que como vecinos, sentimos que ha existido vicios en dicho proceso, ya que la comunidad no fue debidamente informada y la información fue escasa y enfocada en personas usuarias de programas de dicha agencia de servicio o nom profit de nombre "HOLA".*

**Respuesta 2:**

Consulte la respuesta 2 al correo electrónico N.º 1 incluida anteriormente.

**Comentario 3:**

*Que vemos no ha reflexionado sobre el alto impacto negativo en el medio ambiente, ya que se construiría un nuevo edificio en donde actualmente se encuentra una zona de arboles, llamada el "pequeño bosquecillo".*

**Respuesta 3:**

Consulte la respuesta 3 al correo electrónico N.º 1 incluida anteriormente.

**CARTA A LA DIVISIÓN DE SERVICIOS DE INGENIERÍA DE AGUAS RESIDUALES (OFICINA DE SANEAMIENTO DE LOS ÁNGELES); 5 DE JUNIO DE 2017.**

---

**Comentario 1:**

*La infraestructura de alcantarillas ubicada en la cercanía del proyecto propuesto incluye una línea existente de 10 pulgadas sobre la mano derecha de Wilshire Blvd. La alcantarilla de la línea existente de 10 pulgadas alimenta a la línea de 15 pulgadas ubicada sobre Westmoreland Ave antes de descargarse dentro de la línea de alcantarillas de 57 pulgadas sobre James M Wood Blvd. Basados en los caudales estimados, parece ser que el sistema de alcantarillas podría adaptarse al caudal total del proyecto propuesto.*

**Respuesta 1:**

Este comentario es coherente con el análisis realizado en la sección XIX, Servicios públicos, de la Declaración negativa y, tal como allí se establece, la División de Servicios de Ingeniería de Aguas Residuales de la Oficina de Saneamiento de Los Ángeles ha determinado que la infraestructura de alcantarillas existentes puede servir al proyecto.

**Comentario 2:**

*Se le ha encargado a la División de Protección de Cuencas (WPD, Watershed Protection Division) de la Oficina de Saneamiento de Los Ángeles la tarea de garantizar la implementación de los requisitos del Permiso municipal para aguas pluviales dentro de la ciudad de Los Ángeles; prevemos que serían aplicables los siguientes requisitos: requisitos de mitigación posterior a la construcción, calles verdes, requisitos de construcción.*

**Respuesta 2:**

Tal como se analizó en la Declaración negativa, el proyecto cumplirá con todos los códigos y las reglamentaciones pertinentes.

**Comentario 3:**

*El 22 de abril de 2016, el ayuntamiento de la ciudad de Los Ángeles aprobó la ordenanza N.º 184248 mediante la cual se modificaba el Código de Edificación de la Ciudad de Los Ángeles, por la cual se les exigía a los constructores que consideren la reutilización beneficiosa del agua subterránea como una medida de conservación y una alternativa a la práctica común de descargar dicha agua en el drenaje para tormentas (SEC. 99.04.305.4).*

**Respuesta 3:**

Tal como se analizó en la Declaración negativa, el Proyecto no requeriría adiciones o extracciones directas de agua subterránea. Durante las perforaciones realizadas por Geotechnologies, Inc., como parte de la Investigación de ingeniería geotécnica, se encontraron filtraciones de agua subterránea a una profundidad de entre 10 y 16,5 pies por debajo de la superficie terrestre; el mayor nivel histórico alcanzado por el agua subterránea en el área es de aproximadamente 20 pies por debajo de la superficie terrestre. Hay presencia de limonita de la Formación Puente de la era del Mioceno debajo del lugar, a una profundidad del rango de entre 33 y 35 pies por debajo de la superficie terrestre existente. Se considera que el lecho rocoso de limonita no contiene agua y que posiblemente la filtración de agua subterránea que se encontró sea representativa de una condición de agua subterránea colgada sobre el lecho rocoso que no representa al nivel freático regional.

Se prevé realizar una excavación como parte del Proyecto para remover los suelos incompatibles y así servir como sustento para la construcción del desarrollo propuesto. Sin embargo, no se propone ningún nivel subterráneo como parte del Proyecto, por lo que no está previsto encontrar agua subterránea a partir de la excavación. La construcción del Proyecto propuesto deberá cumplir con el Código Uniforme de Edificación (UBC, *Uniform Building Code*) de la Ciudad de Los Ángeles y el Código de Edificación de California de 2010. En cumplimiento de las reglamentaciones actuales y con la implementación de todos los requisitos específicos para el lugar identificados en la Investigación de ingeniería geotécnica, los impactos relacionados con el agotamiento de suministros, o bien la interferencia con la recarga, de agua subterránea serían menos que significativos. Aun así, el Solicitante considerará la medida de conservación indicada en caso de que se encuentre agua subterránea.

**Comentario 4:**

*La ciudad tiene un requisito estándar que se aplica a todos los desarrollos residenciales propuestos de cuatro o más unidades o cuando la adición de áreas de pisos sea del 25 por ciento o mayor, y para todos los demás proyectos de desarrollo en los que la adición de áreas de pisos sea del 30 por ciento o mayor. Dichos desarrollos deben tener reservada un área de reciclaje o bien una sala para actividades de reciclaje in situ.*

**Respuesta 4:**

El solicitante cumplirá con este requisito y proporcionará un área para reciclaje *in situ*.



**BOARD REPORT**

NO. 17-153

DATE June 21, 2017

C.D. 2

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: STRATHERN PARK NORTH – BASEBALL FIELD LIGHTING (PRJ21028) (W.O. #E170414F) PROJECT – ALLOCATION OF QUIMBY FEES – CONSIDERATION OF EXISTING NOTICE OF EXEMPTION

AP Diaz	_____	V. Israel	_____
* R. Barajas	<u>am f RB</u>	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Seventy Thousand Dollars (\$70,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the Strathern Park North Account No. 89460K-ZN;
2. Approve the allocation of Seventy Thousand Dollars (\$70,000.00) in Quimby Fees from Strathern Park North Account No. 89460K-ZN for the Strathern Park North – Baseball Field Lighting (PRJ21028) (W.O. #E170414F) Project (Project);
3. Authorize the RAP Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report; and,
4. Find, pursuant to State CEQA Guidelines, in consideration of the whole of the administrative record, that the environmental effects of the proposed Project have been adequately assessed in the Notice of Exemption (NOE) filed with the Los Angeles City Clerk and the Los Angeles County Clerk on June 22, 2016, and no additional CEQA determination or documentation is required.

SUMMARY

Strathern Park North is located at 8041 Whitsett Avenue in the Sun Valley community of the City. This 12.74-acre facility provides four baseball diamonds for the use of the surrounding community. An estimated three thousand, three hundred seventy six (3,376) City residents live within a one-half mile walking distance of Strathern Park North. Due to the facilities and programs it provides, Strathern Park North meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

BOARD REPORT

PG. 2 NO. 17-153

PROJECT SCOPE

The Project is a Proposition K 8th Cycle Competitive grant project. The Project scope of work consists of the construction of new sports field lighting for Baseball Field No. 3 and No. 4, located at the southern area of the site. The work includes installation of nine light poles that are approximately seventy (70) feet in height, the removal of one tree and the planting of ten trees, and related landscaping and irrigation.

The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications, and obtained all the necessary approvals for the Project. The Board of Recreation and Park Commissioners approved the final plans and specifications for the Project on April 5, 2017 (Report No. 17-087).

Based on the bids received from RAP's pre-qualified on-call contractors, BOE staff has determined that additional funding will be necessary in order to complete the Project.

PROJECT FUNDING

Upon approval of this Report, Seventy Thousand Dollars (\$70,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to the Strathern Park North Account No. 89460K-ZN and allocated to the Project.

The total funding available for the Project, inclusive of available Community Development Block Grant (CDBG) funds and Proposition K funds, would be Six Hundred Eight Thousand, Eight Hundred Dollars (\$608,800.00).

The Quimby Fees were collected within five miles of Strathern Park North, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-ZN	\$70,000.00	11%
Proposition K	44S/10/10H002	\$391,500.00	65%
CDBG	424/43/43N469	\$147,300.00	24%
<b>Total</b>		<b>\$608,800</b>	<b>100%</b>

PROJECT CONSTRUCTION

RAP and BOE staff have determined that sufficient funding has been identified for the construction of the Project.

Construction of the Project is currently anticipated to begin in August 2017.

## BOARD REPORT

PG. 3      NO. 17-153

### TREES AND SHADE

As detailed in Report No. 17-087, due to the installation of new light poles to achieve required illumination levels, and with the approval of the RAP Forestry Division, a mature (Populus Fremontii) cottonwood tree will be removed and replaced with ten 24-inch boxed (Lophostemon Confertus) Brisbane trees. If this mature cottonwood tree is not removed, two additional new light poles would have to be installed to meet the same illumination requirement.

### ENVIRONMENTAL IMPACT STATEMENT

This proposed Project was previously evaluated for environmental impacts in accordance with California Environmental Quality Act (CEQA) based on City Council approval of the Project as part of the Proposition K Assessment in June 2012. The Project involves the placement of new sports field lights that are accessory to the existing baseball field, and was therefore determined to be categorically exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 11(6) of the City CEQA Guidelines. A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk and the Los Angeles County Clerk on June 22, 2016. As such, RAP staff has determined the Project and the environmental conditions of the site have not substantially changed since the previous evaluation; therefore, no additional CEQA determination or documentation is required.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees will have a minor fiscal impact on RAP's General Fund.

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees, Proposition K funds, and CDBG funds, or funding sources other than RAP's General Fund.

The maintenance of the proposed park improvements can be performed by current RAP staff with no overall impact to existing maintenance services. Any additional utility costs incurred due to the increased power usage at Strathern Park North will be included in future budget requests.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Maintenance, and Construction Branch, Department of Recreation and Parks.





**BOARD REPORT**

NO. 17-154

DATE June 21, 2017

C.D. 13

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM (W.O. #E170381F) PROJECT- APPROVAL OF FINAL PLANS; CONSIDERATION OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

AP Diaz	<u>                    </u>	V. Israel	<u>                    </u>
*R. Barajas	<u><i>Rafael Barajas</i></u>	N. Williams	<u>                    </u>
H. Fujita	<u>                    </u>		

*Matt A. [Signature]*  
General Manager

Approved                                           Disapproved                                           Withdrawn                     

**RECOMMENDATIONS**

1. Approve the final plans, substantially in the form on file in the Board of Recreation and Park Board Office, for Juntos Park Splash Pad Water System (W.O. #E170381F) project.
2. Find that the proposed Project was previously determined to be categorically exempt from the California Environmental Quality Act (CEQA) and is consistent with the existing Notice of Exemption; and,
3. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

**SUMMARY**

Juntos Park is located at 3135 North Drew Street, Los Angeles 90065 in Council District No. 13. This park sits on a 1.6 acre site with four colorful play areas, including two (2) small children's play areas, a children's splash pad, and a tot tricycle track. It also contains restroom facilities, drinking fountains, fifteen (15) picnic tables, and three (3) shade structures. There are forty-nine (49) trees in and around the park. Juntos Park is within Census Tract 1864.01 with a population of three thousand, four hundred and fifty-two (3,452). The total population within one-half (1/2) mile of the park is nine thousand, one hundred and ten (9,110), and the medium household income is Thirty-Seven Thousand, Eighty-Seven Dollars (\$37,087.00), which is considered very-low income by the State of California. Of these residents, twenty-eight percent (28%) are living below the poverty line and sixty-six percent (66%) of the households are renter occupied.

BOARD REPORT

PG. 2 NO. 17-154

The Juntos Park - Splash Pad Water System (W.O. #E170381F) Project submitted for approval herein consists of the installation of a water recirculating system for the existing splash pad. The work entails installing a pumping system to recirculate water into a 4,000 gallon holding tank so the water can be treated with a chlorine and ultraviolet system for reuse. Also, a water quality monitoring system will be installed to ensure the water meets the Los Angeles County Department of Public Health standards. In addition, the above-ground water spray components and existing rubberized surface of the splash pad will be replaced and a baby changing station will be installed in the restrooms.

The Department of Public Works, Bureau of Engineering (BOE) On-Call Consultant, E.W. Moon Inc., prepared the plans and specifications, and obtained all the necessary permits.

As required by the Proposition K - L.A. For Kids Program, the project was presented to the community. Three (3) Local Voluntary Neighborhood Oversight Committee (LVNOC) meetings were conducted on October 13, 2013, March 25, 2014, and February 22, 2017 respectively. The community, the LVNOC and Council District 13 are in full support.

The Department of Recreation and Parks (RAP) and BOE staff determined that the work can be performed by RAP's prequalified on-call contractors and suppliers. Staff recommends the project be constructed by the on-call contractors and suppliers. BOE will provide construction management services. The City Engineer's Estimate for the construction of the project is \$420,000.

TREES AND SHADE

The Project provides for a new water re-circulating system and water features. As indicated above, the park has existing trees and shade structures. All existing trees and shade structures will be protected during construction and no trees will be removed as a result of this project.

Funding for this project is available from the following funds and accounts:

<u>FUNDING SOURCE</u>	<u>FUND/DEP./ACCT. NO.</u>
Proposition K Fiscal Year - 17	43K/10/10KM12
QUIMBY	302 460K

ENVIRONMENTAL IMPACT STATEMENT

The proposed project is a continuation of an existing project approved on December 10, 2014 (Report No. 14-299) that was determined to be categorically exempted from CEQA [Article III, Section I: Class 1(32), Class 3(4), and Class 11(6) of the City CEQA Guidelines]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

BOARD REPORT

PG. 3 NO. 17-154

FISCAL IMPACT STATEMENT

The proposed construction project is fully funded by Proposition K funds and Quimby. When completed, the project scope provides improvements to the existing park and provides the community a cool activity in the hot summer months.

This Report was prepared by Ray Araujo, Project Manager, Architectural Division, Recreation and Cultural Facilities Program, Bureau of Engineering (BOE). Reviewed by Neil Drucker, Program Manager, Architectural Division, Recreational and Cultural Facilities Program, Mahmood Karimzadeh, Division Manager, Architectural Division, BOE; Deborah Weintraub, Chief Deputy City Engineer, BOE; and Cathie Santo-Domingo, Superintendent, Planning, Construction and Maintenance Branch.





**BUREAU OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS  
CITY OF LOS ANGELES**

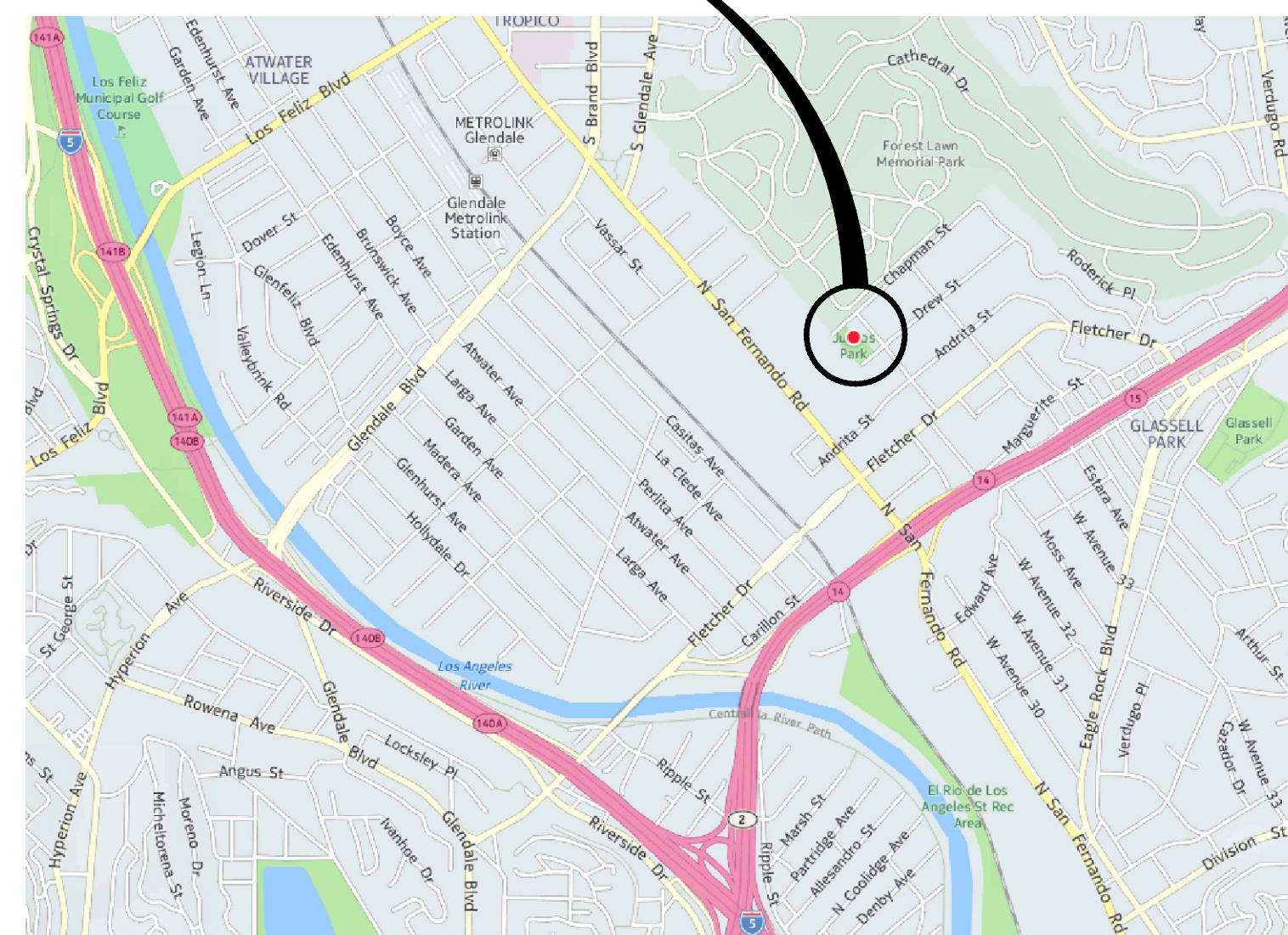
**JUNTOS PARK SPLASH PAD WATER SYSTEM**



**SCOPE OF WORK**

1. DEMOLISH AND REMOVE EXISTING RUBBERIZED SPLASH PAD SURFACE AND BASE MATERIAL.
2. PROVIDE AND INSTALL SIX INCH THICK REINFORCED CONCRETE PAD AND FOUR FOOT WIDE WALKWAY.
3. PROVIDE AND INSTALL STORM WATER DIVERSION SYSTEM.
4. PROVIDE AND INSTALL ONE SINGLE UNIT BOLLARD AND TWO NEW WATER FEATURES.
5. PROVIDE AND INSTALL FIVE REPLACEMENT WATER FEATURES.
6. REPLACE EXISTING FIVE-VALVE WATER MANIFOLD WITH A NEW SEVEN FEATURE SYSTEM.
7. PROVIDE AND INSTALL SINGLE PUMP WATER RECIRCULATING SYSTEM.
8. PROVIDE AND INSTALL EMERGENCY EYE FLUSHING AND SHOWER SYSTEM.
9. PROVIDE ALL NECESSARY CONCRETE WORK.
10. PROVIDE ALL NECESSARY PLUMBING AND ELECTRICAL WORK.
11. REPLACE IRRIGATION AND LANDSCAPE DAMAGED AND/OR REROUTED DUE TO NEW CONSTRUCTION.
12. PROVIDE FENCE ENCLOSURES.
13. PROVIDE AND INSTALL DIVERTER AND STRAINER SYSTEMS.
14. PROVIDE AND INSTALL STORAGE TANKS.
15. PROVIDE AND INSTALL BABY CHANGING STATION IN EXISTING RESTROOMS.

**PROJECT LOCATION:**



**VICINITY MAP**

NOT TO SCALE

**DRAWING INDEX:**

G100	COVER SHEET
SP0.1	OVERALL SITE PLAN NOTES, DATA, ETC.
SP1.1	PIPING PLAN
SP1.1A	OVERALL SITE PLAN NOTES, DATA, ETC.
SP2.1	SPLASH PAD SECTION AND DETAILS
SP2.1A	A.R.C. SPLASH PAD SECTION & DETAILS
SP3.1	SPLASH PAD DETAILS
SP3.2	MECHANICAL ROOM DETAILS (VAK PAK)
SP3.2A	A.R.C. MECHANICAL ROOM DETAILS (VAK PAK)
SP3.3	BALANCE TANK DETAILS (VAK PAK)
SP3.4	SPLASH PAD DETAILS
SP3.5	A.R.C. MECHANICAL DETAILS / A.R.C. PRODUCT DETAILS
SP3.6	A.R.C. PRODUCT DETAILS

**LEGAL DESCRIPTION**

ASSESSORS PARCEL NO. 5458-014-900  
LEGAL: LOT A OF TRACT 3132, MAP BOOK 42-22  
PIN NUMBER 154-5A213-75 AND 154-5A213-101  
ASSESSORS PARCEL NO. 5458-014-900  
LEGAL: LOTS 1, 2, 6 AND 7 OF TRACT 4205, MAP BOOK 44-89  
PIN NUMBERS:  
LOT 1: 154-5A213-62  
LOT 2: 154-5A213-55  
LOT 3: 154-5A213-86  
LOT 4: 154-5A213-91  
THOMAS BROTHERS PAGE 594 GRID F1

**BUILDING SUMMARY**

ADDRESS: 5135 DREW STREET, LOS ANGELES, CA 90065  
ZONE: RD2-1-CDO  
FIRE DISTRICT: NO  
COUNCIL DISTRICT: 13 MITCH O'FARRELL  
DISTRICT MAP: 154-5A213  
METHANE HAZARD SITE: NO

**PROJECT TEAM**

**CLIENT:** DEPARTMENT OF RECREATION AND PARKS  
**MICHAEL A. SHULL**  
GENERAL MANAGER  
221 N. FIGUEROA STREET, SUITE 350  
LOS ANGELES, CA 90015

**PROJECT MANAGEMENT:** Architectural Division  
**Mahmood Karimzadeh**  
Principal Architect  
**PROPOSITION K**  
NEIL DRUCKER PROGRAM MANAGER  
RAY ARAUJO PROJECT MANAGER 213 847 4728

**AQUATIC CONSULTANTS:** PATRELL ENGINEERING GROUP INC.  
751 SUNNY GROVE LANE, GLENDORA CA 91741  
**AQUATIX** BY LANDSCAPE STRUCTURES  
6500 CARLSON DRIVE, EDEN PRAIRIE, MN 55346

**PRIME CONSULTANT:** E.W. MOON, INC.  
3710 S. ROBERTSON BLVD., SUITE 215  
CULVER CITY, CA 90232

**PROJECT MANAGER:** DAVID R. BOONE



NO. / REVISIONS:	DATE:	BY:
	11/22/16	JJ
A	COVER SHEET ADDED & TITLE BLOCK INFO CHGD.	
WORK ACCEPTED	SERIAL NO.	STRUCTURE NO.
INDEX NO.		

DEPUTY CITY ENGINEER / PROGRAM MANAGER	DATE
CITY ENGINEER	DATE

SHEET TITLE:	COVER SHEET
PROJECT:	JUNTOS PARK SPLASH PAD WATER SYSTEM
ADDRESS:	3135 DREW STREET LOS ANGELES, CA.

WORK ORDER NO.	E170381F
DRAWING NO.	G100
SHEET	1 of 13 SHEETS

BUREAU OF ENGINEERING  
DEPARTMENT OF PUBLIC WORKS  
CITY OF LOS ANGELES



**GENERAL**

1. THE SPLASH PAD DRAWINGS ARE INTENDED FOR SPLASH PAD CONSTRUCTION USE ONLY. SEE DRAWINGS BY OTHER DISCIPLINES FOR EXTENSION OF PIPES AND ELECTRICAL RUNS THAT CONNECT TO THIS SYSTEM.
2. THE SPLASH PAD CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY IN THE DRAWINGS OR SITE CONDITIONS SO THAT PROPER CLARIFICATIONS CAN BE MADE BEFORE CONSTRUCTION WORK BEGINS.
3. IN ADDITION TO EXAMINING THESE PLANS, THE SPLASH PAD CONTRACTOR IS EXPECTED TO HAVE VISITED AND INSPECTED THE SITE IN ORDER TO DETERMINE THE GRADES AND TRUE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. SHOULD ANY OMISSIONS, CONFLICTS OR AMBIGUITIES IN THE DRAWINGS BE DISCOVERED DURING THE EXAMINATION OF THE DRAWINGS OR UPON VISITING THE SITE, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED IMMEDIATELY.
4. THE PROJECT ARCHITECT / ENGINEER SHALL MAKE PERIODIC OBSERVATIONS OF THE WORK AS MAY BE NEEDED OR REQUIRED.
5. ANY DEVIATION FROM THESE PLANS SHALL BE SUBMITTED TO THE SPLASH PAD ENGINEER IN WRITING FOR APPROVAL BEFORE CHANGES ARE MADE.
6. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
7. ALL MANUFACTURER'S PRODUCT CALLOUTS SHOWN ON THESE PLANS SHALL BE CONSIDERED "SPLASH PAD ENGINEER APPROVED EQUAL" UNLESS OTHERWISE NOTED. THE SPLASH PAD CONTRACTOR SHALL SUBMIT PRODUCT DATA SHEETS ON ALL EQUIPMENT, MATERIALS AND COMPONENTS SHOWN ON THESE PLANS TO THE SPLASH PAD ENGINEER FOR APPROVAL PRIOR TO ORDERING.
8. THE PIPING SHOWN ON THESE PLANS IS SCHEMATIC. IT IS UNDERSTOOD THAT MINOR CHANGES IN ALIGNMENT AND ELEVATION ARE ANTICIPATED IN ORDER NOT TO CONFLICT WITH OTHER PROJECT PIPING, VENTS, ETC. IF IT IS NECESSARY TO CHANGE THE ELEVATION OF THE PIPE RUNS SUCH THAT A HIGH POINT IS REQUIRED, THE SPLASH PAD ENGINEER SHALL BE NOTIFIED IMMEDIATELY SO THAT A PROPER REVISION TO THE DESIGN CAN BE MADE BEFORE CONSTRUCTION BEGINS.
9. ALL PLASTIC PIPING EXPOSED TO SUNLIGHT SHALL BE COATED WITH U.V. RESISTANT MATERIALS (TYPICAL).
10. ALL PIPING WITHIN THE LIMITS OF THE PUMP STATION / MECHANICAL ROOM SHALL BE SCH 80 PVC (POLY-VINYL CHLORIDE) WITH SOLVENT WELD FITTINGS. ALL PIPING WITHIN THE LIMITS OF THE SPLASH PAD STRUCTURES SHALL BE SCH 80 PVC. ALL PIPING BURIED BETWEEN THE MECHANICAL EQUIPMENT ENCLOSURE AND THE SPLASH PAD STRUCTURES SHALL BE SCH 40 PVC OR SCH 80 PVC AT THE CONTRACTOR'S DISCRETION.
11. IT IS THE INTENT OF THIS DESIGN THAT ALL SPLASH PAD PIPING BE LAID SO AS TO MINIMIZE THE NEED FOR FITTINGS IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. HOWEVER, IT IS ALSO UNDERSTOOD THAT CONDITIONS IN THE FIELD MAY REQUIRE MINOR PIPELINE REALIGNMENT. THE SPLASH PAD ENGINEER SHALL BE NOTIFIED PRIOR TO MAKING ADJUSTMENTS TO PIPING LINE AND GRADE.
12. ALL SPLASH PAD RETURN (DISCHARGE) PIPING SHALL BE LAID SO THAT THE FLOW IS LEVEL OR UPHILL TO ELIMINATE AIR TRAPS UNLESS OTHERWISE SHOWN ON THESE PLANS. WHEREVER HIGH POINTS IN THE RETURN LINES OCCUR, PROVISIONS SHALL BE MADE FOR THE USE OF AIR RELIEF VALVES. IF CONDITIONS IN THE FIELD MAKE HIGH POINTS IN THE RETURN LINE NECESSARY, THE SPLASH PAD ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
13. DESIGN, CONSTRUCTION AND MAINTENANCE OF THIS FACILITY SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CODE OF REGULATIONS AND THE LOCAL BUILDING CODE.
14. SEWER CONNECTIONS AND APPROVAL TO HANDLE SYSTEM WASTE AND DRAINS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL MUNICIPAL REQUIREMENTS.
15. HYDROSTATICALLY TEST ALL PRESSURE LINES AT 50 PSI FOR A PERIOD OF 2 HOURS. MAINTAIN TEST ON PIPES THROUGH CONSTRUCTION PERIOD. CHECK FOR AND REPAIR ALL LEAKS. RETEST AS REQUIRED.
16. ALL SPLASH PAD SYSTEM STEEL OR METAL PIPING SHALL BE SCHEDULE 40 UNLESS OTHERWISE NOTED AND SHALL HAVE EPOXY COATING ON ALL NETTED SURFACES.
17. VALVES SHALL BE RATED FOR 150 PSI MINIMUM WORKING PRESSURE UNLESS OTHERWISE NOTED.
18. WATER FOR THIS FACILITY USE SHALL BE PROVIDED THROUGH THE EXISTING WATER SUPPLY SYSTEM. THERE SHALL BE NO DIRECT CONNECTION BETWEEN ANY POTABLE WATER SUPPLY SYSTEM AND THE SPLASH PAD OR ITS PIPING SYSTEM UNLESS PROTECTED BY BACKFLOW PREVENTER DEVICE IN ACCORDANCE WITH CHAPTER 6 OF THE CALIFORNIA PLUMBING CODE.
19. ALL GRATES SHALL BE SECURED WITH NON-CORROSIVE, TAMPER PROOF SCREWS OR AS REQUIRED BY THE FITTING MANUFACTURER.
20. ALL CAST-IN-PLACE (GUNITE / SHOTCRETE) CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (fc) OF 3000 PSI UNLESS OTHERWISE NOTED ON DETAILS.
21. ALL REINFORCING STEEL USED IN THIS FACILITY SHALL BE GRADE 60 PER A.S.T.M. A615 (TYPICAL).

**ELECTRICAL NOTES:**

1. THE SPLASH PAD ELECTRICAL CONTRACTOR SHALL GROUND AND BOND ALL ELECTRICAL EQUIPMENT, STRUCTURE REINFORCING, FACILITY ACCESSORIES, AND PIPING IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE REQUIREMENTS OF ARTICLE 680, AND BY ALL STATE AND LOCAL CODES - SEE BONDING DETAILS FOR MORE INFORMATION.
2. ALL ELECTRICAL EQUIPMENT AND FIXTURES SHALL BE GROUND FAULT CIRCUIT INTERRUPTER EQUIPPED PER CODE (TYPICAL).
3. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT, WIRE, CONTROLS, DISCONNECTS, ETC. FOR THIS SPLASH PAD UNLESS OTHERWISE NOTED.
4. FOR MORE INFORMATION RELATED TO SPLASH PAD BONDING REQUIREMENTS REFER TO THE BONDING DETAILS IN THESE PLANS.

**APPLICABLE CODES:**

- ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH:
1. THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE.
  2. THE CURRENT EDITION OF THE CALIFORNIA HEALTH AND SAFETY CODE.
  3. THE CURRENT EDITION OF THE CALIFORNIA ELECTRICAL CODE.
  4. THE CURRENT EDITION OF THE NATIONAL ELECTRIC CODE.
  5. ALL OTHER CODES APPLICABLE TO THIS WORK.

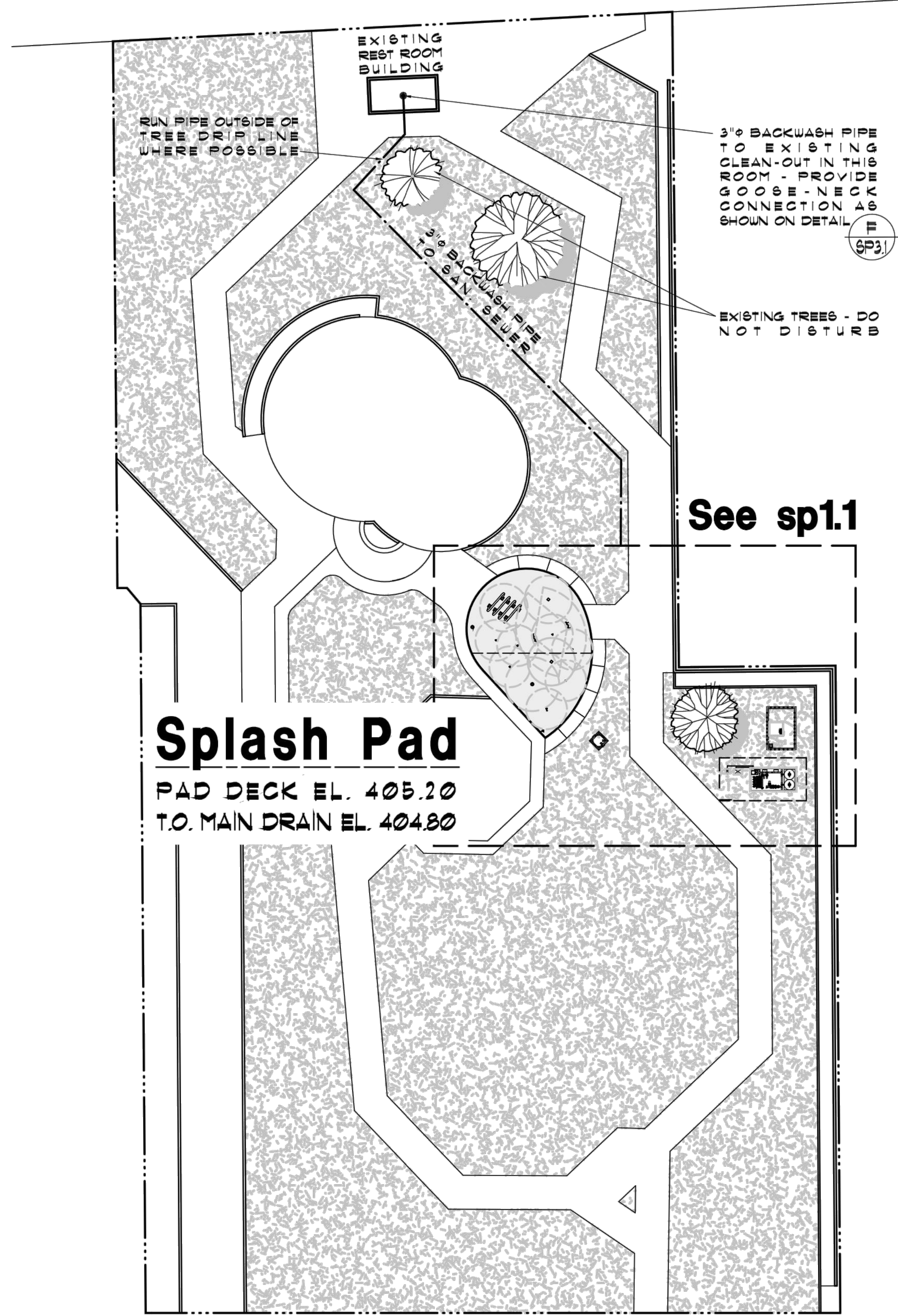
**HEALTH DEPARTMENT NOTES:**

1. GATES AND DOORS SHALL BE CAPABLE OF BEING LOCKED DURING TIMES WHEN THE SPLASH PAD IS CLOSED. EXIT DOORS WHICH COMPLY WITH CHAPTER 10, TITLE 24, CALIFORNIA CODE OF REGULATIONS SHALL BE CONSIDERED AS MEETING THESE REQUIREMENTS.
2. WHERE NO LIFEGUARD SERVICE IS PROVIDED, A WARNING SIGN SHALL BE POSTED STATING "WARNING: NO LIFEGUARD ON DUTY". THE SIGN SHALL ALSO STATE IN LETTERS AT LEAST 1 INCH (25mm) HIGH, "CHILDREN UNDER THE AGE OF 14 SHALL NOT USE SPLASH PAD WITHOUT A PARENT OR ADULT GUARDIAN IN ATTENDANCE".
3. A SIGN SHALL BE POSTED ON THE EXTERIOR SIDE OF GATES AND DOORS LEADING INTO THE SPLASH PAD ENCLOSURE AREA STATING "KEEP CLOSED".
4. VALVES SHALL NOT BE LOCATED IN ANY DECK AREA SURROUNDING THE SPLASH PAD. VALVES SHALL BE INSTALLED ON ALL RECIRCULATION, BACKWASHING AND DRAIN SYSTEM LINES WHICH REQUIRE SHUTOFF ISOLATION, ADJUSTMENT OR CONTROL OF THE RATE OF FLOW. EACH VALVE SHALL BE INSTALLED IN THE EQUIPMENT AREA AND LABELED AS TO ITS PURPOSE.
5. ALL EQUIPMENT RELATED TO SPLASH PAD OPERATIONS SHALL BE INSTALLED AND MAINTAINED ACCORDING TO CHAPTER 31225 OF THE CALIFORNIA CODE OF REGULATIONS AND IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S WRITTEN INSTRUCTIONS.
6. ALL FILTERS, VALVES, PUMPS, STRAINERS AND EQUIPMENT SHALL BE READILY ACCESSIBLE FOR REPAIR AND REPLACEMENT.
7. CHEMICAL FEEDERS AND ASSOCIATED COMPONENTS SHALL BE CONSTRUCTED AND INSTALLED TO PREVENT UNCONTROLLED DISCHARGE OR SIPHONING OF CHEMICALS AND FUMES DIRECTLY.
8. DISINFECTANT FEEDERS SHALL COMPLY WITH APPLICABLE REQUIREMENTS ESTABLISHED BY THE NSF / ANSI 50-2010 PERFORMANCE STANDARD EFFECTIVE AUGUST 2010 FOR DISINFECTANT FEEDERS.
9. ALL CHEMICAL FEEDERS SHALL BE CAPABLE OF SUPPLYING NOT LESS THAN THE EQUIVALENT OF 3 POUNDS (1 KG) OF 100 PERCENT AVAILABLE CHLORINE PER DAY PER 10,000 GALLONS (37,850 LITERS) OF SPLASH PAD WATER CAPACITY.
10. A VISIBLE MEANS OF DETERMINING THE RATE OF FLOW THROUGH THE DEVICE SHALL BE PROVIDED FOR EACH DISINFECTANT FEEDER.
11. THERE SHALL BE NO DIRECT CONNECTION BETWEEN THE SPLASH PAD, ITS RECIRCULATION SYSTEM OR OVERFLOW DRAIN TO ANY SANITARY SEWER, STORM DRAIN OR DRAINAGE SYSTEM.
12. PLAN COMPLIANCE INSPECTIONS (BOISB): THE SPLASH PAD OWNER, OPERATOR OR DESIGNATED AGENT SHALL NOTIFY THE ENFORCING AGENT PRIOR TO SCHEDULING THE FOLLOWING INSPECTIONS:
  1. EXPOSED PLUMBING.
  2. PRIOR TO APPLYING PNEUMATICALLY PLACED CONCRETE.
  3. PRIOR TO APPLYING THE FINAL SURFACE TO THE SPLASH PAD SHELL, AND,
  4. AT THE COMPLETION OF CONSTRUCTION.
13. THE SPLASH PAD SHALL NOT BE OPENED TO THE PUBLIC WITHOUT THE WRITTEN APPROVAL OF THE ENFORCING AGENT. THE ENFORCING AGENCY SHALL REQUIRE THAT SUFFICIENT EVIDENCE OR PROOF BE SUBMITTED TO SUBSTANTIATE ANY CLAIMS THAT MAY BE MADE REGARDING ITS USE. WHENEVER THERE IS INSUFFICIENT EVIDENCE OF COMPLIANCE WITH THE PROVISIONS OF THIS CHAPTER, THE ENFORCING AGENCY MAY REQUIRE TESTS AS PROOF OF COMPLIANCE TO BE MADE AT NO EXPENSE TO THE ENFORCING AGENCY. TESTS SHALL BE MADE IN ACCORDANCE WITH APPROVED STANDARDS, BUT IN THE ABSENCE OF SUCH STANDARDS, THE ENFORCING AGENCY SHALL SPECIFY THE TEST PROCEDURE.

**Splash Pad Data**

	TOTALS
SPLASH PAD SURFACE AREA (SF.)	1270
SPLASH PAD PERIMETER (L.F.)	133
SPLASH PAD WATER DEPTH (FT.)	0.00'
SPLASH PAD WATER VOLUME (gals)	0
SURGE TANK VOLUME (GALLONS) = Code Req : 3 x MAX FLOW OR 4,000 GAL. MIN. VOLUME REQ'D : VOLUME / 1.48 = 535 CF. 13' x 9.0' x 4.75' = 556 CF. O.K.	4,000
SPLASH PAD WATER TURNOVER PERIOD (HRS)	0.50
SPLASH PAD WATER TURNOVER RATE (GPM)	133

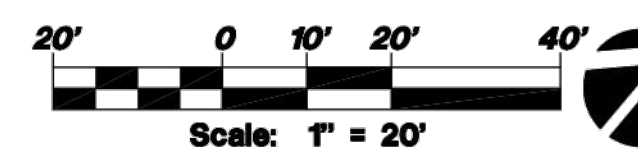
Chapman Street



**Splash Pad**

PAD DECK EL. 405.20  
T.O. MAIN DRAIN EL. 404.80

Drew Street



Rev.	Date

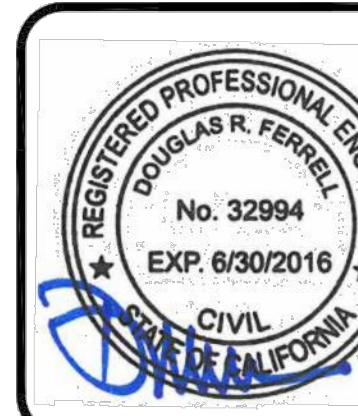
These details are the sole property of Patrell Engineering Group, Inc. Reproduction, publication or reuse in part or in whole is prohibited without the written consent and approval of Patrell Engineering Group, Inc.

**Patrell**  
Engineering Group, Inc.

751 Sunny Grove Ln, Glendora, Ca. 91741  
Ph: 626-335-4362 Fax: 626-963-4812  
Website: www.Patrell.com

Splash Pad Plans for  
**JUNTOS PARK**  
3135 Drew St. Los Angeles, Ca. 90065  
Ph: 213-485-5054 www.laparks.org

Overall Site Plan  
Notes, Data, etc.



3/26/2015 AS SHOWN  
SPO.1

**CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

ENGINEERING CITY OF LOS ANGELES

DATE: \_\_\_\_\_

NO. REVISIONS: \_\_\_\_\_

DATE: \_\_\_\_\_

INDEX NO. \_\_\_\_\_

STRUCTURE NO. \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_ DATE: 3-26-15

DESIGN GROUP: Douglas R. Ferrell LIC. NO. 32994

ENGINEER: \_\_\_\_\_

DESIGNED BY: J.J.

DRAWN BY: Any Altman

CHECKED BY: Mahmood Kamrath, A.I.A. Principal Architect

APPROVED BY: \_\_\_\_\_

VERTICAL CONTROL: \_\_\_\_\_

HORIZONTAL CONTROL: \_\_\_\_\_

SHEET TITLE: OVERALL SITE PLAN, NOTES, DATA, ETC.

PROJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM

ADDRESS: 3135 DREW STREET, LOS ANGELES, CA.

WORK ORDER NO. \_\_\_\_\_

DRAWING NO. \_\_\_\_\_

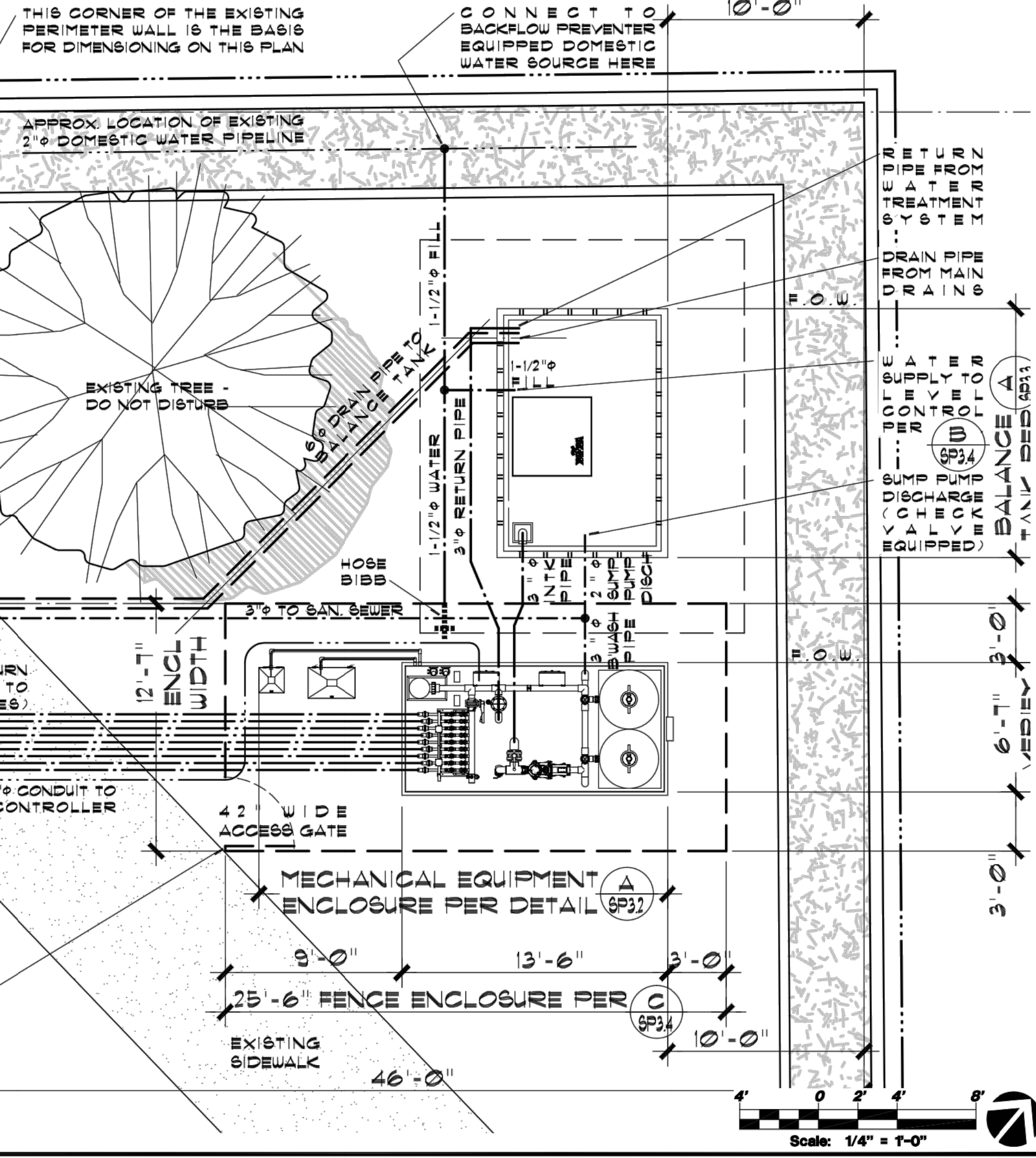
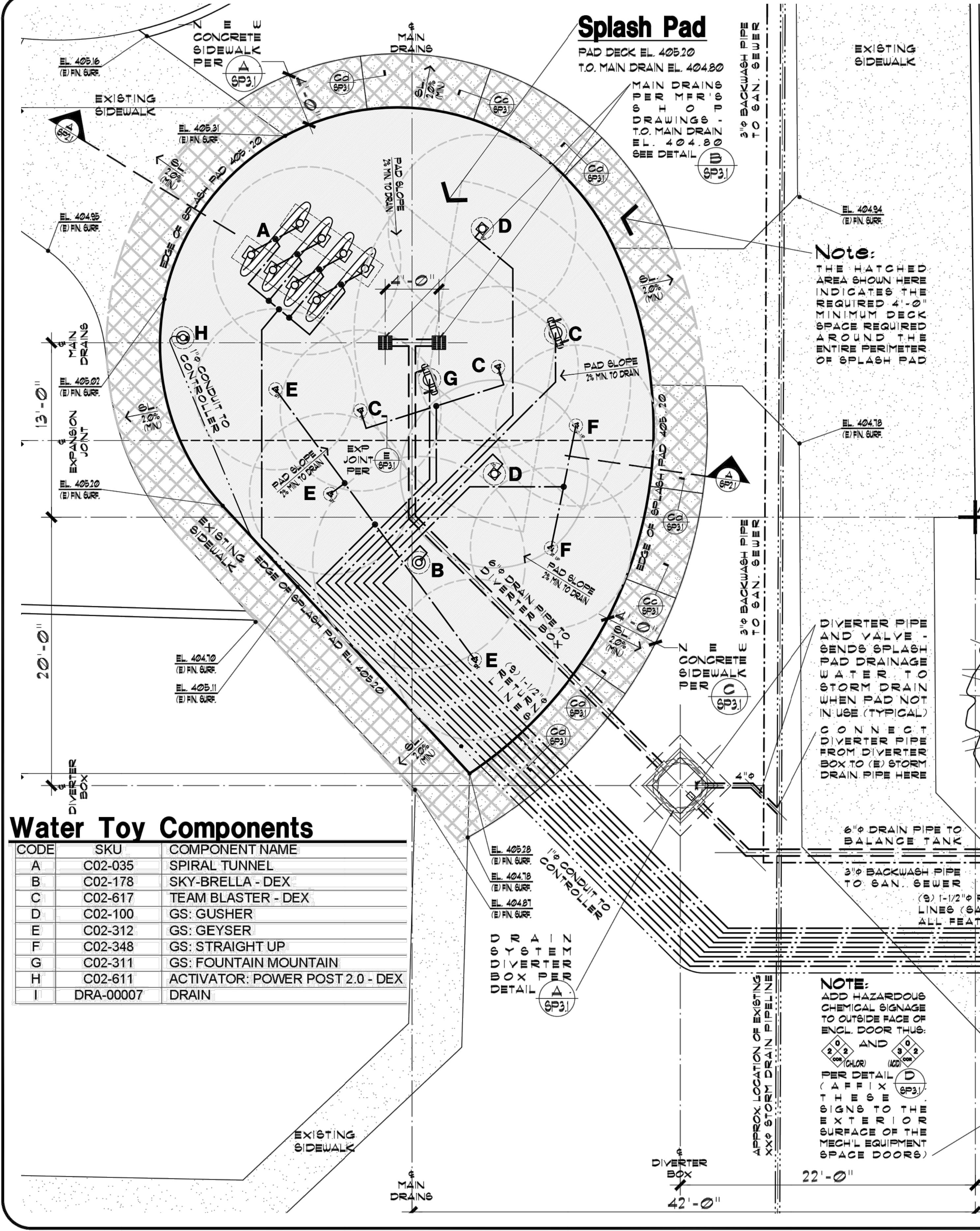
**SP0.1**

SHEET 1 OF 12 SHEETS

REVISION DATE (DESIGN STAGE ONLY)



REVISION DATES (DESIGN STAGE ONLY) SHEET VERSION 3.0 THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



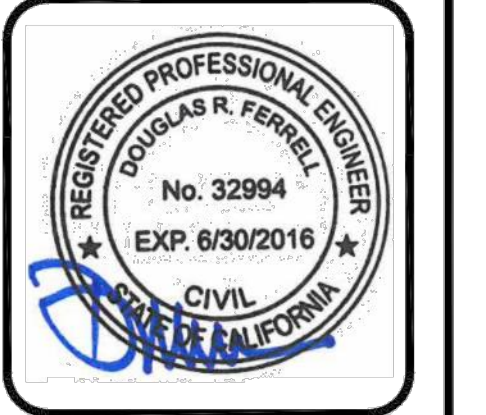
Rev.	Date

These details are the sole property of Patrell Engineering Group, Inc. Reproduction, publication or reuse in part or in whole is prohibited without the written consent and approval of Patrell Engineering Group, Inc.

**Patrell**  
Engineering Group, Inc.  
751 Sunny Grove Ln, Glendora, Ca. 91741  
Ph: 626-335-4362 Fax: 626-963-4812  
Website: www.patrell.com

Splash Pad Plans for  
**JUNTOS PARK**  
3135 Drew St. Los Angeles, Ca. 90065  
Ph: 213-485-5054 www.laparks.org

**Piping Plan**



3/9/2015 AS SHOWN  
**SP1.1**

A.R.C. - AQUATIC RECREATION CO. is now:

**aquatix**  
by landscape structures  
AQUATIX  
6500 CARLSON DRIVE  
EDEN PRAIRIE, MN 55346-1729  
PHONE: 952-445-2135  
FAX: 952-345-6444  
www.aquatix.playtisi.com

**CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

**BUREAU OF ENGINEERING**

ENGINEERING CITY OF LOS ANGELES

DATE: \_\_\_\_\_

NO. REVISIONS: \_\_\_\_\_

INDEX NO. \_\_\_\_\_

STRUCTURE NO. \_\_\_\_\_

CITY ENGINEER: \_\_\_\_\_

DESIGN GROUP: \_\_\_\_\_

ENGINEER: Douglas R. Ferrell LIC. NO. 32994

DESIGNED BY: XX

DRAWN BY: J.J.

CHECKED BY: Amy Altman

APPROVED BY: Mahmood Karimzadeh, A.I.A. Principal Architect, 6-1-17

DATE: 3-9-15

LIC. NO. 32994

DATE: 10-5-16

AA

6-1-17

VERTICAL CONTROL: \_\_\_\_\_

HORIZONTAL CONTROL: \_\_\_\_\_

SHEET TITLE: PIPING PLAN

PROJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM

ADDRESS: 3135 DREW STREET LOS ANGELES, CA.

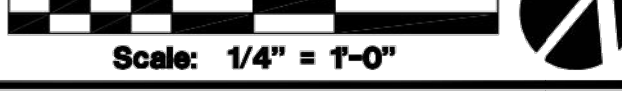
WORK ORDER NO. \_\_\_\_\_

DRAWING NO. \_\_\_\_\_

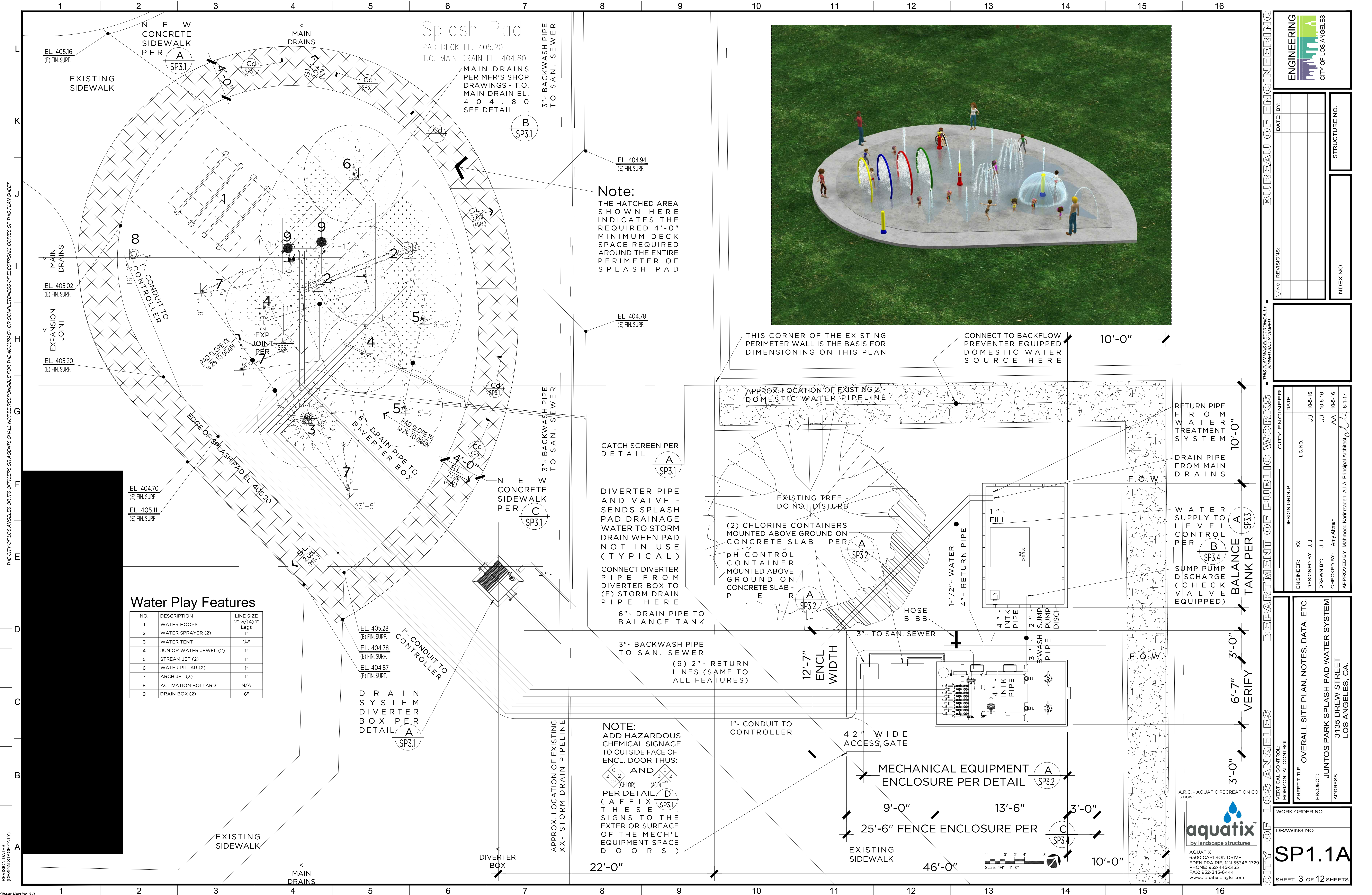
**SP1.1**

SHEET 2 OF 12 SHEETS

NOTE:  
PLANS ARE REDUCED FROM  
SCALE SHOWN ON PLAN







**Water Play Features**

NO.	DESCRIPTION	LINE SIZE
1	WATER HOOPS	2" W/(4) 1" Legs
2	WATER SPRAYER (2)	1"
3	WATER TENT	1/2"
4	JUNIOR WATER JEWEL (2)	1"
5	STREAM JET (2)	1"
6	WATER PILLAR (2)	1"
7	ARCH JET (3)	1"
8	ACTIVATION BOLLARD	N/A
9	DRAIN BOX (2)	6"

**Splash Pad**

PAD DECK EL. 405.20  
 T.O. MAIN DRAIN EL. 404.80  
 MAIN DRAINS PER MFR'S SHOP DRAWINGS - T.O. MAIN DRAIN EL. 404.80  
 SEE DETAIL

**Note:**  
 THE HATCHED AREA SHOWN HERE INDICATES THE REQUIRED 4'-0" MINIMUM DECK SPACE REQUIRED AROUND THE ENTIRE PERIMETER OF SPLASH PAD



THIS CORNER OF THE EXISTING PERIMETER WALL IS THE BASIS FOR DIMENSIONING ON THIS PLAN  
 CONNECT TO BACKFLOW PREVENTER EQUIPPED DOMESTIC WATER SOURCE HERE

CATCH SCREEN PER DETAIL (A) SP3.1  
 DIVERTER PIPE AND VALVE - SENDS SPLASH PAD DRAINAGE WATER TO STORM DRAIN WHEN PAD NOT IN USE (TYPICAL)  
 CONNECT DIVERTER PIPE FROM DIVERTER BOX TO (E) STORM DRAIN PIPE HERE  
 6" - DRAIN PIPE TO BALANCE TANK

**NOTE:**  
 ADD HAZARDOUS CHEMICAL SIGNAGE TO OUTSIDE FACE OF ENCL. DOOR THUS:  
 AND  
 PER DETAIL (D) SP3.1  
 THESE SIGNS TO THE EXTERIOR SURFACE OF THE MECH'L EQUIPMENT SPACE DOORS

APPROX. LOCATION OF EXISTING 2" DOMESTIC WATER PIPELINE

EXISTING TREE - DO NOT DISTURB  
 (2) CHLORINE CONTAINERS MOUNTED ABOVE GROUND ON CONCRETE SLAB - PER (A) SP3.2  
 PH CONTROL CONTAINER MOUNTED ABOVE GROUND ON CONCRETE SLAB - PER (A) SP3.2

MECHANICAL EQUIPMENT ENCLOSURE PER DETAIL (A) SP3.2

25'-6" FENCE ENCLOSURE PER (C) SP3.4

A.R.C. - AQUATIC RECREATION CO. is now:  
  
 AQUATIX  
 6500 CARLSON DRIVE  
 EDEN PRAIRIE, MN 55346-1729  
 PHONE: 952-445-5135  
 FAX: 952-345-6444  
 www.aquatix.com

**BUREAU OF ENGINEERING**  
 CITY OF LOS ANGELES  
 DEPARTMENT OF PUBLIC WORKS  
 SHEET TITLE: OVERALL SITE PLAN, NOTES, DATA, ETC.  
 PROJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM  
 ADDRESS: 3135 DREW STREET, LOS ANGELES, CA.  
 SHEET 3 OF 12 SHEETS  
 DRAWING NO. SP1.1A  
 WORK ORDER NO.  
 ENGINEER: J.J. LIC. NO. 10-5-16  
 DESIGNED BY: J.J.  
 DRAWN BY: J.J.  
 CHECKED BY: Any Aliman  
 APPROVED BY: Mahmood Karimzadeh, A.I.A. Principal Architect  
 DATE: 10-5-16  
 INDEX NO. STRUCTURE NO.

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

REVISION DATE (DESIGN STAGE ONLY)

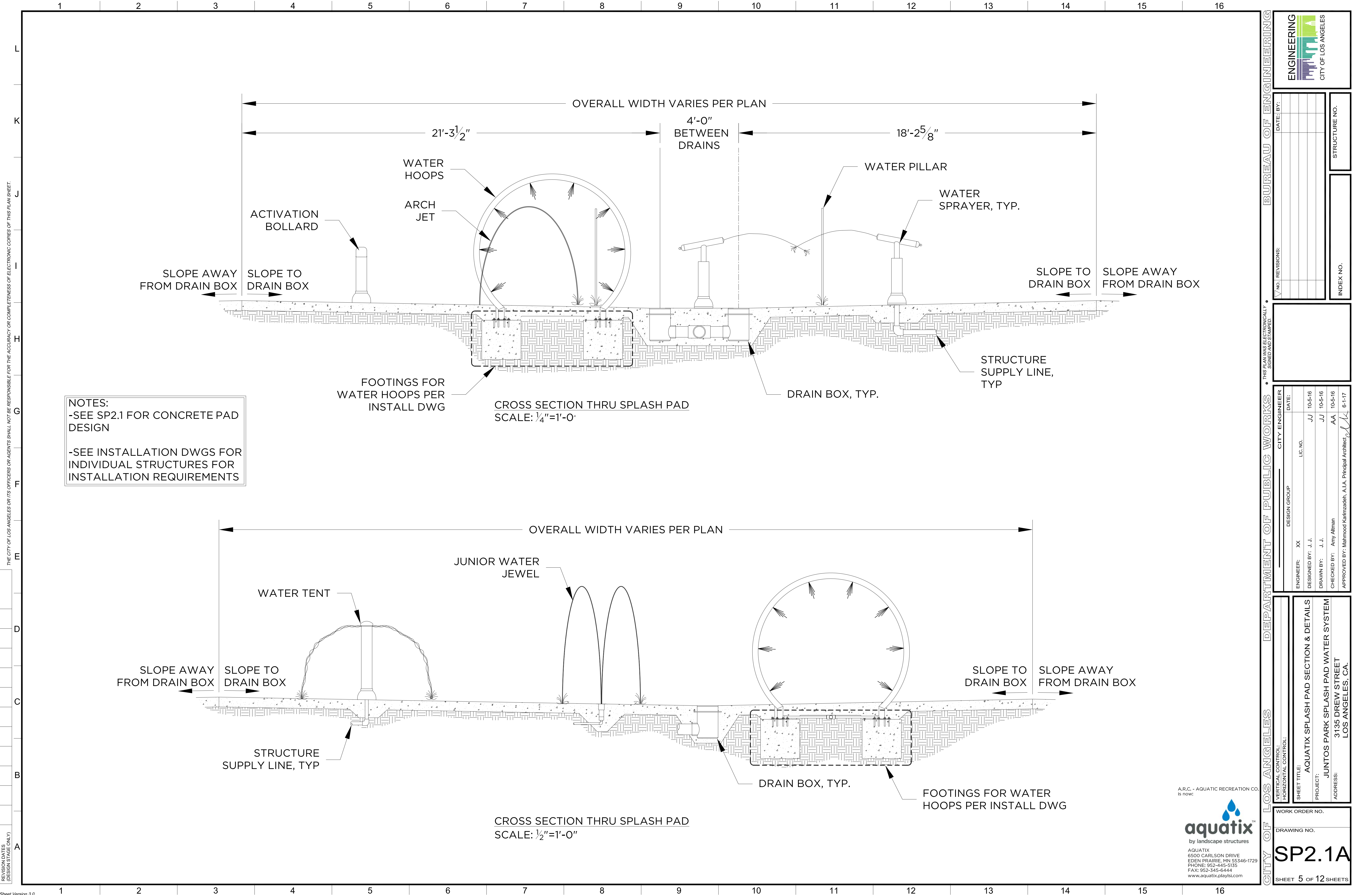






REVISION DATES (DESIGN STAGES ONLY)

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



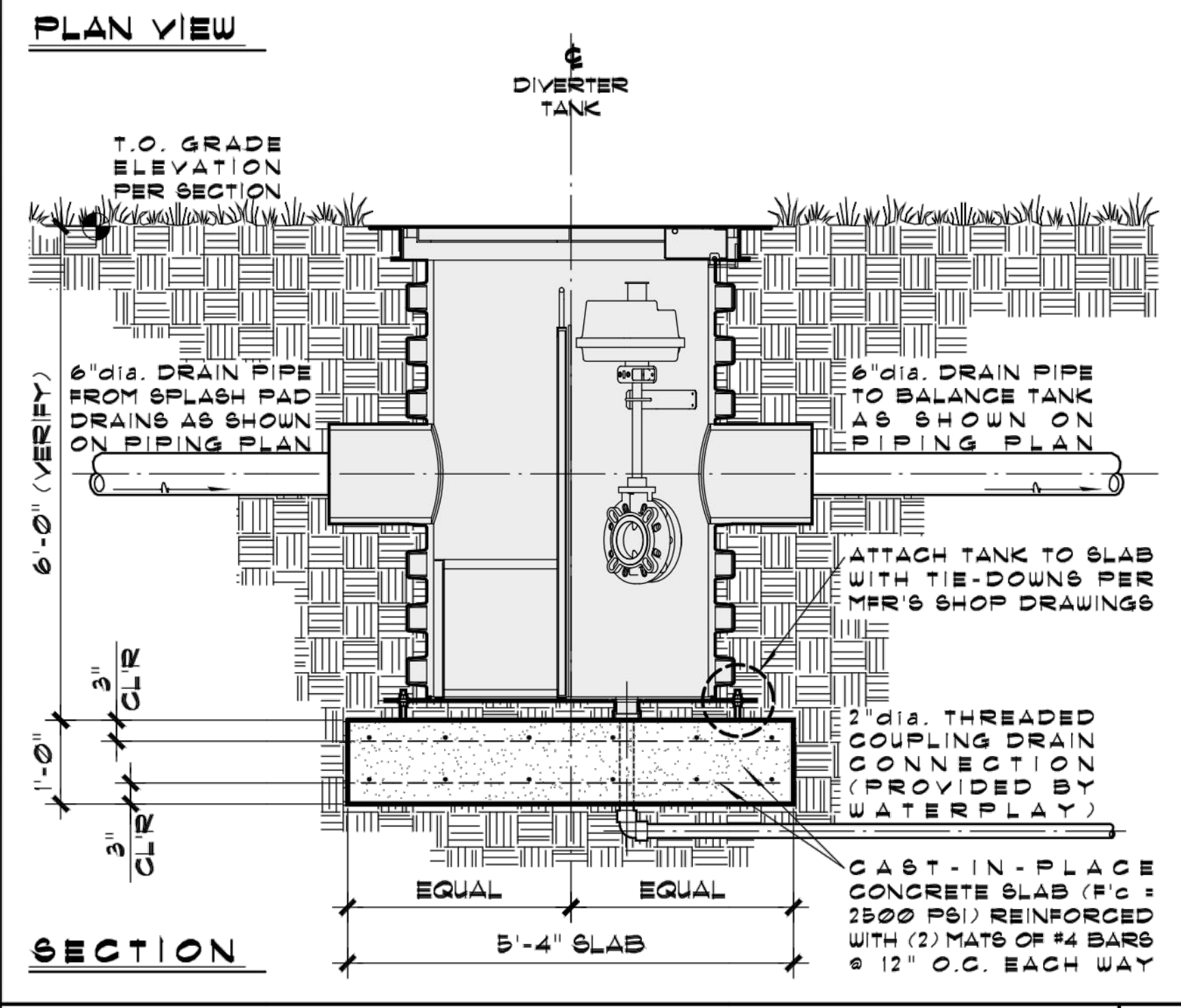
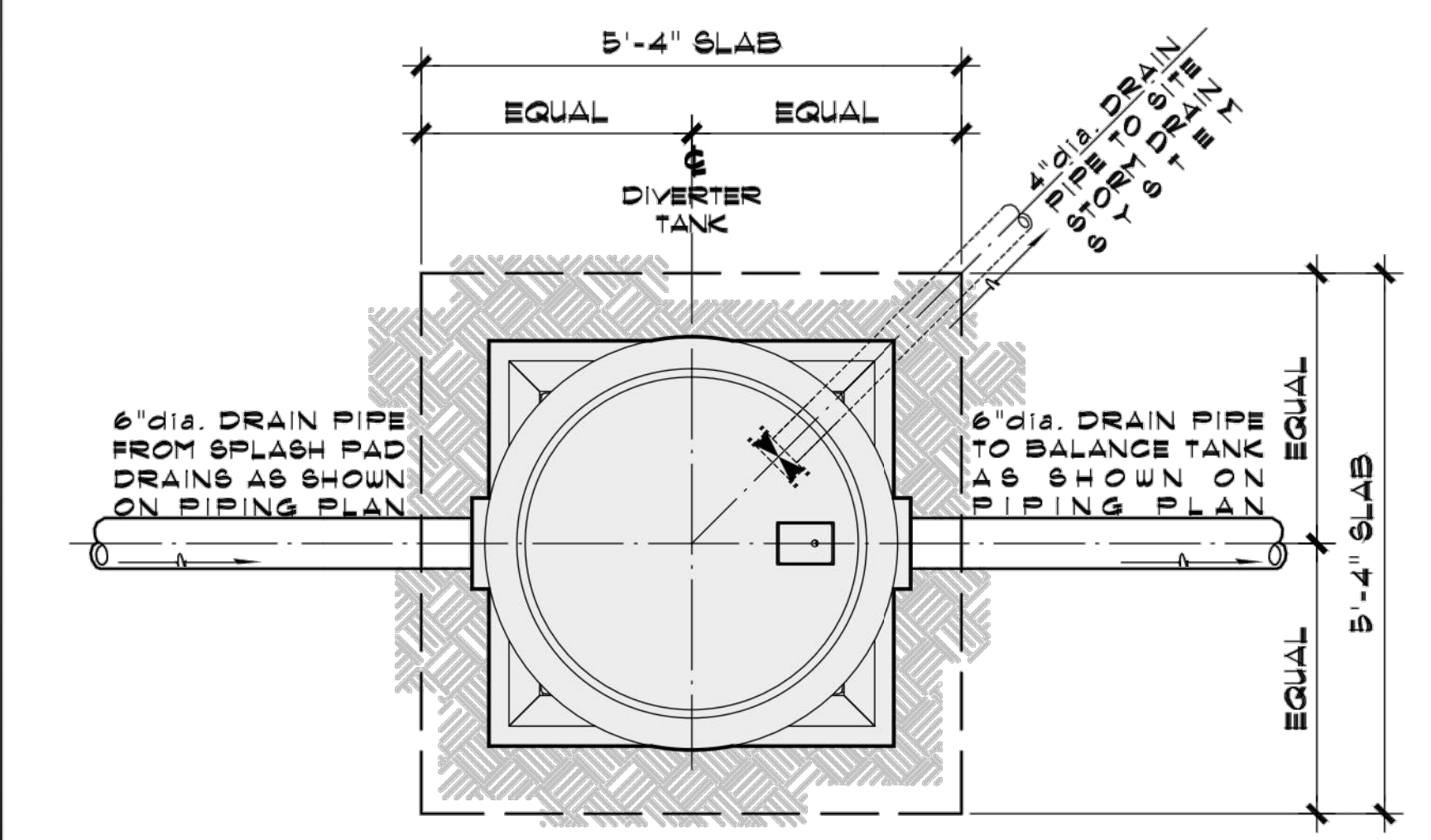
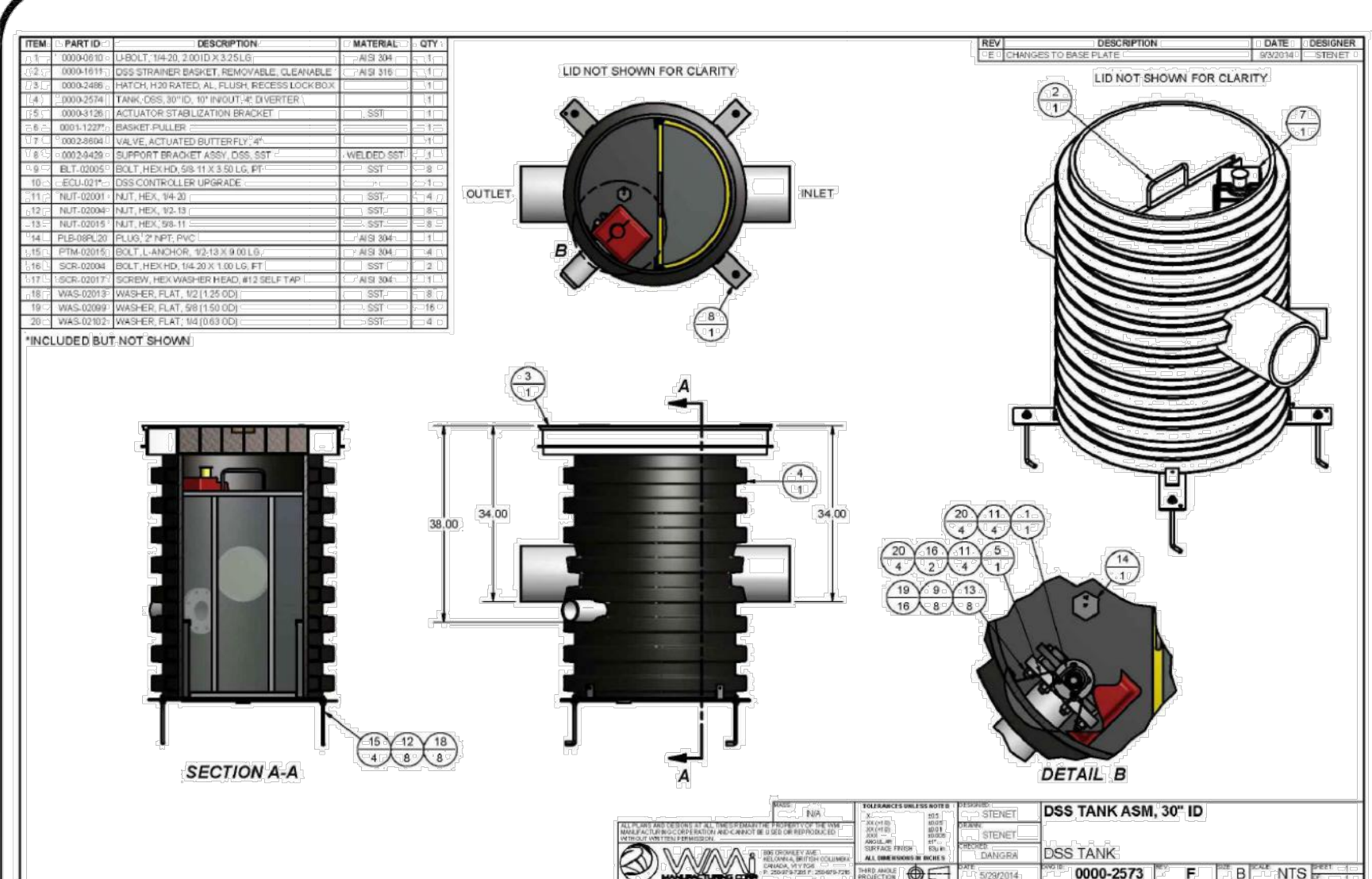
**NOTES:**  
 -SEE SP2.1 FOR CONCRETE PAD DESIGN  
 -SEE INSTALLATION DWGS FOR INDIVIDUAL STRUCTURES FOR INSTALLATION REQUIREMENTS

<b>ENGINEERING</b> CITY OF LOS ANGELES	
DATE: BY:	STRUCTURE NO.
NO. REVISIONS:	INDEX NO.
<b>DEPARTMENT OF PUBLIC WORKS</b>	
CITY ENGINEER	DATE:
DESIGN GROUP	LIC. NO.
ENGINEER: XX	DESIGNED BY: J. J.
	DRAWN BY: J. J.
	CHECKED BY: Amy Altman
	APPROVED BY: Mahmood Karimzadeh, A.I.A., Principal Architect
	6-1-17
<b>AQUATIX SPLASH PAD SECTION &amp; DETAILS</b>	
PROJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM	
ADDRESS: 3135 DREW STREET, LOS ANGELES, CA.	
WORK ORDER NO.	
DRAWING NO.	
<b>SP2.1A</b>	
SHEET 5 OF 12 SHEETS	

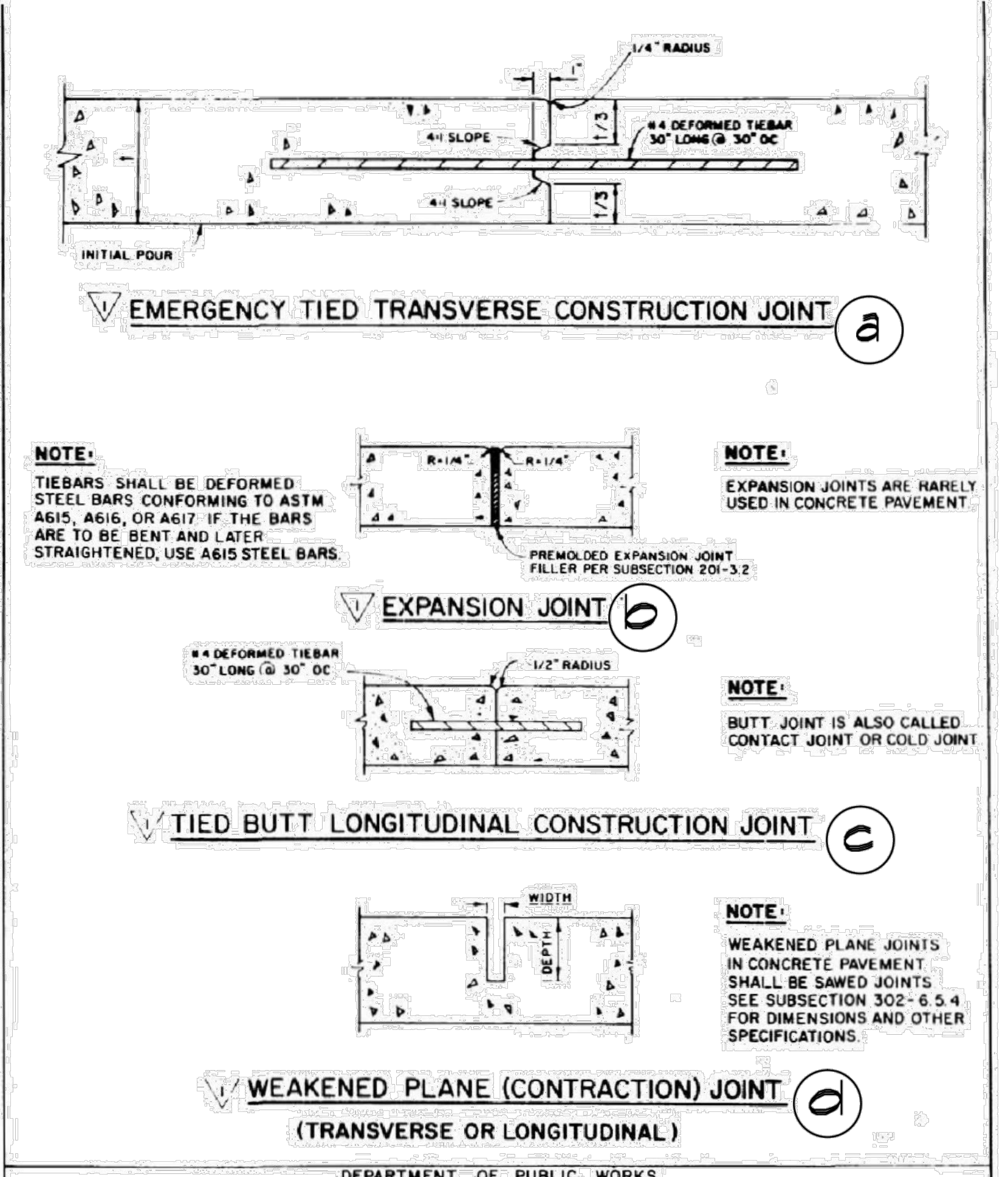
A.R.C. - AQUATIC RECREATION CO. is now:

**aquatix**  
 by landscape structures  
 AQUATIX  
 6500 CARLSON DRIVE  
 EDEN PRAIRIE, MN 55346-1729  
 PHONE: 952-445-5135  
 FAX: 952-345-6444  
 www.aquatix.playlsi.com



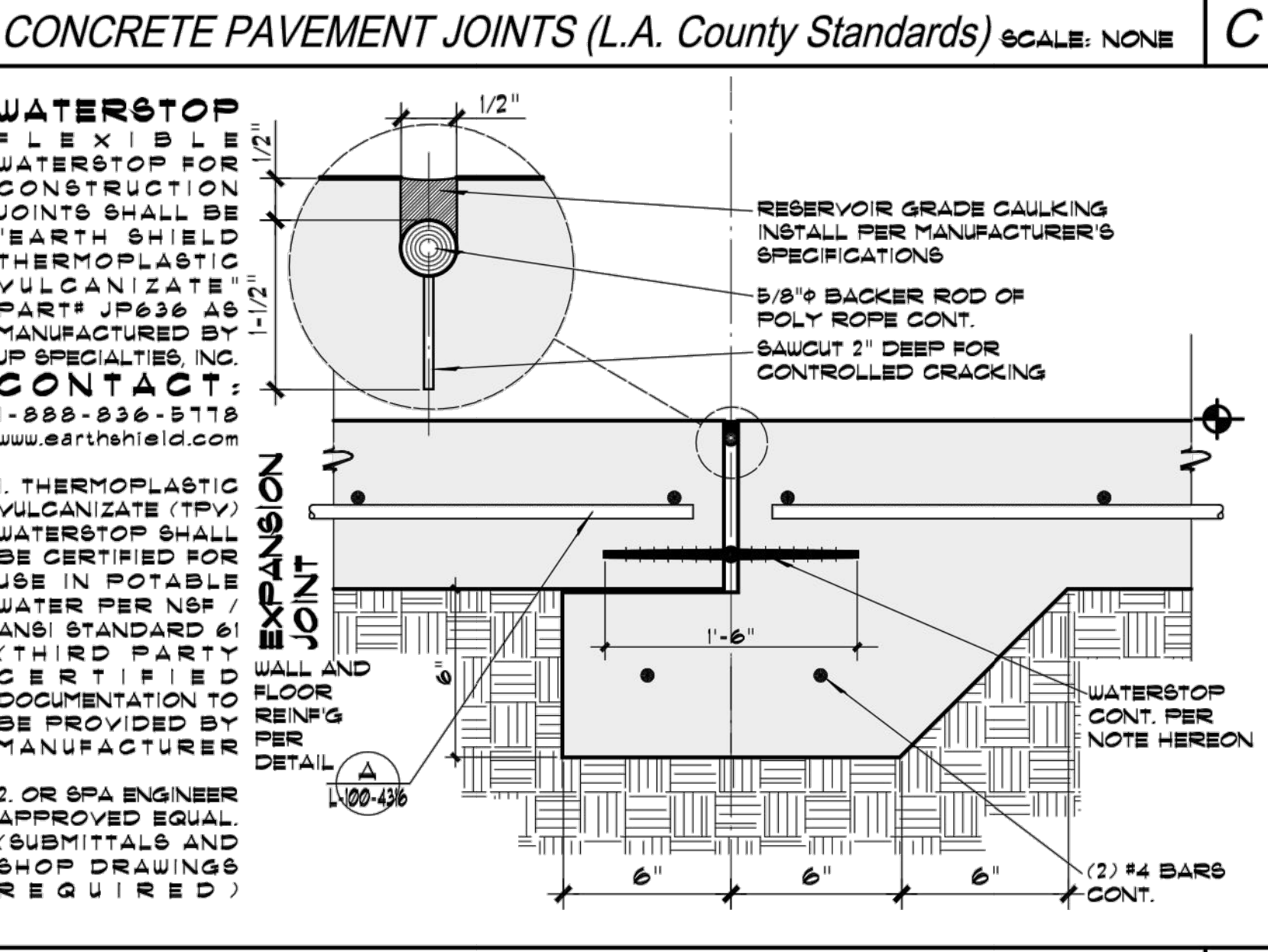


**STORM WATER DIVERTER DETAILS** SCALE: 3/4" = 1'-0" A

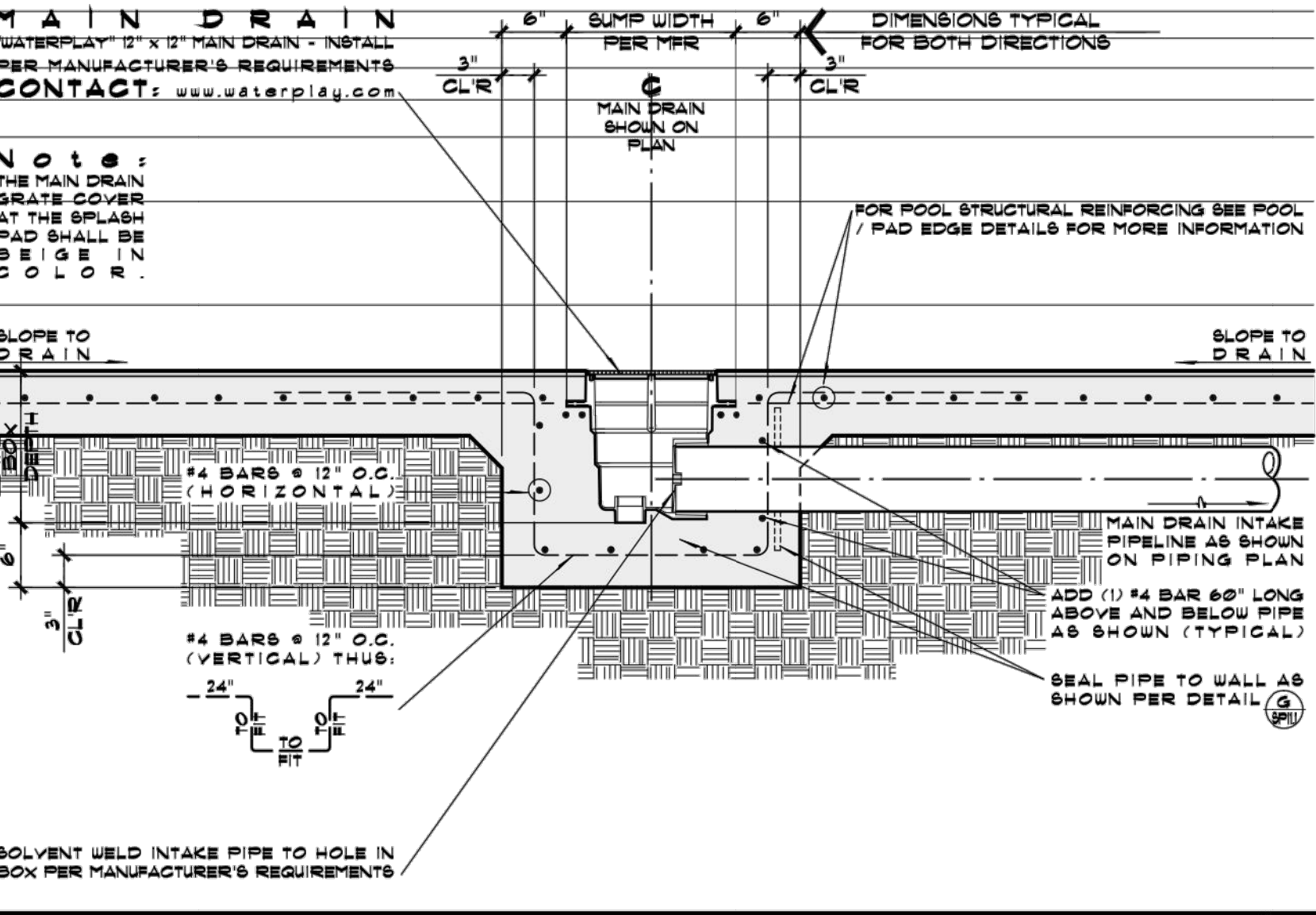


**JOINTS IN CONCRETE PAVEMENT** (L.A. County Standards) SCALE: NONE C

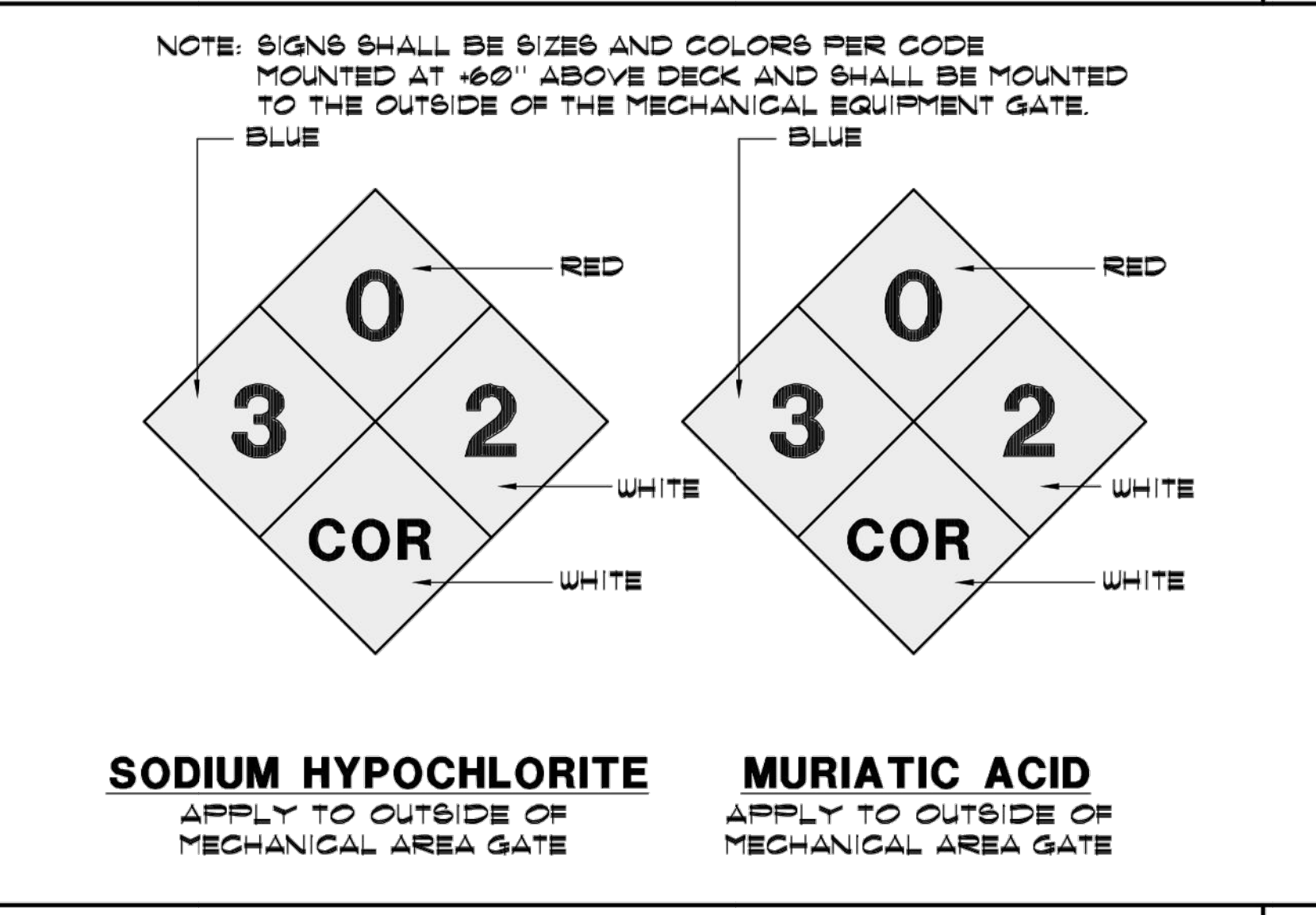
NO.	REVISIONS	DATE	DESCRIPTION
1	ISSUED	12/15/2015	ISSUED FOR PERMITS
2	REVISED	03/09/2016	REVISED TO ADD DETAIL B
3	REVISED	03/09/2016	REVISED TO ADD DETAIL C
4	REVISED	03/09/2016	REVISED TO ADD DETAIL D
5	REVISED	03/09/2016	REVISED TO ADD DETAIL E
6	REVISED	03/09/2016	REVISED TO ADD DETAIL F
7	REVISED	03/09/2016	REVISED TO ADD DETAIL G
8	REVISED	03/09/2016	REVISED TO ADD DETAIL H
9	REVISED	03/09/2016	REVISED TO ADD DETAIL I
10	REVISED	03/09/2016	REVISED TO ADD DETAIL J
11	REVISED	03/09/2016	REVISED TO ADD DETAIL K
12	REVISED	03/09/2016	REVISED TO ADD DETAIL L
13	REVISED	03/09/2016	REVISED TO ADD DETAIL M
14	REVISED	03/09/2016	REVISED TO ADD DETAIL N
15	REVISED	03/09/2016	REVISED TO ADD DETAIL O
16	REVISED	03/09/2016	REVISED TO ADD DETAIL P
17	REVISED	03/09/2016	REVISED TO ADD DETAIL Q
18	REVISED	03/09/2016	REVISED TO ADD DETAIL R
19	REVISED	03/09/2016	REVISED TO ADD DETAIL S
20	REVISED	03/09/2016	REVISED TO ADD DETAIL T
21	REVISED	03/09/2016	REVISED TO ADD DETAIL U
22	REVISED	03/09/2016	REVISED TO ADD DETAIL V
23	REVISED	03/09/2016	REVISED TO ADD DETAIL W
24	REVISED	03/09/2016	REVISED TO ADD DETAIL X
25	REVISED	03/09/2016	REVISED TO ADD DETAIL Y
26	REVISED	03/09/2016	REVISED TO ADD DETAIL Z



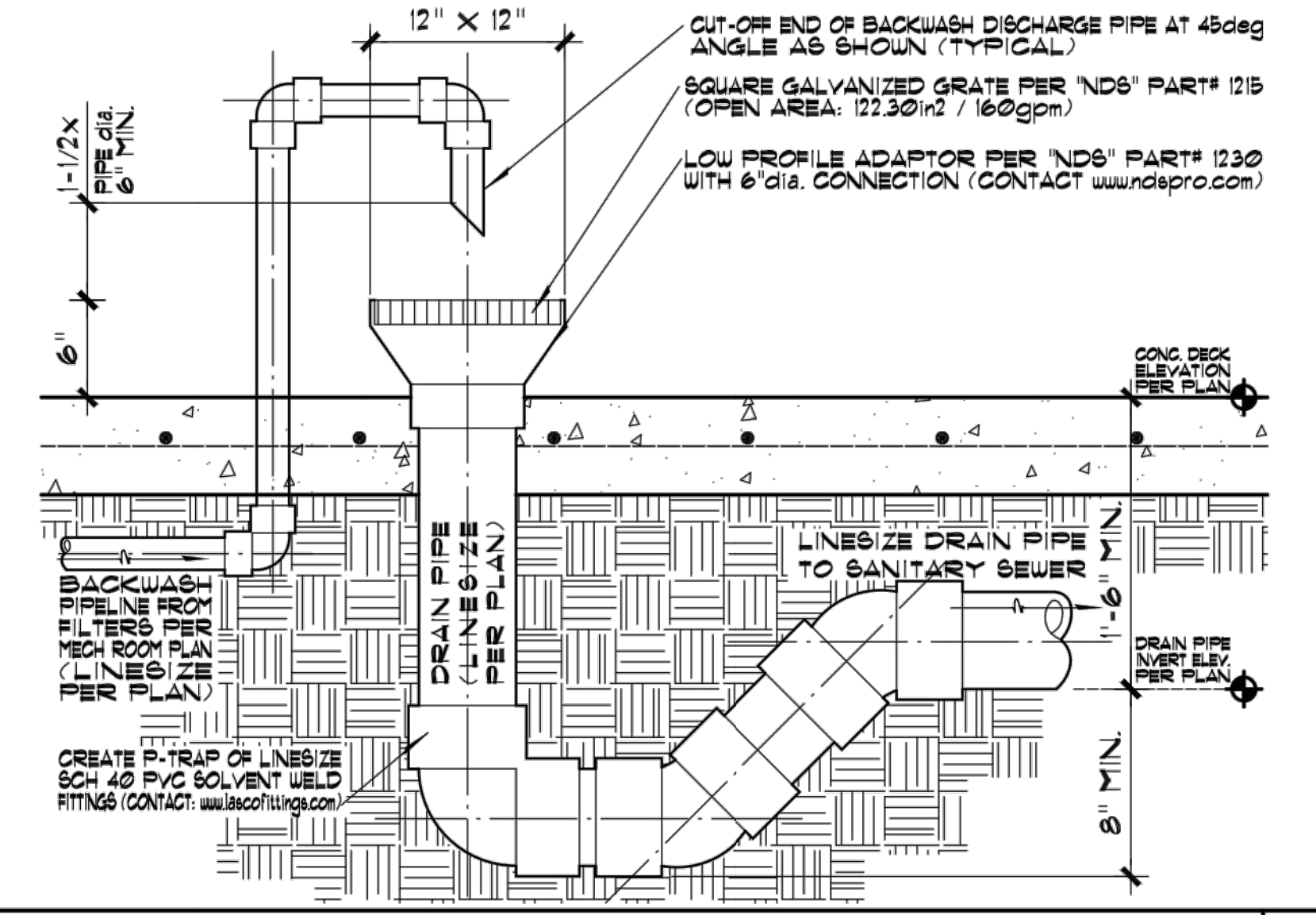
**Splash Pad EXPANSION JOINT** SCALE: NONE E



**MAIN DRAIN** SCALE: 1" = 1'-0" B



**CHEMICAL SIGNS** SCALE: NONE D



**BACKWASH PIPE to SEWER CONNECTION** SCALE: 1-1/2" = 1'-0" F

Rev.	Date

These details are the sole property of Patrell Engineering Group, Inc. Reproduction, publication or reuse in part or in whole is prohibited without the written consent and approval of Patrell Engineering Group, Inc.

**Patrell**  
Engineering Group, Inc.  
751 Sunny Grove Ln, Glendora, Ca. 91741  
Ph: 626-335-4362 Fax: 626-963-4812  
Website: www.patrell.com

**Splash Pad Plans for JUNTOS PARK**  
3135 Drew St. Los Angeles, Ca. 90065  
Ph: 213-485-5054 www.laparks.org

**Splash Pad Details**

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

REGISTERED PROFESSIONAL ENGINEER  
DOUGLAS R. FERRELL  
No. 32994  
EXP. 6/30/2016  
CIVIL  
CITY OF LOS ANGELES

3/9/2015 DATE AS SHOWN  
**SP3.1**  
Sheet

A.R.C. - AQUATIC RECREATION CO. is now:  
**aquatix**  
by landscape structures  
AQUATIX  
6500 CARLSON DRIVE  
EDEN PRAIRIE, MN 55346-1729  
PHONE: 952-445-9336  
FAX: 952-345-6444  
www.aquatix.playliss.com

**CITY OF LOS ANGELES** DEPARTMENT OF PUBLIC WORKS

ENGINEERING CITY OF LOS ANGELES

DATE: 3-9-15  
DESIGN GROUP: Douglas R. Ferrell  
LIC. NO. 32994  
DESIGNED BY: XX  
DRAWN BY: J.J.  
CHECKED BY: Amy Altman  
APPROVED BY: Mahmood Karimzadeh, A.I.A. Principal Architect

STRUCTURE NO.  
INDEX NO.

WORK ORDER NO.

DRAWING NO.  
**SP3.1**

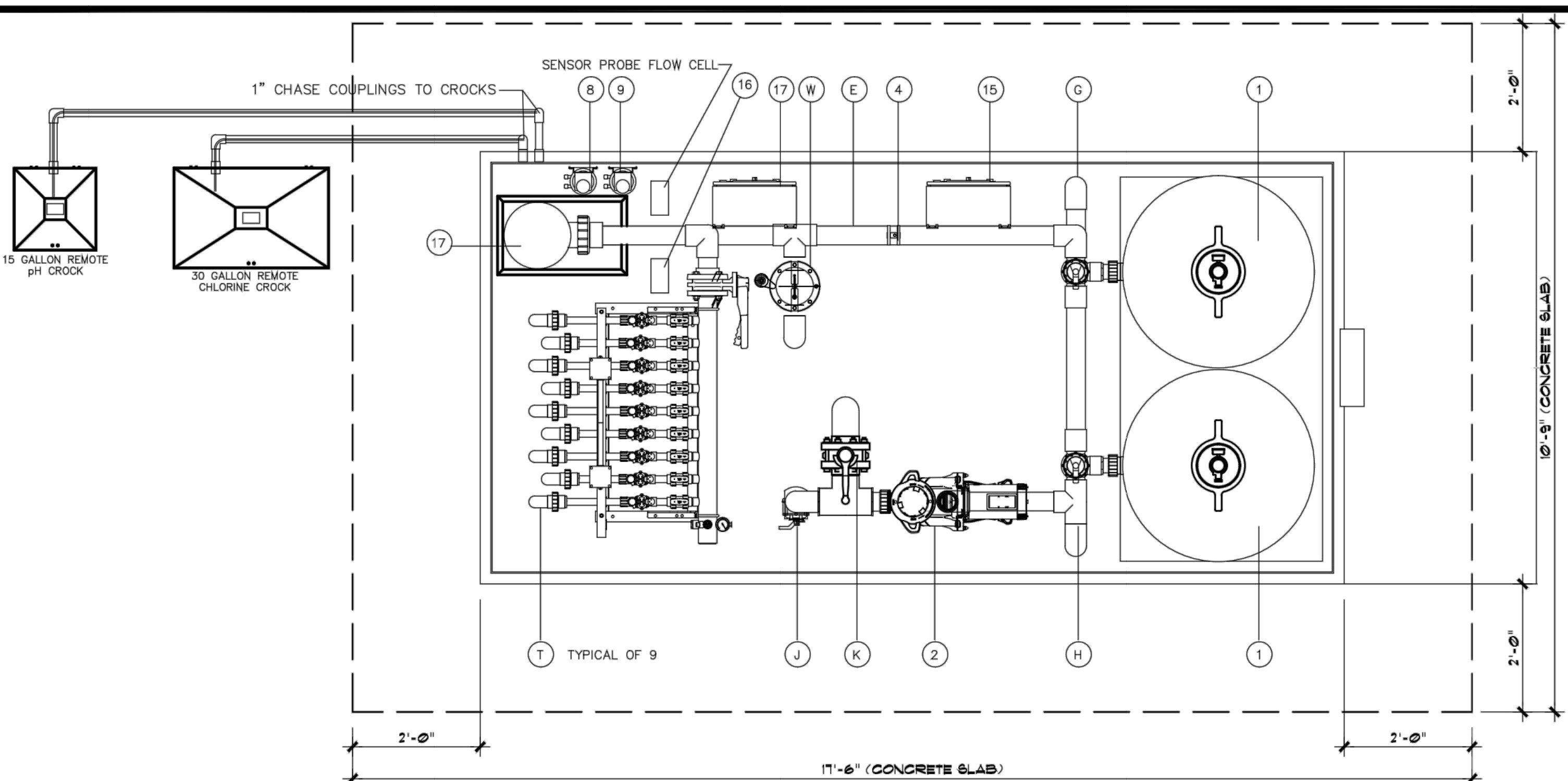
SHEET 6 OF 12 SHEETS

REVISION DATE (DESIGN STAGE ONLY)  
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

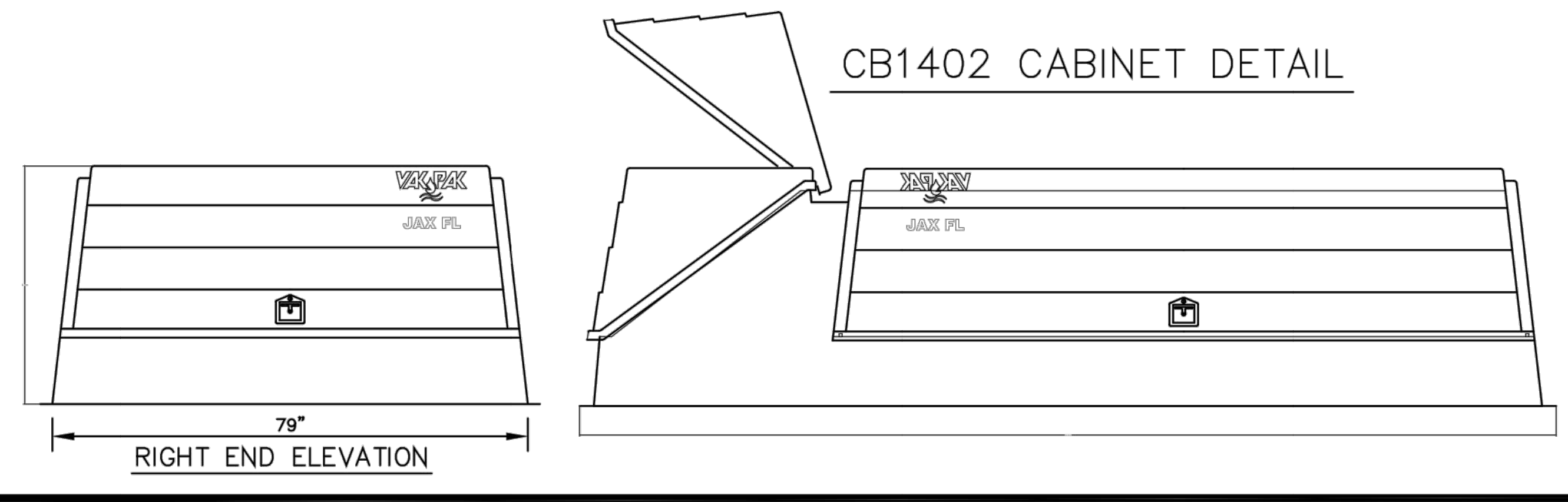
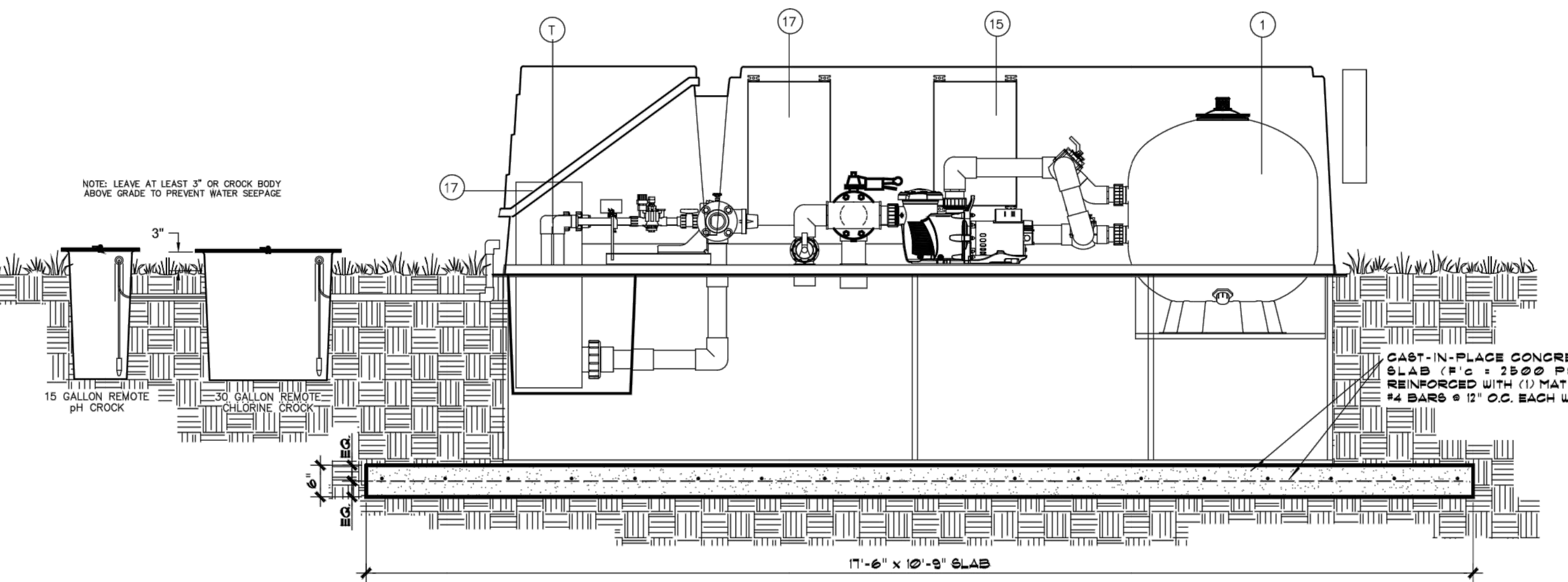


REVISION DATES (DESIGN STAGE ONLY)

1



NOTE: LEAVE AT LEAST 3" OR CROCK BODY ABOVE GRADE TO PREVENT WATER SEEPAGE



PRESSURE SAND FILTER SYSTEM	
4,020 GALLONS IN 30 MINUTES	
200 GPM @ 13.34 GPM FILTER RATE, 14.12 SQ. FT. TOTAL	
1	2 - PENTAIR TR140C SAND FILTERS, 7.06 SQ. FT. EACH, 14.12 SQ.FT. TOTAL
2	5HP PENTAIR RECIRCULATION PUMP XFE-20
3	1 PHASE 230 VOLTS, 200 GPM @ 65 TDH, 6" STRAINER
4	3" BLUE WHITE FLOWMETER, CF30 300 P, 80 TO 399 GPM
5	2 - PRESSURE GAUGES 0# TO 60#, 2" FACE
6	VAK PAK MODEL# FWLC AUTOMATIC FRESH WATER FILL DEVICE (INSIDE TANK)
8	CL2 FEEDER BY STENNER, MODEL 45M5, 50 GPD 30 GALLON, REMOTE CHEMICAL CROCK
9	PH FEEDER BY STENNER, MODEL 45M2, 10 GPD 15 GALLON, REMOTE CHEMICAL CROCK
12	ELECTRICAL PANEL WITH SERVICE LIGHT, MINIMAL 30 FT. CANDLES
15	WATERPLAY CONTROLLER (SUPPLIED BY WATERPLAY)
16	CHEMTROL 5000 CHEMICAL CONTROLLER
17	DELTA ULTRA-VIOLET LIGHT PURIFIER, MODEL# ELP48H0

VALVES AND PIPE SIZES	POOL
A MAIN DRAIN (COUPLING ONLY)	6"
E FILTER RETURN TO TANK	3"
G PUMP TO WASTE	3"
H PUMP TO FILTER	3"
I FRESH WATER FILL (HOSE BIBB W/VAC BKR)	1"
J TANK DRAIN	3"
K RECIRCULATION SUCTION	4"
O COLLECTOR TANK OVERFLOW	2"
T FEATURE RETURNS	(9) 2"
U COLLECTOR TANK GALLONS	4,020

ALL PIPING "NSF-PH" APPROVED / ALL ELECTRICAL WIRING IN COMPLIANCE WITH NEC  
 ELECTRICAL INTERLOCK OF ELECTRICAL FEED EQUIPMENT WITH RECIRCULATION PUMP  
 HYDRAULIC INTERLOCK OF EROSION FEED EQUIPMENT WITH RECIRCULATION PUMP FLOW  
 PROPORTIONING VALVES WHERE REQUIRED: 2 1/2" AND UNDER - JANDY DIVERTER  
 3" AND ABOVE - BUTTERFLY VALVE

JUNOTOS PARK SPLASH PAD  
 LOS ANGELES, CALIFORNIA  
 4000 GALLON COLLECTOR TANK OPTION  
 MODEL # CS1501WF-9  
 RECORD # 25151  
 DHRS PRODUCT APPROVAL #  
 DWG # CS1WF-9-4  
 COMMERCIAL  
 FILTRATION/RECIRCULATION/DISPLAY SYSTEMS  
 (904) 353-4403  
 Florida 32206  
 Jacksonville, Florida  
 P.O. Box 3264  
 inc.

Rev.	Date

These details are the sole property of Patrell Engineering Group, Inc. Reproduction, publication or reuse in part or in whole is prohibited without the written consent and approval of Patrell Engineering Group, Inc.

**Patrell**  
 Engineering Group, Inc.  
 751 Sunny Grove Ln, Glendora, Ca. 91741  
 Ph: 626-335-4366, Fax: 626-963-4812  
 Website: www.patrell.com

Splash Pad Plans for  
**JUNOTOS PARK**  
 3135 Drew St. Los Angeles, Ca. 90065  
 Ph: 213-485-5054 www.laparks.org  
**Mechanical Room Details (Vak Pak)**



3/9/2015 AS SHOWN  
**SP3.2**

SCALE: NONE A

NOTE:  
 PLANS ARE REDUCED FROM  
 SCALE SHOWN ON PLAN

A.R.C. - AQUATIC RECREATION CO.  
 is now:  
  
 AQUATIX  
 6500 CARLSON DRIVE  
 EDEN PRAIRIE, MN 55346-1729  
 PHONE: 952-445-5135  
 FAX: 952-345-6444  
 www.aquatix.playtisi.com

BUREAU OF ENGINEERING  
 DEPARTMENT OF PUBLIC WORKS  
 CITY OF LOS ANGELES  
 DATE: BY: INDEX NO. STRUCTURE NO.  
 NO. REVISIONS:  
 THIS PLAN WAS ELECTRONICALLY SIGNED AND STAMPED  
 CITY ENGINEER: Douglas R. Ferrell, LIC. NO. 32994, DATE: 3-9-15  
 DESIGN GROUP: JAX FL  
 DESIGNED BY: XX  
 DRAWN BY: J.J.  
 CHECKED BY: Amy Altman  
 APPROVED BY: Mahmood Karimzadeh, A.I.A. Principal Architect, 6-1-17  
 PROJECT: JUNOTOS PARK SPLASH PAD WATER SYSTEM  
 ADDRESS: 3135 DREW STREET, LOS ANGELES, CA.  
 WORK ORDER NO.  
 DRAWING NO.  
**SP3.2**  
 SHEET 7 OF 12 SHEETS







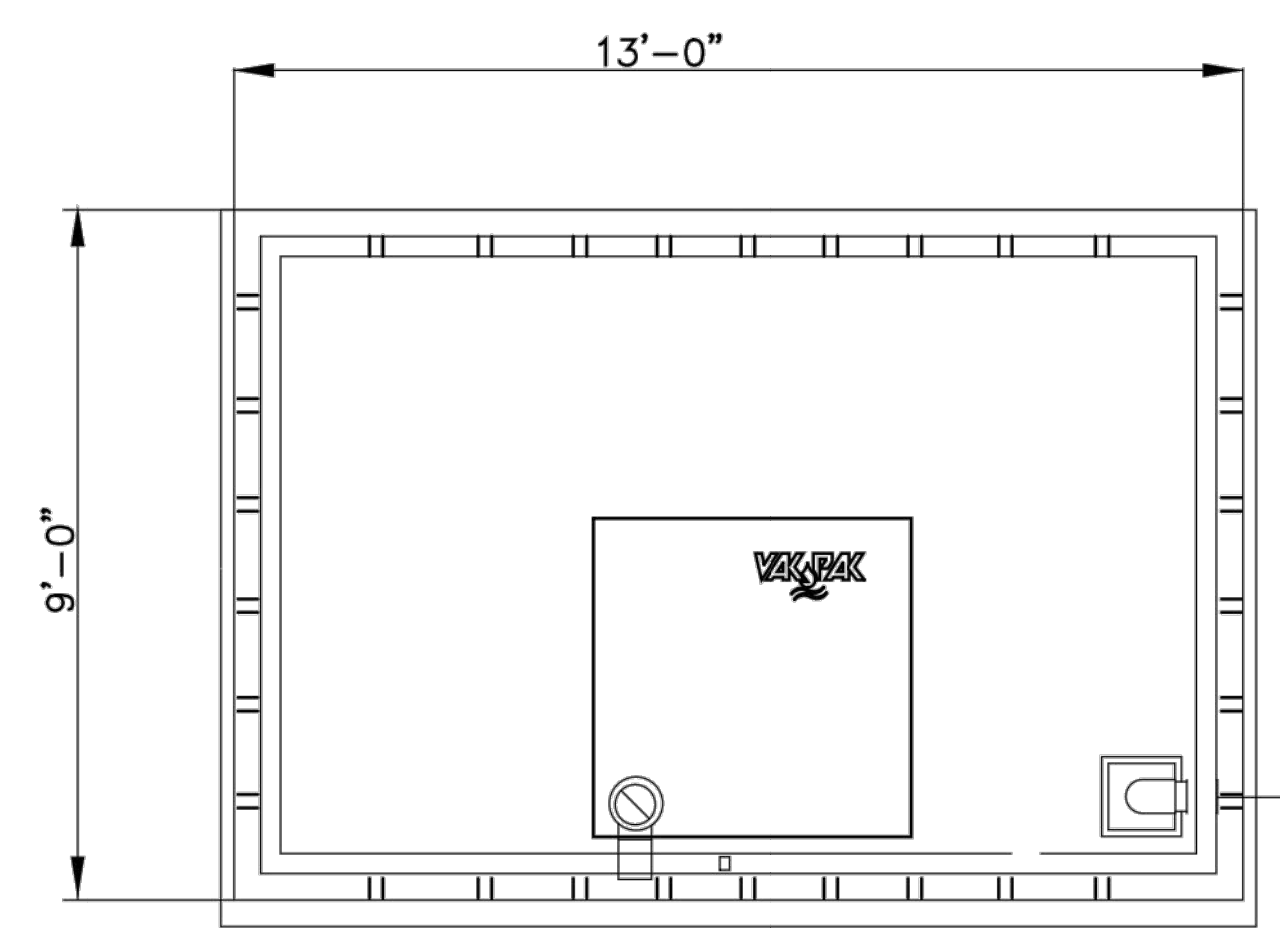
REVISION DATE (DESIGN STAGE ONLY)  
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



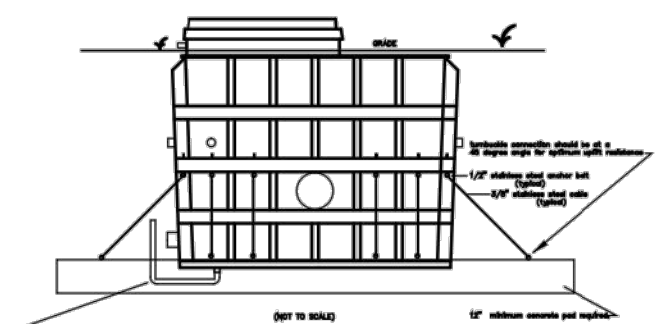
# JUNTOS PARK SPLASH PAD 4000 GALLON COLLECTOR TANK

## CT4000LP INSTALLATION NOTES

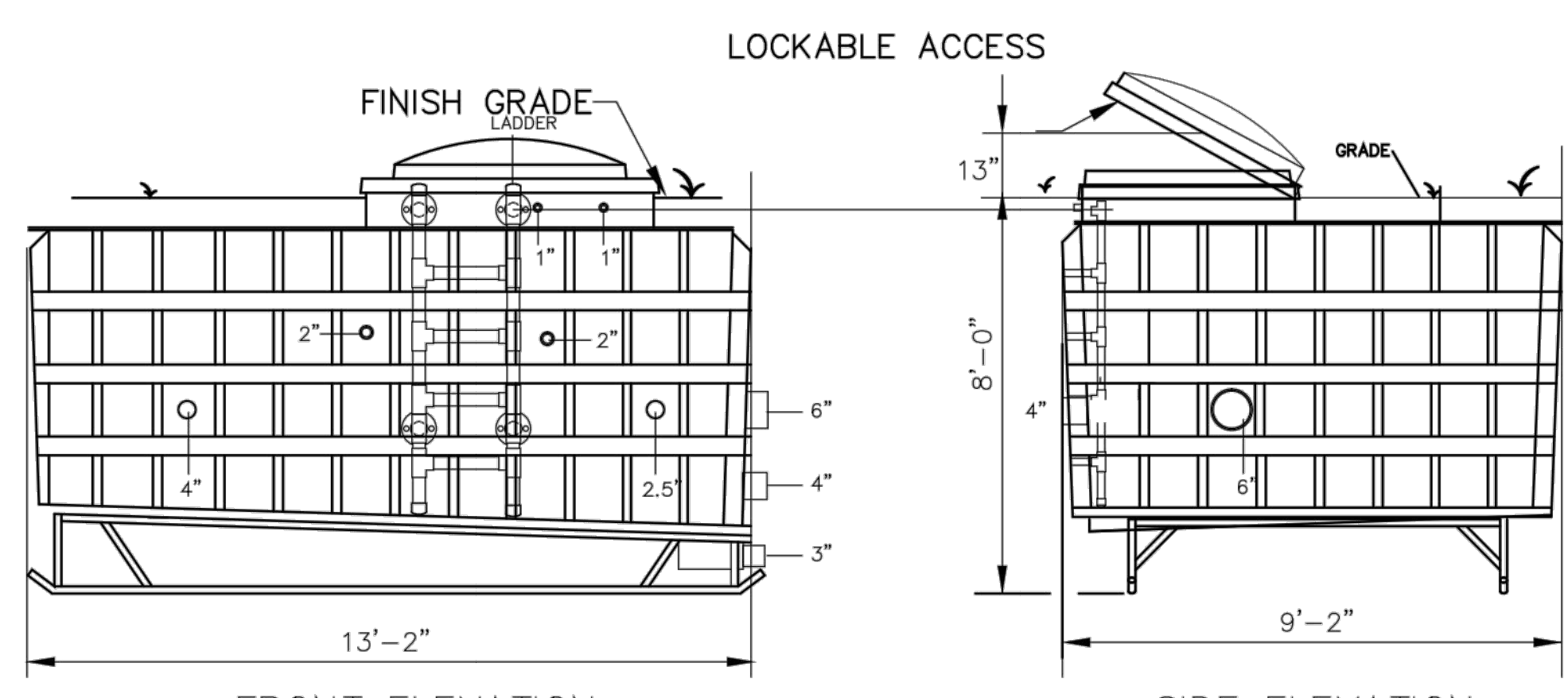
- 1) PREPARE EXCAVATED HOLE. MAINTAIN ACCURATE ELEVATION MEASUREMENTS.
- 2) POUR 17' X 19' CONCRETE PAD, 12" DEEP, IN THE BOTTOM OF EXCAVATED HOLE.
- 3) STUB UP THE SUCTION LINE, K, BEFORE LOWERING VAULT ONTO CONCRETE FOOTER (SEE DETAIL BELOW)
- 4) LOWER THE VAULT INTO POSITION AND PLACE IN BOTTOM OF EXCAVATION USING NYLON STRAPS RATED FOR 8,000 LB. CAPACITY.
- 5) MAINTAIN TANK LEVEL FROM THE ROOF LEVELING POINTS INDICATED ON THE DRAWING. (THE FLOOR OF THE TANK HAS A MANUFACTURED SLOPE TOWARD THE SUMP BOX)
- 6) STAINLESS STEEL ANCHOR BOLTS ATTACHED TO EXTERIOR OF VAULT FOR CABLE CONNECTION BY OTHERS.
- 7) BACKFILL WITH 3/8" PEA GRAVEL, DRAIN ROCK, OR COMPARABLE MATERIAL. APPLY FRESH WATER TO TANK AT THE SAME ELEVATION AS BACKFILL TO PREVENT TANK FLEXING. INSTALL ALL PLUMBING LINES, ACCORDING TO THE PLAN, AS BACKFILL IS APPLIED IN STAGES.
- 8) COMPLETION OF BACKFILL MATERIALS TO BE APPROVED BY LOCAL ENGINEER, INFLUENCED BY LOCAL SOIL CONDITIONS.



PLAN VIEW



COLLECTOR  
INSTALLATION DIAGRAM

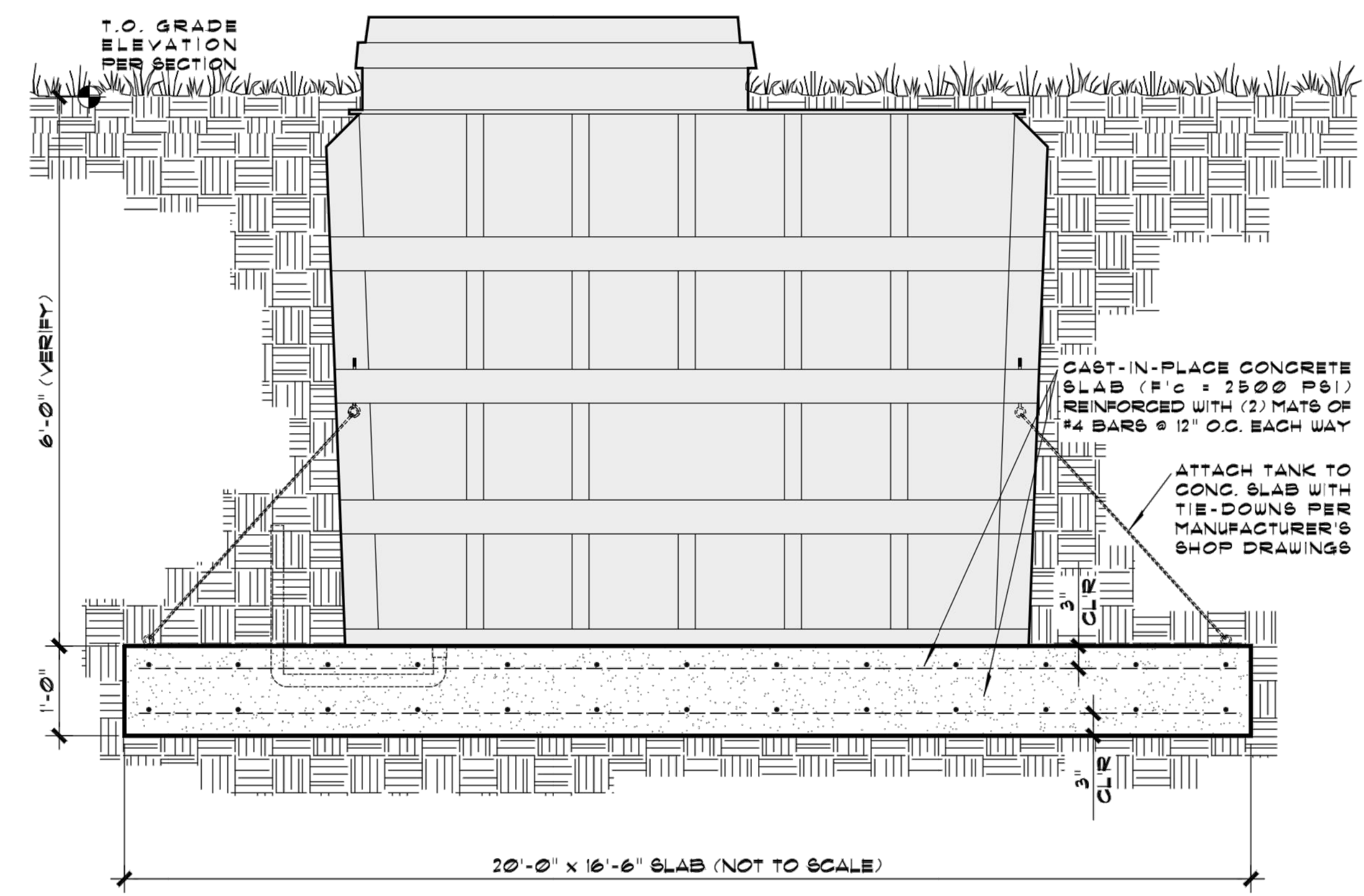


FRONT ELEVATION

SIDE ELEVATION

Q25071

N.T.S.



20'-0" x 16'-6" SLAB (NOT TO SCALE)

BALANCE TANK - Vak Park Shop Drawings

SCALE: 1" = 1'-0" A

Rev.	Date

These details are the sole property of Patrell Engineering Group, Inc. Reproduction, publication or reuse in part or in whole is prohibited without the written consent and approval of Patrell Engineering Group, Inc.

**Patrell**  
Engineering Group, Inc.  
751 Sunny Grove Ln, Glendora, Ca. 91741  
Ph: 626-335-4362 Fax: 626-963-4812  
Website: www.patrell.com

Splash Pad Plans for  
**JUNTOS PARK**  
3135 Drew St. Los Angeles, Ca. 90065  
Ph: 213-485-5054 www.laparks.org  
**Balance Tank Details (Vak Pak)**



3/9/2015 AS SHOWN  
**SP3.3**  
Sheet

NOTE:  
PLANS ARE REDUCED FROM  
SCALE SHOWN ON PLAN

A.R.C. - AQUATIC RECREATION CO.  
is now:  
**aquatix**  
by landscape structures  
AQUATIX  
6500 CARLSON DRIVE  
EDEN PRAIRIE, MN 55346-1729  
PHONE: 952-445-5135  
FAX: 952-345-6444  
www.aquatix.playlsi.com

**CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

REGISTERED PROFESSIONAL ENGINEER  
DOUGLAS R. FERRELL  
No. 32994  
EXP. 8/30/2016  
CIVIL  
STATE OF CALIFORNIA

3/9/2015 AS SHOWN  
**SP3.3**  
Sheet

DATE: BY: \_\_\_\_\_  
NO. REVISIONS: \_\_\_\_\_  
INDEX NO. \_\_\_\_\_  
STRUCTURE NO. \_\_\_\_\_

DESIGN GROUP: \_\_\_\_\_  
ENGINEER: Douglas R. Ferrell LIC. NO. 32994  
DESIGNED BY: XX  
DRAWN BY: J. J.  
CHECKED BY: Amy Altman  
APPROVED BY: Mahmood Karimzadeh, A.I.A. Principal Architect 6-1-17

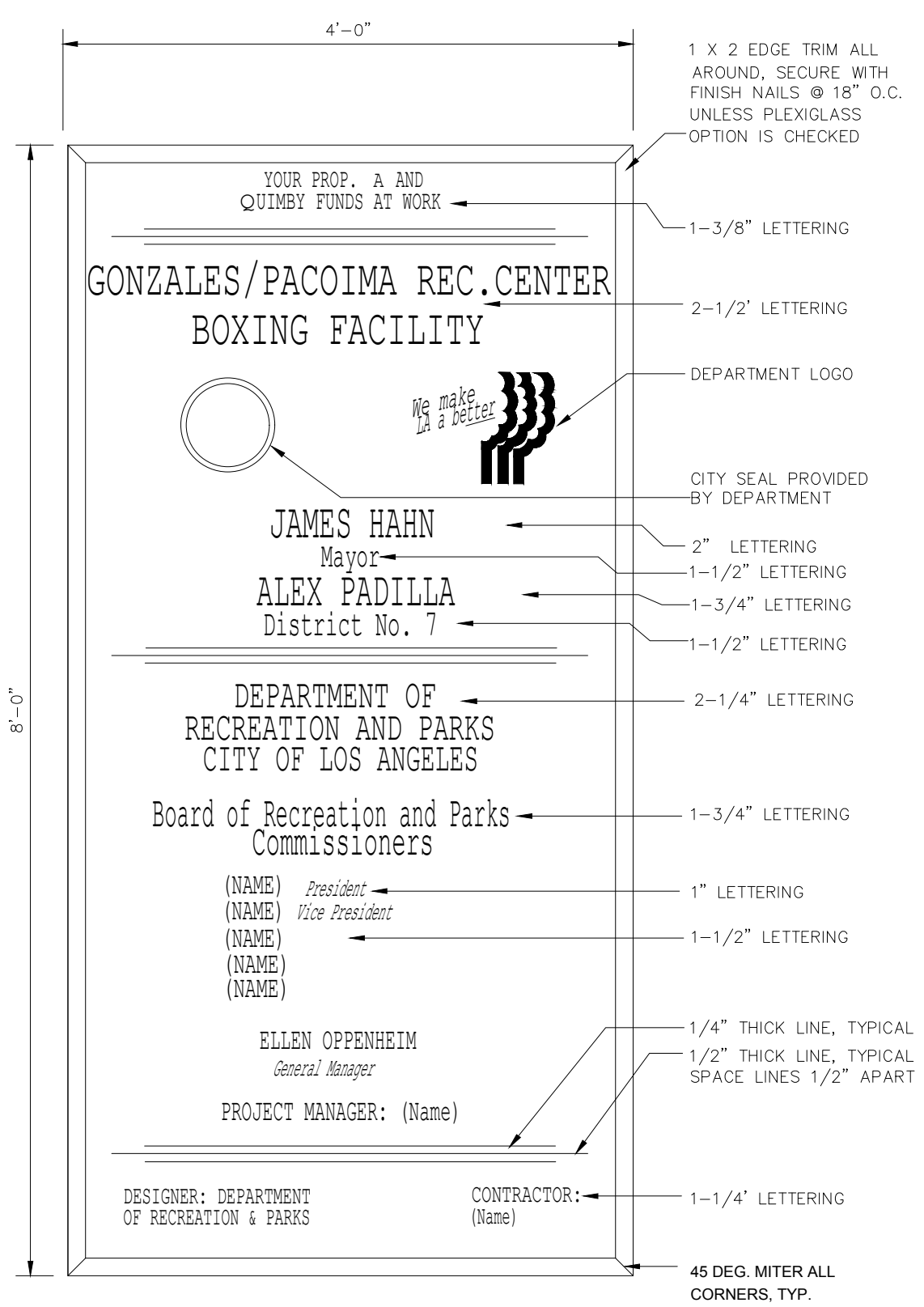
VERTICAL CONTROL: \_\_\_\_\_  
HORIZONTAL CONTROL: \_\_\_\_\_  
SHEET TITLE: BALANCE TANK DETAILS (VAK PAK)  
PROJECT: JUNTOS PARK SPLASH PAD WATER SYSTEM  
ADDRESS: 3135 DREW STREET  
LOS ANGELES, CA.

WORK ORDER NO. \_\_\_\_\_  
DRAWING NO. \_\_\_\_\_  
**SP3.3**  
SHEET 9 OF 12 SHEETS







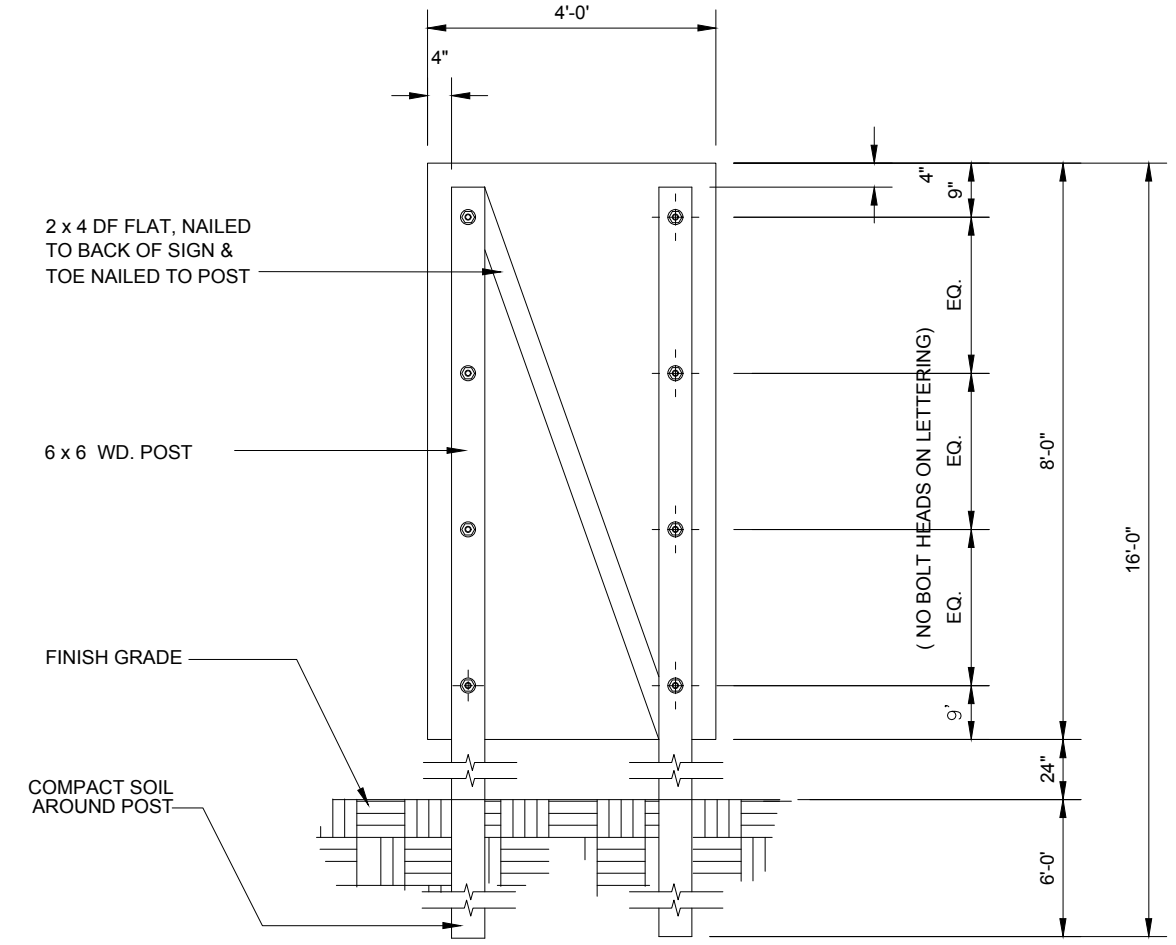


**NOTE TO DESIGNER:**  
 The Park Construction sign detail MUST be modified to reflect the project information. Lines of text will need to be adjusted up or down to accommodate changes.

The following shall be provided:  
 -Funding source or sources (Quimby, Proposition A, A-2, Proposition K, etc)  
 -Name of the Project  
 -Name of the Council member  
 -Number of Council district  
 -Name of Project Manager  
 -Name of the designer

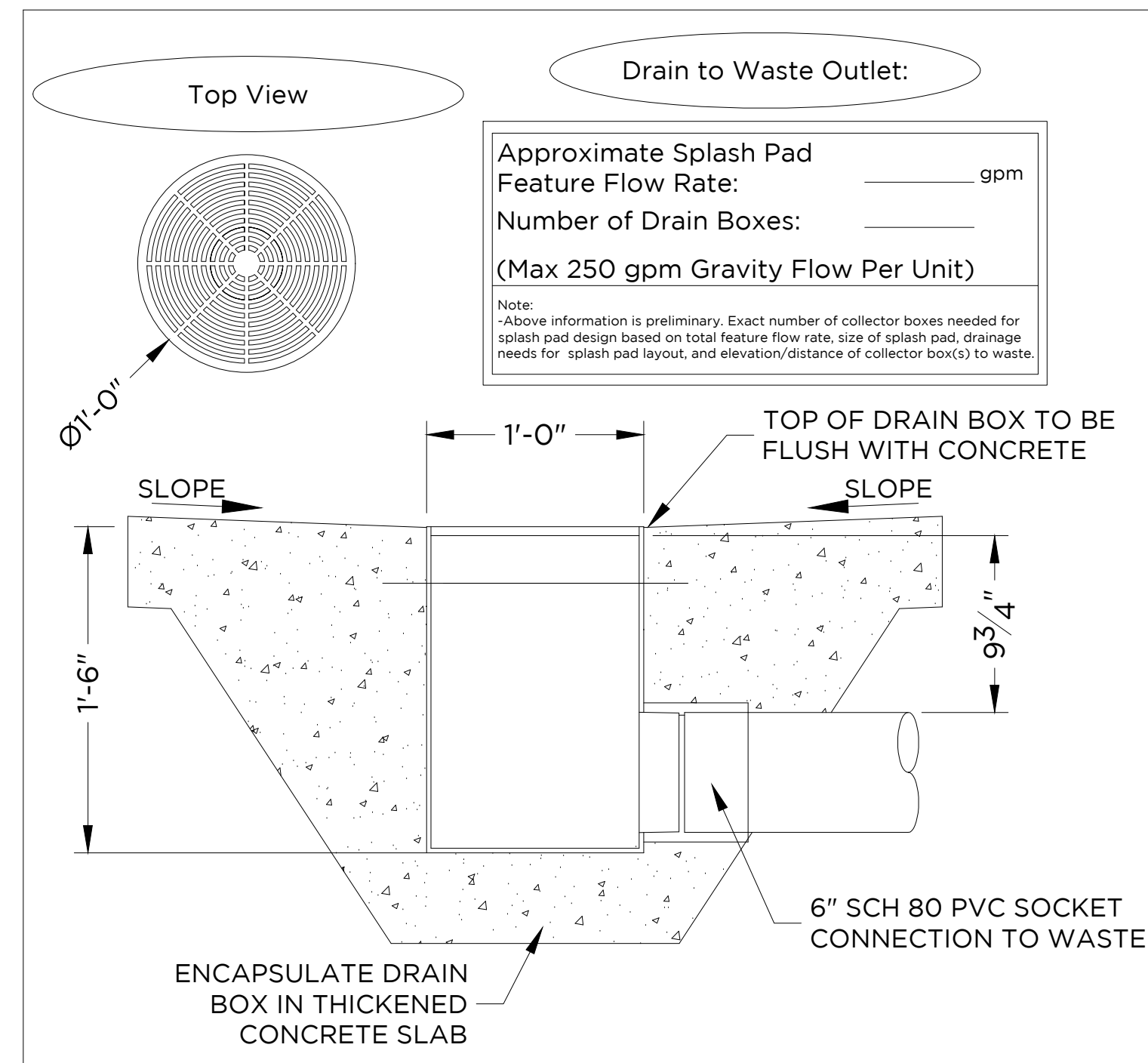
The Contractor will be responsible for providing its own name in the appropriate space

**PARK CONSTRUCTION SIGN & TEXT LAYOUT**



**SIGN CONSTRUCTION VIEWED FROM REAR**

- NOTES:**
- SIGN SHALL BE CONSTRUCTED OF 3/4" ACX PLYWOOD. LETTERING SHALL BE PLACED ON "A" SIDE. 1" X 2" TRIM ALL AROUND. FLAT SIDE TO FACE. SECURE WITH WOOD GLUE AND 1 1/4" LONG WIRE BRADS.
  - PAINT ALL EXPOSED WOOD SURFACES WITH ONE COAT PRIMER AND TWO COATS ENAMEL. PER DUNN-EDWARDS PRINTED SPECIFICATIONS, OR APPROVED EQUAL. COLORS: SIGN TRIM, POST, AND DIAGONAL BRACING-SNOWCAP (WHITE) OR-369 (ALL LETTERING (EXCLUDING CITY SEAL) AND TREE SILHOUETTE DESIGN SHALL BE EMERALD GREEN.
  - SECURE SIGN TO 6X6 POST WITH 1/2" DIAMETER CARRIAGE BOLTS OF SUFFICIENT LENGTH TO SECURE SIGN TO POST. FOUR BOLTS PER POST. PROVIDE GALVANIZED WASHERS UNDER NUTS. DO NOT PALCE BOLTS THROUGH LETTERING.
  - AT COMPLETION OF PROJECT, CONTRACTOR SHALL REMOVE SIGN AND DELIVER TO RECREATION AND PARKS CENTRAL SERVICES YARD, 3900 CHEVY CHASE BLVD, LOS ANGELES.
  - IF BOX TO LEFT CHECKED, ENTIRE FACE OF SIGN SHALL BE COVERED WITH 4'X8'X1/8" SHEET OF CLEAR PLEXIGLASS. SECURE TO FACE OF SIGN WITH 1"X2" EDGE TRIM. SECURE EDGE TRIM WITH NUMBER 12X1-1/4" STAINLESS STEEL FLAT HEAD WOOD SCREWS. SPACE AT 18" ON CENTER AROUND PERIMETER OF SIGN.
  - SEE NOTICE TO CONTRACTORS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



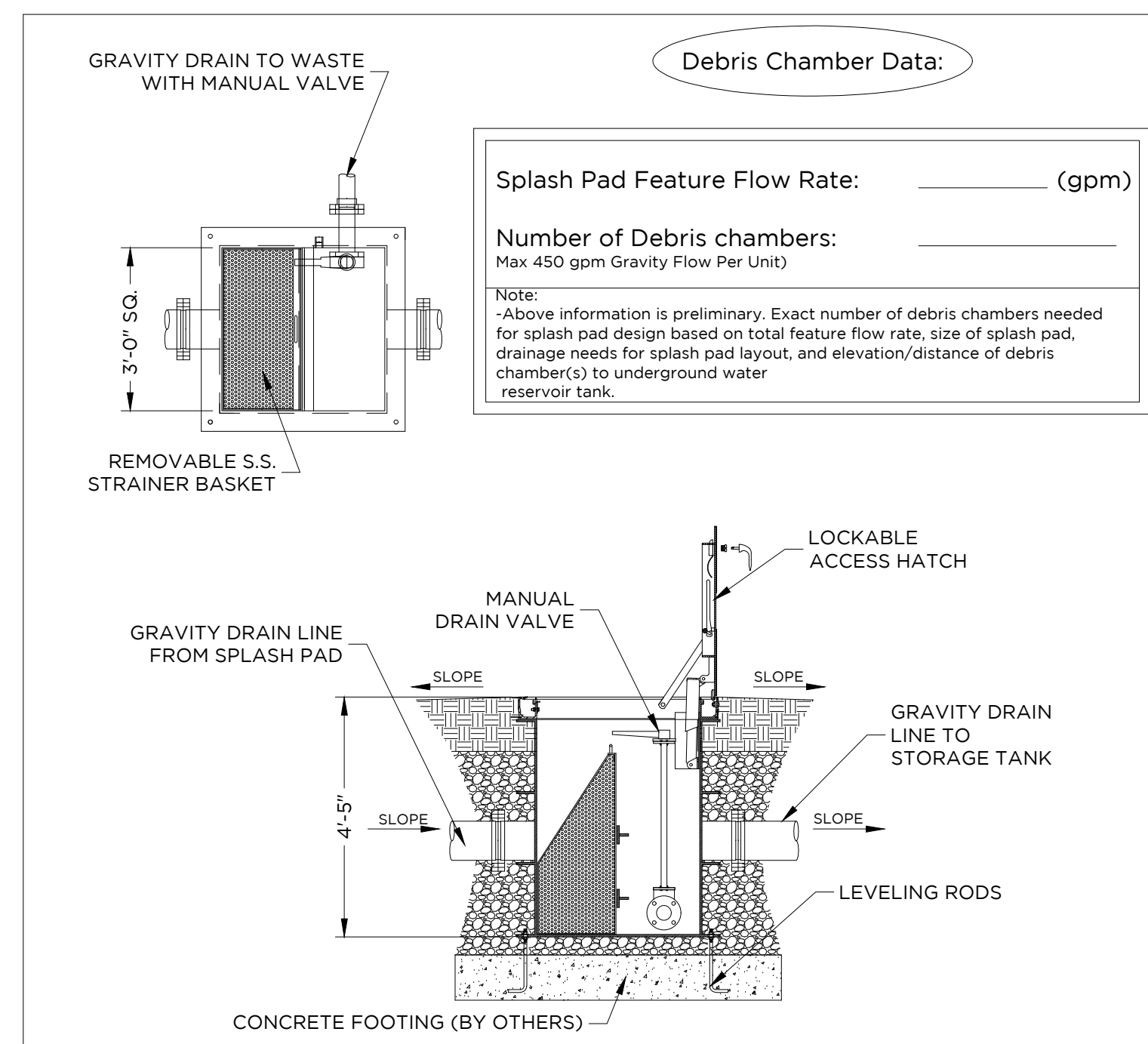
**Drain Box Sizing Chart:**

Selection	Qty.	Model No.	Max. Gravity Flow Rate: (Per Box)	Number of Collector Box Lines:
<input type="checkbox"/>	( )	DB-250-6	250 gpm	( ) 6" Lines

Note: -250gpm MAXIMUM drainage is based on a 1/4" per foot slope from 6" collector box drainage line to waste.

**aquatix** by landscape structures  
 877-632-0503  
 Local 952-445-5135  
 Fax 952-345-6444  
 aquatix.playlsi.com

**DEBRIS WASTE CHAMBER**  
 DRAWN BY: PJ  
 SCALE: 3/8"=1'-0"  
 DATE: 9/21/16



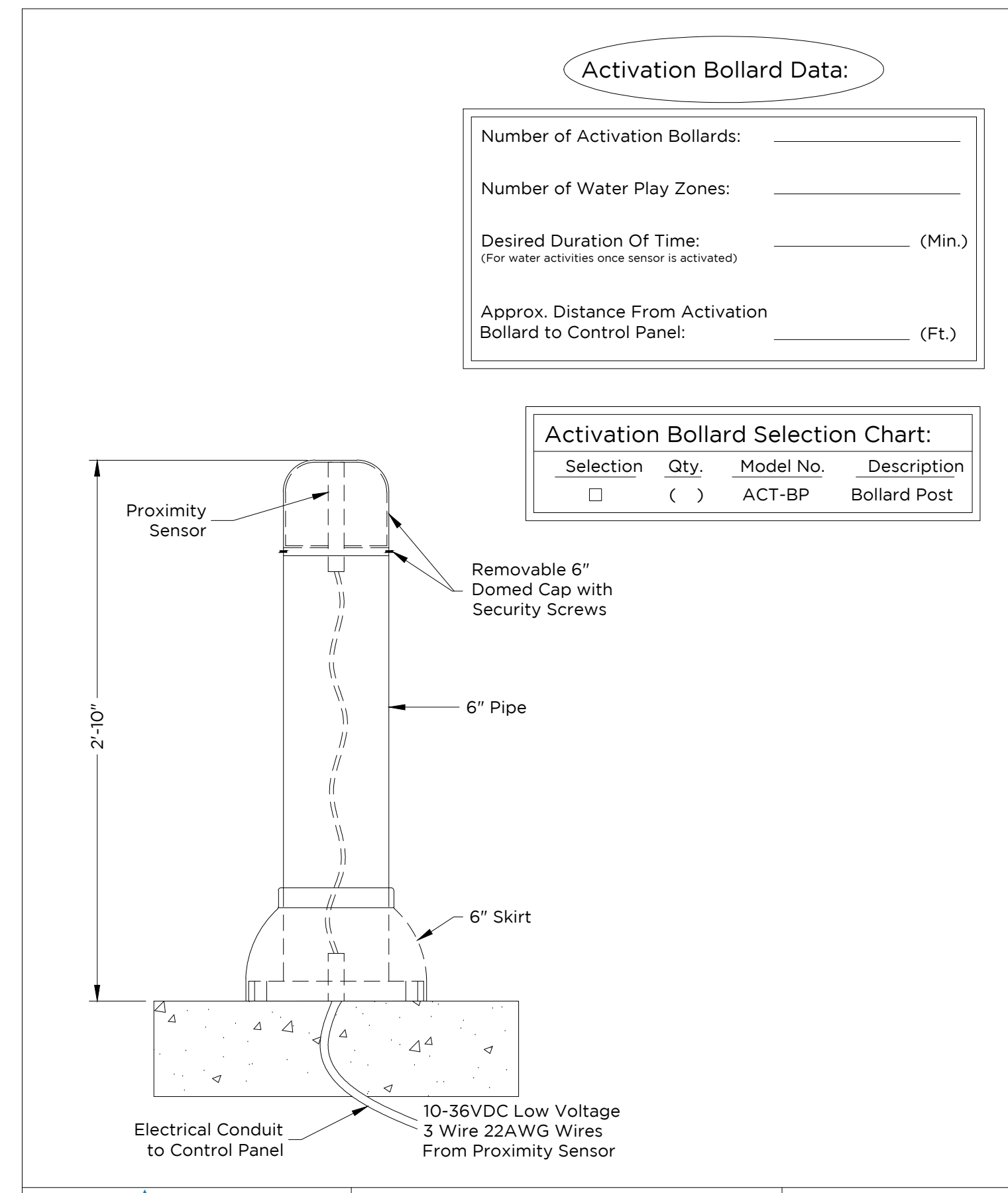
**Debris Chamber Sizing Chart:**

Selection	Qty.	Model No.	Max. Gravity Flow Rate: (Per Box)	Number of Collector Box Lines:
<input type="checkbox"/>	( )	DW-450-8	450 gpm	( ) 8" Lines

Note: -450gpm MAXIMUM drainage is based on a 1/4" per foot slope from Splash pad area to underground water reservoir tank connection.

**aquatix** by landscape structures  
 877-632-0503  
 Local 952-445-5135  
 Fax 952-345-6444  
 aquatix.playlsi.com

**ARCH JET**  
 DRAWN BY: DRE  
 SCALE: 1/4"=1'-0"  
 DATE: 1/25/08



**Activation Bollard Data:**

Number of Activation Bollards: \_\_\_\_\_

Number of Water Play Zones: \_\_\_\_\_

Desired Duration Of Time: \_\_\_\_\_ (Min.)  
(For water activities once sensor is activated)

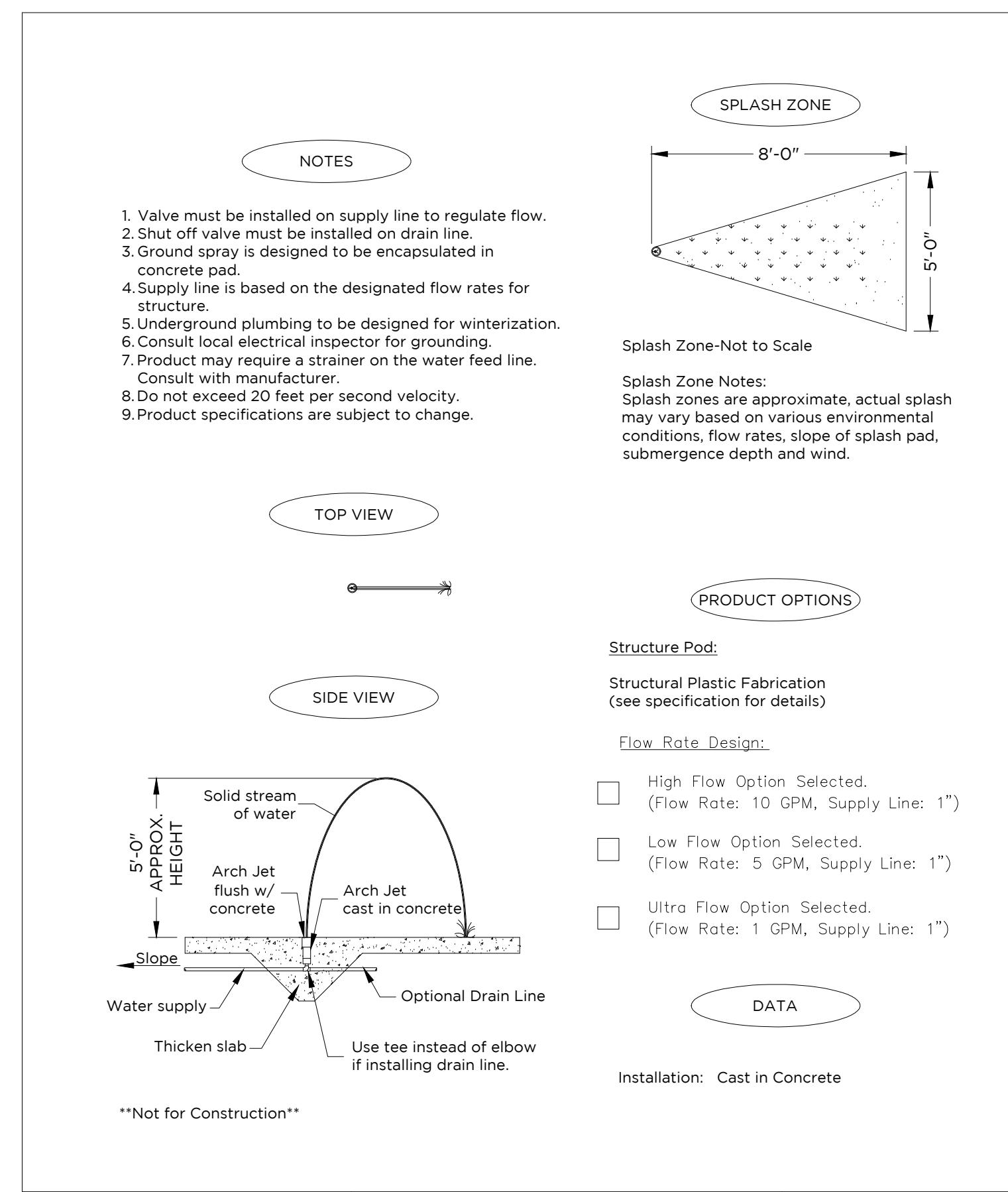
Approx. Distance From Activation Bollard to Control Panel: \_\_\_\_\_ (Ft.)

**Activation Bollard Selection Chart:**

Selection	Qty.	Model No.	Description
<input type="checkbox"/>	( )	ACT-BP	Bollard Post

**aquatix** by landscape structures  
 877-632-0503  
 Local 952-445-5135  
 Fax 952-345-6444  
 aquatix.playlsi.com

**ACTIVATION BOLLARD**  
 DRAWN BY: KML  
 SCALE: 1 1/2"=1'-0"  
 DATE: 2/8/08



**PRODUCT OPTIONS**

Structure Pod:  
 Structural Plastic Fabrication  
 (see specification for details)

Flow Rate Design:

High Flow Option Selected.  
 (Flow Rate: 10 GPM, Supply Line: 1")

Low Flow Option Selected.  
 (Flow Rate: 5 GPM, Supply Line: 1")

Ultra Flow Option Selected.  
 (Flow Rate: 1 GPM, Supply Line: 1")

**DATA**

Installation: Cast in Concrete

**aquatix** by landscape structures  
 877-632-0503  
 Local 952-445-5135  
 Fax 952-345-6444  
 aquatix.playlsi.com

**ARCH JET**  
 DRAWN BY: DRE  
 SCALE: 1/4"=1'-0"  
 DATE: 1/25/08

**NOTE:**  
 PER 1/5/2017 CITY COMMENTS  
 -ALL SPRAY NOZZLES TO BE PLASTIC INSTEAD OF BRASS

-REPLACE MOTORIZED DRAIN VALVE IN DEBRIS CHAMBER WITH MANUAL VALVE W/HANDLE EXTENSION

**CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

**ENGINEERING**  
 CITY OF LOS ANGELES

**REVISIONS:**

NO.	REVISIONS	DATE
1	ADDED 1/5/17 COMMENTS FROM CITY	1/24/17 P.J.

**DESIGN GROUP:** XX  
**ENGINEER:** P.J. Burandt  
**DESIGNED BY:** P.J. Burandt  
**DRAWN BY:** P.J. Burandt  
**CHECKED BY:** Any Altsman  
**APPROVED BY:** Mahmood Karimzadeh, A.I.A. Principal Architect, AA 6-1-17

**PROJECT:** JUNTOS PARK SPLASH PAD WATER SYSTEM  
**ADDRESS:** 3135 DREW STREET, LOS ANGELES, CA.

**WORK ORDER NO.:**

**DRAWING NO.:** SP3.5  
**SHEET 11 OF 12 SHEETS**

REVISION DATE (DESIGNER USE ONLY)



**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Ground spray is designed to be encapsulated in concrete pad.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Product may require a strainer on the water feed line. Consult with manufacturer.
8. Do not exceed 20 feet per second velocity.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**SIDE VIEW**

**PRODUCT OPTIONS**

Structure: Cast Brass Fabrication (see Specification for details)

**DATA**

Flow Range: 10 GPM  
Supply Line: 1" Pipe  
Installation: Cast in Concrete

**MINI PILLAR**

CTS DRAWN BY  
1/4"=1'-0" SCALE  
12/6/12 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Ground spray is designed to be encapsulated in concrete pad.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Product may require a strainer on the water feed line. Consult with manufacturer.
8. Do not exceed 20 feet per second velocity.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**SIDE VIEW**

**PRODUCT OPTIONS**

Structure Pod: Structural Plastic Fabrication (see specification for details)

**DATA**

Flow Rate Design:  
 High Flow Option Selected. (Flow Rate: 10 GPM, Supply Line: 1")  
 Low Flow Option Selected. (Flow Rate: 5 GPM, Supply Line: 1")  
 Ultra Flow Option Selected. (Flow Rate: 1 GPM, Supply Line: 1")

**STREAM JET**

DRE DRAWN BY  
1/4"=1'-0" SCALE  
1/25/08 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Ground spray is designed to be encapsulated in concrete pad.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Product may require a strainer on the water feed line. Consult with manufacturer.
8. Do not exceed 20 feet per second velocity.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**SIDE VIEW**

**PRODUCT OPTIONS**

Structure Pod: Cast Bronze Fabrication (see specification for details)

**DATA**

Flow Range: 7 GPM  
Supply Line: 1" Pipe  
Installation: Cast in Concrete

**JR WATER JEWEL**

CTS DRAWN BY  
1/4"=1'-0" SCALE  
12/6/12 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

**NOTE:**  
PER 1/5/2017 CITY COMMENTS  
-ALL SPRAY NOZZLES TO BE PLASTIC INSTEAD OF BRASS

-REPLACE MOTORIZED DRAIN VALVE IN DEBRIS CHAMBER WITH MANUAL VALVE W/HANDLE EXTENSION

**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Concrete mounting surface for structure installation needs to be level and flat.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Concrete will need to be cured a minimum of 7 days before installing structure.
8. Product may require a strainer on the water feed line. Consult with manufacturer.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**FRONT VIEW**

**PRODUCT OPTIONS**

Structure Arch: Stainless Steel Fabrication (see specification for details)

**DATA**

Flow: 30 GPM  
Supply Line: 2" supply w/ (4) 1" Legs  
Installation: Cast in Concrete

**WATER HOOPS**

CTS DRAWN BY  
1/4"=1'-0" SCALE  
11/29/12 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Concrete mounting surface for structure installation needs to be level and flat.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Concrete will need to be cured a minimum of 7 days before installing structure.
8. Product may require a strainer on the water feed line. Consult with manufacturer.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**FRONT VIEW**

**PRODUCT OPTIONS**

Structure: Structural Plastic Fabrication (see specification for details)

**DATA**

Flow Range: 15 to 30 GPM  
Supply Line: 1/2" Pipe  
Installation: Flange Mount to Concrete

**WATER TENT**

PJ DRAWN BY  
1/4"=1'-0" SCALE  
12/11/09 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

**NOTES**

1. Valve must be installed on supply line to regulate flow.
2. Shut off valve must be installed on drain line.
3. Concrete mounting surface for structure installation needs to be level and flat.
4. Supply line is based on the designated flow rates for structure.
5. Underground plumbing to be designed for winterization.
6. Consult local electrical inspector for grounding.
7. Concrete will need to be cured a minimum of 7 days before installing structure.
8. Product may require a strainer on the water feed line. Consult with manufacturer.
9. Product specifications are subject to change.

**SPLASH ZONE**

Splash Zone-Not to Scale

**TOP VIEW**

**SIDE VIEW**

**PRODUCT OPTIONS**

Structure Stem: Stainless Steel Fabrication (see specification for details)

Structure Skirt: Fiberglass Fabrication (see specification for details)

**DATA**

Flow Range: 5 GPM  
Supply Line: 1" Pipe  
Installation: Flange Mount to Concrete

**STAINLESS STEEL WATER SPRAYER**

PJ DRAWN BY  
1/4"=1'-0" SCALE  
1/29/08 DATE

**aquatix** by landscape structures

877-632-0503  
Local 952-445-5135  
Fax 952-345-6444  
aquatix.playtisi.com

This drawing is issued in confidence for engineering information only. This drawing shall remain the property of Aquatix and may not be reproduced, distributed to a third party, or used to manufacture anything without direct written permission from Aquatix. Unauthorized use shall entitle Aquatix to all damages caused by such use including preparation charges, lost profits, damage to reputation and attorney's fees.

A.R.C. - AQUATIC RECREATION CO. is now:

**aquatix**  
by landscape structures

AQUATIX  
6500 CARLSON DRIVE  
EDEN PRAIRIE, MN 55346-1729  
PHONE: 952-445-5135  
FAX: 952-345-6444  
www.aquatix.playtisi.com

**ENGINEERING**  
CITY OF LOS ANGELES

**BUREAU OF ENGINEERING**

DATE: 1/24/17 P.J.

REVISIONS:  
1. ADDED 1/5/17 COMMENTS FROM CITY

INDEX NO. STRUCTURE NO.

CITY ENGINEER: P.J. Burand  
DESIGNED BY: P.J. Burand  
DRAWN BY: P.J. Burand  
CHECKED BY: Amy Altman  
APPROVED BY: Mahmood Kamrzzadeh, A.I.A. Principal Architect

DESIGN GROUP: XX  
LIC. NO. PJB 1-26-17  
AA 6-1-17

**DEPARTMENT OF PUBLIC WORKS**

**AQUATIX PRODUCT DETAILS**

**JUNTOS PARK SPLASH PAD WATER SYSTEM**

3135 DREW STREET  
LOS ANGELES, CA.

WORK ORDER NO.

DRAWING NO. **SP3.6**

SHEET 12 OF 12 SHEETS

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.





# **GENERAL CONDITIONS**

**FOR**

**CONSTRUCTION**

**OF**

# **JUNTOS PARK SPLASH PAD WATER SYSTEM E170381F**

3135 DREW STREET  
LOS ANGELES, CA 90065



Revision Date: 8/15/2016



**CONTENTS  
GENERAL CONDITIONS**

<u>Article</u>	<u>Page</u>
GENERAL .....	1
1. DEFINITIONS .....	1
CONTRACT DOCUMENTS .....	8
2. SCOPE.....	8
3. AUTHORITY OF THE BOARD OF RECREATION AND PARK COMMISSIONERS, PROJECT MANAGER, AND INSPECTOR .....	8
4. INTENT OF CONTRACT DOCUMENTS .....	8
5. STANDARD SPECIFICATIONS.....	9
6. INTERPRETATION OF PLANS AND SPECIFICATIONS.....	9
7. PRECEDENCE OF CONTRACT DOCUMENTS .....	9
8. ACCURACY OF PLANS AND SPECIFICATIONS.....	10
9. EXAMINATION OF COVERED WORK.....	10
10. UNNOTICED DEFECTS .....	10
11. BUILDING CODES AND REGULATIONS .....	10
12. LENGTH OF WORKDAY AND WORK WEEK.....	10
13. PAYMENT OF EMPLOYEES.....	11
14. CONVICT-MADE MATERIALS .....	11
15. SALES; BUSINESS OR USE TAX.....	11
16. NONDISCRIMINATION IN EMPLOYMENT .....	11
17. APPRENTICE UTILIZATION .....	11
18. LAWS AND REGULATIONS.....	12
19. PERMITS AND CONSTRUCTION EASEMENTS.....	12
20. PARTIES EXCLUDED FROM THE WORK .....	12
21. BUSINESS TAX REGISTRATION CERTIFICATES .....	13
22. FINANCIAL LIABILITY .....	13
THE CONTRACTOR'S RESPONSIBILITIES.....	13
23. CONTRACTOR'S OBLIGATIONS .....	13
24. CONTRACTOR'S REPRESENTATIVE AT THE SITE.....	14
25. FAMILIARITY WITH PLANS AND SPECIFICATIONS.....	14
26. JOB CONDITIONS.....	15
27. RESPONSIBILITY FOR SITE .....	15
28. WORKMANSHIP AND MATERIALS.....	15
29. INJURY AND ILLNESS PREVENTION - SAFETY MEASURES .....	16
30. PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS.....	16
31. NON-CONFORMING WORK .....	18
32. SUBCONTRACTORS AND SUB-SUBCONTRACTORS... <b>NOTE: REVISED AS OF FEBRUARY 12, 2016</b> .....	19

**CONTENTS**  
**GENERAL CONDITIONS**

<u>Article</u>	<u>Page</u>
33. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY.....	23
34. ASSIGNMENT .....	23
35. INDEPENDENT CONTRACTOR .....	23
INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	23
36. INDEMNIFICATION .....	23
37. INSURANCE.....	24
38. SERVICE OF NOTICE.....	28
39. AGENT TO ACCEPT SERVICE.....	28
PROGRESS OF WORK.....	28
40. TEMPORARY SUSPENSION OF WORK.....	28
41. UNAVOIDABLE DELAY.....	29
42. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES.....	30
43. OTHER CONTRACTS .....	30
44. TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT).....	30
45. TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT).....	32
46. PRE-FINAL INSPECTION .....	33
47. FINAL INSPECTION .....	33
48. PARTIAL ACCEPTANCE.....	33
49. FINAL ACCEPTANCE .....	34
50. LIQUIDATED DAMAGES.....	34
51. COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD .....	35
CHANGES TO THE CONTRACT .....	36
52. CHANGES AND EXTRA WORK.....	36
53. DIFFERING SITE CONDITIONS .....	37
LEGAL REQUIREMENTS.....	37
54. CLAIMS AND PROTESTS.....	37
55. COMMENCEMENT OF STATUTE OF LIMITATIONS.....	40
56. GOVERNING LAW .....	40
57. VENUE.....	40
58. NO WAIVER OF RIGHTS .....	40
59. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE .....	40
60. PATENTS AND COPYRIGHTS .....	41
61. PUBLIC RECORDS ACT .....	41

## **GENERAL**

### **1. DEFINITIONS**

The following terms as used in the Contract shall be defined and interpreted as follows:

#### **ADDENDA**

Written documents issued during the bidding period which modify, supersede, or supplement the original Contract Documents.

#### **AGREEMENT**

See "CONTRACT."

#### **AS SHOWN, AS INDICATED, AND AS SPECIFIED**

These words are understood to be followed by the words "in the Contract Documents."

#### **BENEFICIAL USE**

Use of a building, system, structure, or facility by the CITY.

#### **BID**

The offer of the Bidder submitted on the prescribed forms setting forth the price(s) for the Work.

#### **BIDDING PERIOD**

The time period allocated to the Bidder to enable preparation of a Bid or Proposal.

#### **BIDDER**

The person or persons, partnership, firm or corporation submitting a Bid or proposal for the Work defined in the Contract Documents.

#### **BID GUARANTY**

The cash, certified check or Bidders Surety Bond accompanying the Bid as a guaranty that the Bidder will enter into a contract with the RECREATION AND PARK COMMISSION for the performance of the Work.

#### **BOARD OF RECREATION AND PARK COMMISSIONERS**

The Board of Recreation and Park Commissioners, of the City of Los Angeles.

#### **BOND**

Bid bond, performance and payment bond or other instrument of security.

#### **CHANGE ORDER**

A written order to the CONTRACTOR signed by the GENERAL MANAGER directing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or time which is issued after the effective date of the Contract and effects less modification than is effected by a Supplemental Agreement. A Change Order may or may not also be signed by the CONTRACTOR.

#### **CITY**

The CITY of Los Angeles, a municipal corporation.

#### **CLAIM**

A written demand or assertion by one of the parties seeking, as a matter of right, an interpretation of the Contract Documents, payment of money, extension of time or other relief. The party asserting the claim must set forth the facts and circumstances for which the other party is responsible.

#### **CODE**

Codes of the State of California as well as any other Federal or local law, statute, ordinance, rule or regulation.

**CONTRACT**

A binding agreement between the CITY and the CONTRACTOR for the Work described in the Contract Documents.

**CONTRACT COMPLETION DATE**

The date the CITY accepts the entire Work as being in compliance with the Contract Documents, and authorizes the final payment in accordance with the requirements set forth in Article 25, FINAL PAYMENT of the General Requirements.

**CONTRACT DOCUMENTS**

The following documents constitute a part of and comprise the Contract Documents: Agreement, Notice Inviting Bids or Proposals, Instruction to Bidders, Contractor's Bid or Proposal, Special and Supplementary Conditions, General Requirements, Geotechnical Baseline Report (if provided for the in the General Requirements), Federal and State Requirements, Standard and Reference Specifications, Standard Plans, Plans and Specifications, Soil Reports and Subsurface Investigation Reports, Summary of First Notice Replies, Addenda and Notice to Bidders issued prior to the opening of bids, Plan Clarifications, Request for Information, Supplemental Agreements and Change Orders issued after Contract award.

**CONTRACTOR DEFAULT**

See TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) Article of these General Conditions.

**CONTRACT PRICE**

The total amount of money for which the Contract is awarded.

**CONTRACT UNIT PRICE**

The amount stated in the Bid for a single unit of an item of Work.

**CONTRACTOR**

The person or persons, partnership, firm or corporation who enters into the Contract as stipulated in the Agreement awarded by the CITY. Prime Contractor and Contractor shall mean the same.

**CONTRACTOR'S REPRESENTATIVE**

The representative of the CONTRACTOR at the site who shall supervise and direct the construction and who is authorized to receive and fulfill instructions from the PROJECT MANAGER or INSPECTOR.

**DAYS**

Unless otherwise specifically stated, the term "days" will be understood to mean consecutive calendar days.

**EASEMENT**

Permission to access or utilize property not owned by the CITY.

**EQUAL**

See "OR EQUAL".

**GENERAL CONDITIONS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the Work indicated herein.

**GENERAL MANAGER**

GENERAL MANAGER of the Department of Recreation and Parks, or an authorized representative.



## **GENERAL REQUIREMENTS**

Instructions to the CONTRACTOR setting forth its responsibilities and the CITY'S responsibilities for proper execution of the administration and technical aspects of the project indicated herein.

## **GEOTECHNICAL DESIGN SUMMARY REPORT /GEOTECHNICAL BASELINE REPORT (GBR)**

The report that sets forth the geotechnical interpretations regarding anticipated conditions for the design and construction of the project. This report establishes a geotechnical baseline that provides the basis for identification of changed site/ground conditions.

## **GEOTECHNICAL SITE ASSESSMENT**

SEE A GEOTECHNICAL DESIGN SUMMARY REPORT.@

## **HOLIDAY**

Those holidays and dates observed by the CITY. A list of such holiday dates is available from the RECREATION AND PARK COMMISSION Office.

## **IMMEDIATELY NOTIFY**

The obligation to cause verbal notification of some condition or event as soon as possible upon discovery or knowledge of the condition or event and in all instances, no more than two (2) hours.

## **INSPECTOR**

The Inspector of Public Works, the Director of the Bureau of Contract Administration, or an authorized representative(s) located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015.

## **JOBSITE**

The area upon or in which the CONTRACTOR'S operations are carried on and such other areas adjacent thereto as may be designated as such by the Contract Documents.

## **LAW**

Any Federal, State or local law, statute, ordinance, rule, regulation or code.

## **LIQUIDATED DAMAGES**

The amount the CONTRACTOR shall pay to the CITY, as determined by rates and amounts as fixed and agreed in the Contract Documents, due to the CONTRACTOR'S failure to complete the Work or submit the schedule within the time specified, or for non-compliance with other specified requirements.

## **MODIFICATIONS**

Includes Change Orders and Supplemental Agreements. A modification may only be issued after the effective date of the Contract.

## **NON-CONFORMING WORK**

Non-conforming Work is Work which does not conform in all respects to all requirements in the Contract Documents, including damaged Work and damaged materials, without respect to the causes or nature of such lack of conformity.

## **NOTICE OF AWARD**

The written notice by the CITY to the successful Bidder stating that upon compliance by the successful Bidder of required conditions, the City will execute the Contract.

## **NOTICE TO BIDDERS**

A notice included in the bidding documents that informs prospective bidders of the bidding procedures and the opportunity to submit a bid.

**NOTICE TO CONTRACTOR**

The written notice by the CITY to the CONTRACTOR which officially advises on direction and provides information pertinent to the Contract.

**NOTICE TO PROCEED**

The written notice by the CITY to the successful Bidder stating that the Work or portions of the Work may commence.

**NOTICE TO WITHHOLD**

The written notice by the CITY to the CONTRACTOR advising that certain payments shall be withheld due to unacceptable execution of the Work by the CONTRACTOR.

**OR EQUAL**

The product, equipment, or material which is proposed by the CONTRACTOR for use in the Work which in the sole judgment of the PROJECT MANAGER is equal to, better than and as suitable as the product or material specified in the Contract Documents as to function, performance, reliability, quality, and general configuration.

**PARTIAL ACCEPTANCE**

Any portion of the Work which has been completed in accordance with the plans and specifications and has been accepted in writing by the PROJECT MANAGER and the INSPECTOR on the "Statement of Partial Completion" form.

**PLANS OR DRAWINGS**

The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, issued or approved by the PROJECT MANAGER, which show the location, character, dimensions or details of the Work.

**PROJECT**

The Work and/or construction operations executed through the performance of this Contract.

**PROJECT MANAGER**

The authorized representative of the GENERAL MANAGER.

**PROTEST**

See definition of Claim.

**REFERENCE SPECIFICATIONS**

Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, PROJECT MANAGER societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project, adopted by the RECREATION AND PARK COMMISSION, if applicable, unless specifically referred to by edition, volume, or date.

**RIGHTS OF ENTRY**

Written permission from an owner of a facility or property to access the facility or property for a specific purpose.

**RIGHT OF WAY**

Rights of way, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required in addition to those provided by the CITY. The

CONTRACTOR shall indemnify and hold the CITY harmless from all claims for damages caused by such actions.

### **SPECIAL PROVISIONS**

Any provision which supplements or modifies the Specifications.

### **SPECIFICATIONS**

The Contract Documents and revisions to it which were prepared to specifically describe the commercial, legal, technical and nontechnical requirements of the project. Specifications include but are not limited to Terms, Provisions, General Conditions, General Requirements, Special Provisions, Technical Specifications, Equipment Schedules, and all revisions made to the specifications in Addenda, Notice To Bidders, and Change Orders or Modifications, signed by the GENERAL MANAGER.

### **STANDARD PLANS**

Details of standard structures, devices or instructions referred to on the plans or in the specifications by title or number issued by the CITY.

### **STANDARD SPECIFICATIONS**

Documents, Materials and items specified in Article 5 of these General Conditions.

### **STARTUP**

That stage of performance testing as defined in the specifications which use the actual process fluid, material, or medium for a specified number of days of continuous operation without major interruptions and prior to acceptance by the CITY.

### **SUBCONTRACTOR**

A "Subcontractor" is a contractor who is licensed pursuant to California Business and Professions Code, Section 7000 *et seq.* and who contracts directly with the prime CONTRACTOR. The Subcontractor performs some part of the Work of the Contract. A Subcontractor does not have any direct contract with the CITY related to the project.

### **SUB-SUBCONTRACTOR**

A "Sub-subcontractor" is a Subcontractor, within the definition of that term, who has a contract with a Subcontractor and has no Contract with the City related to the project.

### **SUPERVISOR**

The designated individual who is responsible for the proper execution or installation of some portion or portions of the Work. The SUPERVISOR reports directly or indirectly to the CONTRACTOR'S REPRESENTATIVE.

### **SUPPLEMENTAL AGREEMENT**

A written amendment of the Contract Documents which modifies the Contract in price or scope by a percentage which is more than can be accomplished by a Change Order and signed by the CITY and the CONTRACTOR.

### **SUPPLIER**

An individual, organization, or firm who is not required for the purposes of the Work to be licensed pursuant to California Business and Professions Code as a CONTRACTOR, Subcontractor, or Sub-subcontractor, within the meanings of those terms as defined herein above, who provides equipment and/or materials for the Work, to the CONTRACTOR, a Subcontractor, or a Sub-subcontractor, including that fabricated to a special design, but who does not perform labor at the site except for labor or labor supervision required by some manufacturers as part of their equipment installation for warranty or other purposes. The term "supplier" also includes fabricator, manufacturer, or vendor.

## **SURETY**

Any individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.

## **TERMS**

Unless otherwise stated, the words "directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory," or words of like meaning, refer to actions, statements, judgments, conclusions, and decisions within the responsibility of the PROJECT MANAGER or the INSPECTOR.

## **UNAVOIDABLE DELAY**

Delay arising from causes beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors at all tiers.

## **UTILITY**

Tracks, overhead or underground wires, cables, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way, private easement, or jobsite.

## **VOLUME I**

Are the items in the bid package entitled "CITY OF LOS ANGELES, CALIFORNIA, DEPARTMENT OF RECREATION AND PARKS INSTRUCTION TO BIDDERS, PROPOSAL, AFFIDAVIT AND BOND FOR..." inclusive.

## **VOLUME II**

Are the items in the bid package entitled "CONTENTS GENERAL CONDITIONS", "CONTENTS GENERAL REQUIREMENTS", and any specifications and attachments inclusive.

## **WORK**

Includes all material, labor, utility services, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances and specified services necessary to perform and complete the Contract; and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in place."

## **WORKSITE**

See "JOBSITE."

## **WORKDAY**

Any day within the period between the start of the Contract time and the date provided in the Contract for completion or the date established in the Statement of Completion by the CITY acknowledging that all Work under the contract is complete, whichever occurs last, other than:

- Saturday,
- Sunday,
- any day designated as a holiday by the CITY, and,
- any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a Contractor's Association,
- any day the CONTRACTOR is prevented from working for cause as established by UNAVOIDABLE DELAY of these General Conditions; and,

- any day the Contractor is prevented from working during the first five (5) hours of the workday with at least sixty percent (60%) of the normal Work force from cause as established by an Unavoidable Delays of these General Conditions.

## CONTRACT DOCUMENTS

### 2. SCOPE

- A. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, and for furnishing all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail sketches as may be furnished by the PROJECT MANAGER from time to time during the construction in explanation of said drawings. The items shall be complete and all Work, material, and services not expressly called for in the Specifications, or not shown on the drawings, which may be necessary for complete and proper construction to carry out the Contract in good faith shall be performed, furnished, and installed by the CONTRACTOR at no increase in cost to the CITY.
- B. The Work required by the Contract shall be completed within <<Enter Number of Days in Words>> (<<Enter Number>>) calendar days of the date specified by the General Manager in the notice to proceed with the work. The Contract completion time shall consist of <<Enter Number of Days in Words>> (<<Enter Number>>) calendar days for construction, and <<Enter Number of Days in Words>> (<<Enter Number>>) calendar days for maintenance.

### 3. AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER, AND INSPECTOR

The GENERAL MANAGER, RECREATION AND PARKS has the final authority in all matters affecting the Work. The CONTRACTOR shall promptly comply with instructions from the PROJECT MANAGER or the INSPECTOR.

On all questions relating to quantities, the acceptability of material, equipment, or Work, the execution, progress or sequence of Work, and the meaning of specifications or drawings, the decision of the PROJECT MANAGER is final and binding, and shall be precedent to any payment under the Contract, unless otherwise ordered by the BOARD OF RECREATION AND PARKS.

The PROJECT MANAGER is authorized to require performance of the Work consistent with the meaning of the plans and specifications and to approve necessary additive changes in Plans up to a maximum as authorized by the Recreation and Park Commission. The PROJECT MANAGER may initiate changes in Plans or scope of Work, regardless of cost, for submission to the RECREATION AND PARK COMMISSION for its approval.

The INSPECTOR is authorized to enforce compliance with Plans and Specifications, to determine the acceptability of materials and workmanship, administer requirements with respect to subcontracts, and to prepare and process progress payment estimates. In the event of a dispute between the CONTRACTOR and the INSPECTOR, the latter is authorized to reject materials or suspend the Work until any questions at issue can be referred to and decided by the RECREATION AND PARK COMMISSION or, in design matters, by the PROJECT MANAGER.

The INSPECTOR may sample and test all materials to be incorporated into the Work. The INSPECTOR may delegate this authority to sample materials and perform tests to the Department of General Services, Standards Division, or other approved agencies, the CONTRACTOR will pay for testing.

### 4. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Documents is to include all Work consistent therewith and reasonably inferable therefrom as being necessary for completion of the Contract. Materials or Work described in words that indicate the proper execution and a well known technical or trade designation shall be held to refer to such recognized standards.

It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between the PROJECT MANAGER or the INSPECTOR and the CONTRACTOR.

## 5. STANDARD SPECIFICATIONS

The applicable portions of the Standard Specifications for Public Works Construction (SSPWC) shall become part of these Contract Documents, and unless otherwise specified, all Work and materials shall conform to the Standard Specifications as modified by the corresponding issue of Standard Plan No. S-610 as amended or revised and adopted by the RECREATION AND PARK COMMISSION in effect on the date of advertising for bids.

## 6. INTERPRETATION OF PLANS AND SPECIFICATIONS

Every part of the Contract, as shown on the Plans and described in the Specifications, must be completed and finished. No deviations are to be made from the Plans or Specifications without previous written authorization from the PROJECT MANAGER.

In general, the Plans will show dimensions, positions and type of construction, and the Specifications will define materials, quantities, and if indicated, required methods of construction. Any Work called for on the Plans and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

The Plans have been drawn to the indicated scales except where otherwise noted. Dimensions indicated by figures or numerals shall govern in all cases whether drawn to scale or not. Larger scale drawings shall take precedence over smaller scale drawings. Drawings shall not be scaled for dimensions.

The general character of the detailed Work is shown on the Contract drawings, but minor modifications may be made in larger scale drawings. The PROJECT MANAGER will furnish additional details, when needed, to more fully explain the Work, and the same shall be considered part of the Contract.

Where on any drawings, a portion of the Work is drawn out or detailed and the remainder is indicated in outline, the drawn out or detailed parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the Work, unless otherwise indicated.

References made to other specifications and codes refer to the edition including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date as noted in the Contract Documents.

The CONTRACTOR shall furnish and install all equipment and materials required to complete installations whether or not the quantities are specifically shown, called out, or reflected in the Contract Drawings.

## 7. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, the highest precedence shall be given to Permits from the other agencies as may be required by law and decreasing order as follows:

1. Permits from other agencies as may be required by law
2. Agreement
3. Special Provisions
4. General Conditions
5. Specifications - Division 01: General Requirements
6. Specifications - Divisions 02 - 17
7. Geotechnical Site Assessment
8. Drawings
9. Standard Plans
10. Standard Specifications
11. Reference Specifications



## 12. Reference Drawings

Supplemental Agreements, Change Orders, PROJECT MANAGER'S written interpretations and clarifications, Notice to Bidders and Addenda, in the precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scaled dimensions.

Detailed Drawings, including Process and Instrumentation Drawings (P & ID's), will take precedence over general Drawings.

## 8. ACCURACY OF PLANS AND SPECIFICATIONS

Omissions from the Plans and Specifications shall not relieve the CONTRACTOR from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications. If the CONTRACTOR is of the opinion that it will incur costs above and beyond what would reasonably be anticipated in meeting the above requirements, it shall inform the PROJECT MANAGER in writing within twenty (20) calendar days after discovering the omission and before starting the Work.

The Plans show conditions as they are supposed or believed by the PROJECT MANAGER to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the CITY or its officers, that such conditions are actually existent, nor shall the CITY, or any of its officers, be liable for any loss sustained by the CONTRACTOR as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in Article 53, Differing Site Conditions of these General Conditions.

## 9. EXAMINATION OF COVERED WORK

If any Work is covered without inspection, approval or consent of the INSPECTOR, and examination is required by the INSPECTOR, it shall be uncovered at the CONTRACTOR'S sole expense.

Examination of covered Work may be ordered by the PROJECT MANAGER and if so ordered, the Work shall be uncovered by the CONTRACTOR. If such Work is found to be in accordance with the Contract Documents, the CITY will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the CONTRACTOR shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the CONTRACTOR.

## 10. UNNOTICED DEFECTS

Any non-conformity in the Work that is discovered before Contract Completion, or before final payment has been made, or during the guarantee period, shall be removed and replaced by the CONTRACTOR with Work which conforms to the provisions of the Contract Documents. Failure on the part of the PROJECT MANAGER or the INSPECTOR to condemn or reject non-conforming Work shall not constitute acceptance or implied acceptance of such Work.

## 11. BUILDING CODES AND REGULATIONS

The CONTRACTOR shall perform the Work in accordance with the requirements of the Los Angeles City Building Code and all other regulations, laws, and ordinances, even though such requirements are not specifically mentioned in the Specifications or shown on the drawings.

It is not the responsibility of the CONTRACTOR to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the CONTRACTOR observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the PROJECT MANAGER in writing, and any necessary changes shall be accomplished by issuance of a Change Order.

If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the PROJECT MANAGER, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

## 12. LENGTH OF WORKDAY AND WORK WEEK

Eight (8) hours of labor shall constitute a calendar day's work for employees of the CONTRACTOR under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

A working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the PROJECT MANAGER or the RECREATION AND PARK COMMISSION or revised by CITY Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as provided in the California Code and the CITY's code requirements.

### **13. PAYMENT OF EMPLOYEES**

The CONTRACTOR and each Subcontractor shall pay each employee engaged in Work on the project under this Contract in compliance with the Federal and State wage provisions indicated on the appropriate page of the Proposal (General Instruction and Information for Bidders), and LENGTH OF WORKDAY AND WORK WEEK of these General Conditions.

The certified payroll and the Statement of Compliance shall be submitted to the INSPECTOR by the CONTRACTOR and all Subcontractors performing Work on the project, regardless of dollar amount or type of contract.

If there is a difference between the Federal and State minimum wage rates for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate.

When the CONTRACTOR intends to use a craft or classification not shown on the general prevailing wage determinations, it will be required to pay the wage rate of that craft or classification most closely related to it as shown in the general prevailing wage determinations. In case of disagreement between the CONTRACTOR and the CITY, the INSPECTOR shall make the final determination as to the prevailing wages for the Work.

### **14. CONVICT-MADE MATERIALS**

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this Contract.

### **15. SALES; BUSINESS OR USE TAX**

Purchases of materials and equipment which will be incorporated or installed permanently in the Contract Work, or which will be used in the operation of the CONTRACTOR or Subcontractors, and not incorporated in the Contract Work, are not exempt from City of Los Angeles and California State Sales or Use Taxes as applicable. The CITY shall consider any required business taxes to be included in the overhead costs of the CONTRACTOR.

### **16. NONDISCRIMINATION IN EMPLOYMENT**

The CONTRACTOR shall comply with all of the provisions of the Los Angeles Administrative Code, Mandatory Provision Pertaining to Nondiscrimination in Employment.

The CONTRACTOR shall submit Monthly Ethnic Composition of Work Force Reports to the INSPECTOR indicating the number of employees in the various work categories and ethnic groups and gender on forms furnished by the CITY. Failure to furnish the reports shall constitute grounds for the CITY to withhold the progress payment.

Nondiscrimination Clause: "The CONTRACTOR shall not discriminate during the performance of this Contract against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap." The CONTRACTOR shall include in all subcontracts awarded under this Contract the same Nondiscrimination Clause.

If conflicts exist between these provisions and the Federal Rules and Regulations governing the same, the more stringent requirements shall prevail.

### **17. APPRENTICE UTILIZATION**

Any Contract awarded hereunder will require the CONTRACTOR to comply with the provisions of the California Labor Code relating to apprentice employment and training; and will require the CONTRACTOR to assume full responsibility for compliance with said section with respect to all Apprenticing Occupations involved in the Project. (Compliance with said Apprentice Utilization provisions of the Labor Code is not required for Public Works Contracts involving less than \$30,000 or less than twenty (20) Working days in duration).

## **18. LAWS AND REGULATIONS**

The CONTRACTOR shall observe and comply with all Federal, State, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the PROJECT MANAGER. The CONTRACTOR shall indemnify and save harmless the CITY, and its officers, agents, and employees, against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by itself or by its employees or subcontractors as stated in these Contract Documents. Any particular law or regulation specified or referred to elsewhere in these specifications shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of Federal, State, and local laws and regulations.

## **19. PERMITS AND CONSTRUCTION EASEMENTS**

The CONTRACTOR shall anticipate, obtain and pay for all permits, excluding the General Building Permit, necessary for performance of the Work.

The CONTRACTOR shall obtain and pay all costs incurred and submit to the PROJECT MANAGER copies of all permits required for the construction and installation of all Work called for on this project. All costs shall be included in the CONTRACTOR'S bid. The permit list to be obtained by the CONTRACTOR shall include, but not be limited to the following:

1. Night Work, hauling, overload, grading, excavation, demolition, foundation, and associated building permits.
2. Electrical permits.
3. Mechanical permits.
4. Plumbing permits.
5. South Coast Air Quality Management District permits.
6. Fire sprinkler permit.
7. All Federal, State, County and CITY issued permits.

Rights of ways, easements, or rights of entry for the Work will be provided by the CITY. The CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of Work areas and facilities temporarily required which are necessary in addition to those provided by the CITY. The CONTRACTOR shall indemnify and hold the CITY harmless for all claims for damages caused by such actions.

## **20. PARTIES EXCLUDED FROM THE WORK**

Lists of individuals, firms and organizations which have been debarred, suspended or have voluntarily excluded themselves from Federal Procurement and Non Procurement Program is maintained by US General Services Administration. A copy can be obtained from Superintendent of Documents, US Government Printing Office, Washington, DC 20402, Tel: (202) 783-3238.

The CITY will not conduct business with an individual, firm or organization, and the CONTRACTOR shall not employ or otherwise utilize any Subcontractor, supplier or equipment vendor at any tier which is on the U.S. General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs". The CONTRACTOR shall not utilize or otherwise employ any subcontractors or suppliers on the CITY's list of nonresponsible bidders maintained by the General Services Division of the Bureau of Contract Administration.

## 21. BUSINESS TAX REGISTRATION CERTIFICATES

The CONTRACTOR represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City Business Tax Ordinance. The CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not cause or allow any such Certificate to be revoked or suspended.

The CITY requires all firms that have business activity within the City of Los Angeles to pay CITY business taxes.

Payments for goods or services will be withheld unless proof of tax compliance is provided to the CITY. All firms and individuals that do business with the CITY will be required to provide a Business Tax Registration Certificate number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services.

The Tax and Permit Division of the City Clerk's Office has the sole authority to determine whether a firm is covered by business tax requirements.

## 22. FINANCIAL LIABILITY

The CITY's liability under this Contract shall not exceed the CITY's appropriation to fund the Contract at the time of Contract award. However, if the CITY shall appropriate funds for any successive years, the CITY'S maximum liability shall not exceed the extent of such appropriation, subject to the terms and conditions of this Contract.

## THE CONTRACTOR'S RESPONSIBILITIES

### 23. CONTRACTOR'S OBLIGATIONS

Only competent workers shall be employed on the Work. Any worker, at the journey level or above, employed on the Work shall have a current license or certificate as required for the type of Work being performed, issued by the Department of Building and Safety of the City of Los Angeles and any such other organization as required.

Any person or subcontractor employed who is found by the PROJECT MANAGER AND/OR INSPECTOR to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

The CONTRACTOR, at its sole cost and expense, shall perform all labor and services and furnish all the materials, tools, and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the Work required, in the manner and within the time stipulated in these specifications. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and such temporary works as may be required. If, at any time before the commencement or during the progress of the Work or any part of it, the CONTRACTOR'S methods or appliances appear to the PROJECT MANAGER or the INSPECTOR to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the PROJECT MANAGER or the INSPECTOR may order the CONTRACTOR to increase their safety and efficiency or to improve their character, and the CONTRACTOR shall comply with such orders at its own expense. Neither the making of such demands by the PROJECT MANAGER nor the failure to make such demands shall relieve the CONTRACTOR of its obligation to secure the safe conduct of the Work, the quality of Work required, nor the rate of progress stipulated in the Contract. The CONTRACTOR shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. All of the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the PROJECT MANAGER or the INSPECTOR as given from time to time during the progress of the Work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The CONTRACTOR shall complete the entire Work to the satisfaction of the PROJECT MANAGER and INSPECTOR and in accordance with the Specifications and drawings herein mentioned, at the prices fixed in the Contract.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the CONTRACTOR shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the

CONTRACTOR fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the PROJECT MANAGER may require an increase in progress at any point or points or a modification of plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the CITY to terminate the Contract.

#### **24. CONTRACTOR'S REPRESENTATIVE AT THE SITE**

A technically qualified and English-speaking project representative shall be designated in writing as the CONTRACTOR'S representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion. The CONTRACTOR'S project representative shall be assigned full time and exclusively to this project. Alternate representatives with qualifications equal to or better than the previous representative may be designated. The CONTRACTOR'S representatives shall have at least five (5) years of verifiable experience as the person primarily responsible for supervision of the Work on projects of the same or similar size and nature as this project. Within five (5) days after the Notice of Award the CONTRACTOR shall provide a statement to the PROJECT MANAGER with the following:

1. Identification and resume, showing the qualifications and experience of the CONTRACTOR'S representative and the alternate appointed to act in the place of the CONTRACTOR'S representative.
2. References of not less than two (2) previous projects on which the CONTRACTOR'S representative and the alternate had supervisory responsibility on a project of a similar nature and at least one-half or more of the cost of this project. Such references shall include names, addresses, and telephone numbers of owner representatives who worked on the project as well as project information such as project type, size, location and duration.

The PROJECT MANAGER reserves the right to disapprove any candidate named as the CONTRACTOR'S representative or alternate who fails to meet the provisions set forth herein. The PROJECT MANAGER reserve the right to remove, without any right to work on the project, either the CONTRACTOR'S representative or alternate, who in the sole opinion of the PROJECT MANAGER has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the CONTRACTOR'S representative or alternate leave the employ of the CONTRACTOR, the CONTRACTOR will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

The CONTRACTOR'S representative or alternate shall have full authority to act on behalf of the CONTRACTOR, including, but not limited to final approval of Change Orders and Supplemental Agreements. All directions given by the PROJECT MANAGER to said representative or alternate shall be considered as having been given to the CONTRACTOR. Such instructions given by the PROJECT MANAGER to the CONTRACTOR'S representative or alternate will be confirmed in writing. All instructions and directions given by the PROJECT MANAGER or the INSPECTOR will be limited to matters properly falling within the PROJECT MANAGER'S or the INSPECTOR'S authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR'S representative or alternate shall be present at the site of the Work at all times while Work under the Contract is in progress. Failure to observe this requirement shall constitute suspension of the Work by the CONTRACTOR, until such time as said representative or alternate is again present at the site, and no payment will be allowed for any Work performed in the absence of said representative or alternate. Work performed in violation of these provisions shall be removed and reconstructed, re-fabricated, or reinstalled under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the CONTRACTOR for slowdown, delays, idled equipment, or any other costs incurred by the CONTRACTOR as the direct or indirect result of such suspension.

Whenever the Work is defined as being suspended under the provisions of this Article, any such suspension in excess of ten (10) calendar days shall constitute just cause for the CITY to terminate the Contract under the provisions of TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT) of these General Conditions.

#### **25. FAMILIARITY WITH PLANS AND SPECIFICATIONS**



It shall be the responsibility of the CONTRACTOR to be thoroughly familiar with all details of the Project, including the Work of CONTRACTOR'S forces and all Subcontractors. The CONTRACTOR shall call the following to the attention of both the PROJECT MANAGER and the INSPECTOR in writing within twenty-four (24) hours of discovery, before any Work is performed:

1. Errors and omissions in the Plans and Specifications;
2. Work on the Plans or in the Specifications which, if so constructed, would result in a conflict or interference with other Work or the Work of other trades, including the location of fixtures and equipment;
3. Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the CONTRACTOR of any claim for delay or other damages occasioned by such defect. If the CONTRACTOR proceeds with the Work without instructions from the PROJECT MANAGER, the incorrect Work shall be removed and corrections made to comply with the PROJECT MANAGER'S instructions, at no cost to the CITY. The requirements of this Article are applicable to typographical errors in the Specifications and notational errors on the Plans where ambiguity or inadequate description exists.

## **26. JOB CONDITIONS**

The CONTRACTOR shall visit the job site as soon as practicable after award of the Contract and ascertain all conditions affecting necessary procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. The CONTRACTOR shall determine the nature and types of Work to be performed and shall be responsible for all Work to be accomplished.

The CONTRACTOR shall enter the job site as noted in Article 4, SITE SECURITY of the General Requirements. The CONTRACTOR will be restricted to the immediate Work areas on the job site and shall in no case go beyond the Work limits noted on the drawings or as otherwise directed by the PROJECT MANAGER. The job site shall be enclosed with a temporary chain link fence and gates which shall be removed upon completion of the Work. The CONTRACTOR shall confine all operations of the contracted Work to the boundaries of the job site(s) and shall not interfere with CITY personnel and CITY operations or the Work of other contractors working on or near the site.

CONTRACTOR'S employee access to the job site by private vehicles is prohibited.

No vehicle is allowed in the facility or on the job site except delivery trucks and CONTRACTOR'S identified vehicles and equipment. It shall be the CONTRACTOR'S sole responsibility to arrange and pay for offsite employee parking and transportation, if necessary, so as not to affect the availability of public parking on the grounds of the facility or park site. The CONTRACTOR shall fully cooperate with all authorities on the job site and other contractors not related to the Work of this Contract who might be at the job site and shall comply with all regulations in force at the job site.

## **27. RESPONSIBILITY FOR SITE**

The CONTRACTOR shall be in full charge of and be responsible for the job site and the construction Work of this Contract, subject to the directions of the PROJECT MANAGER or the INSPECTOR. Article 33, INTERFACE/COORDINATION REQUIREMENTS of the General Requirements describes interfaces with other contractors working on the job site. No other operations of any nature shall be performed except as specifically authorized in the Contract Documents or as authorized by the PROJECT MANAGER.

The CONTRACTOR shall exercise care not to damage improvements and adjacent land. The CONTRACTOR shall correct any damage caused within seventy-two (72) hours by restoring the land and improvements damaged to their original condition and shall indemnify and hold the CITY harmless for any such damage as specified in INDEMNIFICATION of these General Conditions.

## **28. WORKMANSHIP AND MATERIALS**

All materials, parts and equipment furnished by the CONTRACTOR for the Work shall be new, high grade and free from defects. Materials and Work quality shall be subject to the INSPECTOR'S approval.



## 29. INJURY AND ILLNESS PREVENTION - SAFETY MEASURES

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all applicable laws, building and construction codes, safety and health regulations of the California Code of Regulations, and with applicable CITY Safety Policies.

If a Work procedure or condition exists that is a violation of said safety standards, the PROJECT MANAGER or INSPECTOR may order the CONTRACTOR to comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to act promptly, the PROJECT MANAGER or INSPECTOR is authorized to suspend the Work. Failure of the PROJECT MANAGER or the INSPECTOR to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the Work.

In the event of an emergency constituting an immediate hazard to the health or safety of the public or CITY employees, property, or licensee, the CITY may undertake, at the CONTRACTOR'S sole expense, without prior notice, all Work necessary to correct such hazardous conditions when it was caused by Work of the CONTRACTOR not being in accordance with the requirements of this Contract.

First aid facilities and supplies shall be kept and maintained by the CONTRACTOR at the site of the Work. The CONTRACTOR shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the CONTRACTOR and its Subcontractors shall be provided with, and required to use, personal protective and life saving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

## 30. PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey monuments or reference points without authorization from the PROJECT MANAGER. No pavement breaking or excavation shall be started until all survey monuments or other reference points that will be disturbed by the construction operations have been properly referenced by the PROJECT MANAGER. It shall be the CONTRACTOR'S responsibility to notify the PROJECT MANAGER and the INSPECTOR of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey monuments or reference points disturbed, without authorization by the PROJECT MANAGER, shall be accurately restored by the CITY at the CONTRACTOR'S sole expense after all street or roadway resurfacing has been completed.

All paved areas including asphaltic concrete beams cut or damaged as a result of construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement which is subject to partial removal shall be neatly saw cut in straight lines.

In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

Where sidewalks have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks, properly protected, promptly after backfilling and shall maintain them in satisfactory condition until the final restoration thereof has been made.

All utilities encountered along the line of the Work shall be maintained continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the PROJECT MANAGER are made. Utilities shall include, but not be limited to, all above or below-ground conduit, pipes, ducts, cables, and appurtenances associated with oil, gas, water, steam, irrigation, process, sewer, storm drain, wastewater, air, electrical, power, instrumentation, communication, telephone, cable, TV, and lighting systems, whether or not owned by the CITY.

The CONTRACTOR shall protect all existing utilities and improvements not designated for removal. Necessary potholing shall be accomplished at the CONTRACTOR'S expense. The CONTRACTOR shall determine the exact locations and depths of all utilities indicated on the drawings. The CONTRACTOR shall make exploratory excavations of all utilities. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR'S Work. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the INSPECTOR and the PROJECT MANAGER. The CONTRACTOR should not rely upon plan designation of location of underground utilities. The number of exploratory excavations and extent of potholing required shall be that number which is sufficient to determine the alignment and grade of the utility. No costs shall be allowed for such Work except those included in the CONTRACTOR'S proposal.

Prior to any excavation in the vicinity of any existing underground facilities, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER, and the respective authorities representing the owners or agencies responsible for such facilities, not less than three (3) working days, nor more than five (5) working days, of their intention to begin excavation. The CONTRACTOR shall make arrangements for and provide access such that a representative of said owners or agencies may be present during such Work.

Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is shown on the drawings, the CONTRACTOR shall at its own expense, remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement to a place and in a manner as directed by the PROJECT MANAGER, and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. When utilities that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the PROJECT MANAGER not less than fifteen (15) days in advance for necessary measures to be taken to prevent interruption of service.

The CONTRACTOR shall notify the PROJECT MANAGER thirty (30) calendar days in advance of any proposed connection, and shall notify the PROJECT MANAGER and the INSPECTOR twenty-four (24) hours prior to the actual connection, to any existing utility.

Any utility or improvement which is damaged by the CONTRACTOR shall be immediately repaired at the CONTRACTOR'S expense, to a condition equal to, or better than, the condition it was in prior to such damage or temporary relocation. If the CONTRACTOR fails or refuses to promptly repair the utility or improvement, the CITY may perform the necessary Work at the CONTRACTOR'S expense and no time extension shall be allowed to the CONTRACTOR. The CONTRACTOR is not relieved of provisions of this Article even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling.

All repairs to a damaged improvement shall be inspected and approved by the INSPECTOR and an authorized representative of the improvement owner before being concealed by backfill or other Work. In case of damage, which in the opinion of the PROJECT MANAGER or the INSPECTOR, threatens the safety of persons or property, the CONTRACTOR shall immediately make all repairs necessary for removal of the hazard. Should the CONTRACTOR fail to promptly take all necessary action, the CITY has the option to remove any hazard resulting from damages caused by the CONTRACTOR at the CONTRACTOR'S expense without waiving any other rights the CITY may have, and no time extension will be allowed to the CONTRACTOR.

In the event that the CONTRACTOR damages any existing utilities that are not shown on the drawings or the locations of which are not made known to the CONTRACTOR prior to excavation, the CONTRACTOR shall immediately notify the INSPECTOR and take all measures necessary to prevent further damage. The CONTRACTOR shall then immediately make a written report to the PROJECT MANAGER and shall make repairs as directed by the PROJECT MANAGER. Payment for this extra Work will be made pursuant to the provisions contained in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements.

Notwithstanding that an existing utility or substructure is not shown on the original Plans and Specifications, if the existence and location thereof was made known to the CONTRACTOR prior to excavation, the utility or

substructure constitutes an existing known condition, and the CONTRACTOR is responsible for protecting the utility or substructure.

Damage to a utility known to the CONTRACTOR shall be repaired at the CONTRACTOR'S expense.

### 31. NON-CONFORMING WORK

Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the CONTRACTOR, at the sole expense of the CONTRACTOR.

If the CONTRACTOR fails to remove, replace or correct any non-conforming Work or materials within seventy two (72) hours of discovery, the PROJECT MANAGER may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the CONTRACTOR and all such cost shall be deducted from any amounts that are due or may become due to the CONTRACTOR.

Failure of the INSPECTOR or the PROJECT MANAGER to notify the CONTRACTOR of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The CONTRACTOR'S obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in Article 16, GUARANTY-WARRANTY of the General Requirements. The CITY reserves and retains all rights and remedies at law against the CONTRACTOR and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

The Contract Documents may be modified for the purpose of allowing non-conforming Work to become acceptable in lieu of the CONTRACTOR'S obligation to remove and replace all such non-conforming Work. Such modification shall be effective only upon the written agreement of the CONTRACTOR and the PROJECT MANAGER. Such written agreement shall be issued as a Change Order, which shall include all of the following provisions.

1. A statement that the Work as constructed is non-conforming Work.
2. The specifications by which the non-conforming Work will be made to conform to the requirements of the Contract Documents.
3. A statement that all modifications to the non-conforming Work shall be at the sole expense of the CONTRACTOR.
4. A statement that the CONTRACTOR waives and releases any and all claims against the CITY, including time and impacts, in any way whatsoever related to the non-conforming Work, the modification of such non-conforming Work, and the time to negotiate such a modification.
5. The amount representing the value of the Work specified in the Contract Documents less the value of the Work as constructed, as a credit to the CITY, which shall be deducted from the amount of the Contract.

No Work shall proceed which shall make the non-conforming Work more costly to correct nor to modify such non-conforming Work until the PROJECT MANAGER and the CONTRACTOR execute such a Change Order. The PROJECT MANAGER may grant permission, in response to a written request from the CONTRACTOR, to proceed with the Work before finalization of such a Change Order, if they find the request to be in the best interest of the CITY.

Any delays or impacts arising on the Work as a result of construction or delivery of non-conforming Work or materials shall be at the CONTRACTOR'S sole expense, regardless of whether the Work ultimately becomes the subject of a Change Order, and no time extension shall be allowed to the CONTRACTOR.

Acceptance by the INSPECTOR of such previous non-conforming Work, after execution of the Change Order, does not act to waive or otherwise negate the CONTRACTOR'S obligations to guarantee such Work as set forth in Article 16, GUARANTY-WARRANTY of the General Requirements.

Failure of the CONTRACTOR to comply with the requirements of this Article shall constitute default of the Contract by the CONTRACTOR and the CITY may terminate the Contract as provided for in TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT).

## 32. SUBCONTRACTORS AND SUB-SUBCONTRACTORS (Revised as of 2/12/2016)

The Contractor shall perform on the site and with its own organization not less than thirty (30%) of the total Contract Price, unless a different percentage is designated on Schedule "A" SUBCONTRACTORS AND SUPPLIERS in the Instructions to Bidders, page 16. Any items designated "specialty items" in the Bid Proposal may be performed by subcontract and the amount of all such "specialty items" may be deducted from the Contract Price before computing the amount of Work required to be performed by the Contractor with its own organization. The dollar value included in the percentage performed by the Contractor shall include the value of labor, materials and equipment to be incorporated or used in the Work and directly purchased by the Contractor and shall not include the value of Work, including labor, materials and equipment, incorporated or used in the Work, performed or provided by Subcontractors.

Bidders must list all Subcontractors in the Bid, regardless of the dollar amount of the work to be performed, if the Bidder wishes to have the Subcontract amount credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation of the Project. Subcontractors added to the project following acceptance of the Bid and award of the Project will not be credited toward meeting the MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project.

Listed vendors and/or Suppliers will be limited to 60% of their listed dollar value toward achieving the anticipated MBE/WBE/SBE/EBE/DVBE/OBE levels of participation for this Project, unless the vendor and/or Supplier manufactures or substantially alters the materials/supplies.

The designated percentage of the total Contract Price the Contractor is to perform may not be reduced below that level by the addition of Subcontractor's added after Award of the Project.

The Inspector, acting on behalf of the Board of Recreation and Park Commissioners, will be responsible for approval of all Subcontractors, whether Bid-listed or not, and all Sub-subcontractors employed on the Project.

The Contractor must list in the original bid each Subcontractor who will perform Work or render services in an amount in excess of one-half of 1 percent of the Contractor's total Bid or \$10,000.00, whichever is greater.

Subletting or Subcontracting of any portion of the Work in excess of one-half of 1 percent of the Contractor's original total Bid or \$10,000.00, whichever is greater, for which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same portion of Work to be performed under the Contract in excess of one-half of 1 percent of the Contractor's total original Bid or \$10,000.00, whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of Work itself, and that it shall perform that portion itself.

The Contractor shall set forth in its Bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number and dollar amount of each Subcontractor who will perform Work, labor, service, supply specifically fabricated materials or equipment in an amount in excess of one-half of 1 percent of the Contractor's total Bid, or \$10,000.00, whichever is greater.

The Contractor shall list only one Subcontractor for each portion of Work as defined by the Contractor in its Bid.

Acceptance by the Board of Recreation and Park Commissioners of its Bid is dependent upon each Bid listed Subcontractor, and all subsequently approved additional Subcontractors, performing the dollar value of Work listed or approved. Any reduction, increase, or other change to any Subcontract amount without prior approval by Board of Recreation and Park Commissioners is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten (10) percent of the Subcontract amount, whether Bid-listed or not. A Subcontract dollar value

increased or reduced as the result of a Change Order issued by the Engineer to add or delete from the original scope of Work shall not be subject to a penalty for an Unauthorized Subcontract Substitution.

Acceptance by the Board of Recreation and Park Commissioners of its Bid shall not entitle Subcontractors to recognition for any direct or contractual relationship with the City, nor shall it constitute approval of the use of any materials other than those specified.

The Contractor shall be responsible for all acts of all Subcontractors at all tiers. The Contractor shall coordinate all work performed by subcontractors in the interest of the City.

All Subcontractors who will be working on the Project shall be approved in writing by the Inspector prior to beginning Work, regardless of the dollar amount of Work to be performed, and whether or not they were listed in the original Bid.

Requests for approval of all Subcontractors, or request for substitution of a Subcontractor, shall be made in writing to the Inspector located at the Public Works Building, 1149 S. Broadway, 3rd Floor, Los Angeles, CA, 90015, and said request shall contain the following information for each Subcontractor:

- 1) Project Name
- 2) Project Work Order Number
- 3) Subcontractor's Name
- 4) Subcontractor's Address
- 5) Subcontractor's Phone Number
- 6) Subcontractor's Status ( WBE, MBE, SBE, EBE, DVBE, OBE )
- 7) Subcontractor's State of California Contractor License Number
- 8) Subcontractor's City Business Tax Registration Certificate Number (BTRC)
- 9) Dollar amount of Subcontract work to be performed
- 10) Description of Subcontract work to be performed

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval of the Inspector prior to each Subcontractor performing Work on the Project may result in suspension of Work by that Subcontractor, removal of Work performed by unapproved Subcontractors, assessment of penalties, and possible sanctions against the Contractor.

Additional Subcontractors may be added after the time of original Bid. The value of Work to be performed by additional Subcontractors may not be greater than one-half of 1 percent of the Contractor's original total Bid or ten thousand dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract.

The Contractor shall provide the dollar amount of Work to be performed in all requests for additional Subcontractors. Failure to specify a dollar amount of Work to be performed will result in denial of additional Subcontractors until such time as the amount is provided.

Failure of the Contractor to request and obtain approval for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the original Bid shall result in a penalty of ten percent of the Subcontract amount.

A Contractor whose Bid is accepted may not:

- 1) Substitute any person as Subcontractor in place of a Subcontractor listed in the original Bid, except that the Inspector, acting on behalf of the Board of Recreation and Park Commissioners, may consent to the substitution of another Subcontractor for one of the following situations:
  - A) When the Subcontractor listed in the original Bid or proposal after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid, is presented to the subcontractor by the Contractor.
  - B) When the listed Subcontractor becomes bankrupt or insolvent.
  - C) When the listed Subcontractor fails or refuses to perform its subcontract.
  - D) When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
  - E) When the Contractor demonstrates to the Inspector's satisfaction that the name of the Subcontractor was listed as a result of an inadvertent clerical error.
  - F) When the listed Subcontractor is not licensed pursuant to the State of California Contractor's License Law.
  - G) When the listed Subcontractor refuses to obtain a City of Los Angeles Business Tax Receipt Certificate (BTRC).
  - H) When the Inspector concurs with the Contractor that the Work being performed by the listed Subcontractor is unsatisfactory and not in substantial accordance with the Contract Documents, or the listed Subcontractor is delaying or disrupting the progress of the work.
  - I) When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Inspector.
  - J) When the Board of Recreation and Park Commissioners determines that a listed Subcontractor is not a responsible contractor.
- 2) Permit a Subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the Inspector.
- 3) Other than in the performance of Change Orders causing changes or deviations from the original Contract, sublet or Subcontract any portion of the Work in excess of one half of 1 percent of the Contractor's total Bid as to which its original Bid did not designate a Subcontractor.
- 4) Reduce the dollar amount of a Bid-listed Subcontract without the written approval of the Inspector.

A request for substitution of any Subcontractor, whether Bid-listed or not, must be made in writing to the Inspector and must include letter(s) of explanation as to the reason for the requested substitution.

It is considered a substitution if anyone other than the Bid-listed and/or approved Subcontractor(s), including the Contractor, performs any portion of the Work designated to be performed by said Subcontractor.

Failure to obtain approval for a Subcontractor substitution may result in rejection of the affected Work, penalties assessed for failure to obtain approval, and possible sanctions by the City.



All substitutions of Subcontractors, whether MBE/WBE/SBE/EBE/DVBE/OBE or not, shall be approved in writing by the Board of Recreation and Park Commissioners prior to any Work being performed by the substituting Subcontractor.

The Contractor shall conduct a Business Inclusion Program Outreach prior to approval of any requested Subcontractor substitution, regardless of the status (MBE/WBE/SBE/EBE/DVBE/OBE) of the contractor being substituted for. For MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor substitution requests, the Contractor shall comply with the Business Inclusion Program Outreach requirements of Pages 15-15R of the Instructions to Bidders (Volume I). The Business Inclusion Program Outreach for any requested Subcontractor substitution must be reviewed and approved by the Special Research and Investigation Section of the General Services Division of the Bureau of Contract Administration, whether the Subcontractor was Bid listed or approved after the Award of the Project.

There shall be no decrease in dollar value of Work to be performed by Subcontractors approved as a substitute for a Bid-listed Subcontractor without a change in scope of the Work to be performed by the originally Bid-listed Subcontractor. Written evidence of a change of scope must be provided by the Engineer prior to approval of a change in dollar value of a Bid-listed Subcontractor.

Prior to approval of the Contractor's request for substitution, the Inspector shall give notice in writing to the Subcontractor affected by the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Workdays within which to submit written objections to the substitution. Failure to file these written objections within five (5) Workdays of notification shall constitute the listed Subcontractor's consent to the substitution. Notification by the Inspector may be made by phone in lieu of written notification via certified or registered mail if agreed to by the listed Subcontractor and followed by written request. Upon notification by phone, the listed Subcontractor may file written objections within five (5) days of notification.

If written objections are filed, the Inspector shall give notice of at least five (5) Workdays to the listed Subcontractor of a hearing on the Contractor's request for substitution.

The Contractor, as a condition to assert a claim of Inadvertent Clerical Error in the listing of a Subcontractor, shall within two Workdays after the time of the original Bid opening by the Board of Recreation and Park Commissioners give written notice to the Inspector and the Board of Recreation and Park Commissioners and copies of such notice to both the Subcontractor he claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to Bid opening.

Written notice of an Inadvertent Clerical Error shall be forwarded within two (2) days after the time of the original Bid opening by every Contractor claiming such an error. Failure to submit such notice within the time prescribed shall make any such subsequent claim of Inadvertent Clerical Error invalid.

Any listed Subcontractor who has been notified by the Contractor of an Inadvertent Clerical Error shall be allowed six (6) Workdays from the time of the Bid opening to submit to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error. Failure of such listed Subcontractor to file such written notice within the six (6) Workdays shall constitute agreement that an advertent clerical error was made.

The Inspector shall, in the absence of compelling reasons to the contrary, consent to the requested substitution based on an Inadvertent Clerical Error if:

- 1) The Contractor, the Subcontractor listed in error, and the intended Subcontractor each submit an affidavit to the Inspector along any additional information as the parties may wish to submit that an Inadvertent Clerical

Error was in fact made, provided that the affidavits from each of the three parties are filed within eight (8) Workdays from the time of the original Bid opening, or

- 2) If such affidavits are filed by both the Contractor and the intended Subcontractor within eight days of the original Bid opening but the Subcontractor whom the Contractor claims to have listed in error does not submit within six (6) Workdays, to the Inspector and to the Contractor, written objection to the Contractor's claim of Inadvertent Clerical Error as provided in this article.

If such affidavits are filed by both the Contractor and the intended Subcontractor but the listed Subcontractor has, within six (6) Workdays from the time of the original Bid opening, submitted to the Inspector and to the Contractor written objection to the Contractor's claim of Inadvertent Clerical Error, the Inspector shall investigate the claims of all parties and schedule a public hearing before the Board of Recreation and Park Commissioners to determine the validity of such claims. Any determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony given to the Board of Recreation and Park Commissioners. The Board of Recreation and Park Commissioners may, on its motion or that of any other party, admit testimony of other Contractors, any Bid registries or depositories, or any other party in possession of facts, which may have a bearing on the decision of the Board of Recreation and Park Commissioners. The findings of the Board of Recreation and Park Commissioners shall be final.

### **33. RESPONSIBILITY OF CONTRACTOR TO ACT IN EMERGENCY**

In case of an emergency that threatens loss of or damage to property or injury to persons, the CONTRACTOR shall act, without instructions from the CITY, as the situation may warrant. The CONTRACTOR shall immediately inform the PROJECT MANAGER and the INSPECTOR of the emergency action taken. Any claim shall be submitted to the PROJECT MANAGER. If practical the amount of compensation, if any, shall be determined by agreement prior to the issuance of a Change Order. However, if the emergency is created or aggravated by the CONTRACTOR, it shall be liable for the resulting damages. If the CONTRACTOR fails to take the necessary action as required by such an emergency the CITY may assign another CONTRACTOR or use its own forces to perform the emergency Work at the CONTRACTOR'S sole expense.

### **34. ASSIGNMENT**

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Contract or any of the proceeds there under unless written consent of the CITY has been obtained. No right under this Contract or claim for any proceeds due or to become due hereunder shall be asserted against the CITY, or persons acting for the CITY, by reason of any so-called assignment, transfer or conveyance of this Contract or any part thereof unless such assignment, transfer or conveyance has been authorized by the written consent of the CITY. The instrument of assignment, transfer or conveyance shall contain a clause subordinating the claim of the assignee, transfer or conveyor to all prior liens for services rendered or materials supplied for the execution of the Work.

### **35. INDEPENDENT CONTRACTOR**

The CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of Work required for the CONTRACT and that it is properly licensed, equipped, organized and financed to perform the Work. The CONTRACTOR shall be an independent contractor. The CONTRACTOR is not an agent of the CITY in the performance of the CONTRACT, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the CONTRACT or any Subcontract awarded by the CONTRACTOR shall create any relationship between any Subcontractor and the CITY. The CONTRACTOR shall perform the Work in accordance with its own methods, in compliance with the terms of the CONTRACT.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **36. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless, through legal counsel acceptable to the CITY, the CITY, and any and all of

the CITY'S Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, arising out of or related to the performance or nonperformance by CONTRACTOR or its Subcontractors, Sub-Subcontractors, or Suppliers, of any tier, of any portion of the construction of the Project, including but not limited to CONTRACTOR'S negligent acts, errors, omissions, breach of contract, breach of warranty (express or implied), or willful misconduct.

It is agreed that such defense and indemnity shall extend to the CITY'S PROJECT MANAGER, Architect/Engineer or other Design Consultant providing services under written agreement with the CITY covering any portion of the Project. Provided, however, that the Design Consultant shall be solely responsible for the enforcement of any request made by said Consultant for indemnification or defense by the CONTRACTOR. It is further provided that the CITY shall have no liability whatsoever for any failure of the CONTRACTOR to comply with any request from the Consultant for indemnity or defense.

It is further agreed that the defense and indemnity obligations of the CONTRACTOR under this Article shall not extend to the liability of the Design Consultant or its agents, employees or subconsultants, arising as a result of such indemnitee's own active negligence, errors or omissions or from (1) the preparation or approval of maps, Plans, opinions, reports, surveys, change orders, designs or Specifications, or (2) the giving of or failure to give directions or instructions by the indemnitee provided that such giving or failure to give is the primary cause of the damage or injury.

### 37. INSURANCE

#### A. GENERAL

During the term of this Contract and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense, insurance having the limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Form in Volume 1 of these Contract Documents, covering its operations hereunder subject to the following conditions as they may variously apply:

##### 1. ADDITIONAL INSURED/ADDITIONAL INTEREST/LOSS PAYEE

The CITY, it's Recreation and Park Commissions, Officers, Agents, Employees and Design Consultant shall be included as:

- a. Additional Insureds in all required General Liability and property insurance and Additional Interests in all required Automobile Liability insurance.
- b. Named Insureds in all required Owners and Contractors Protective Liability insurance policies.
- c. Loss Payee As Its Interest May Appear in all required property, fidelity or Surety coverages.
- d. Listing of other entities as additional insures may be required for specific projects due to their funding source (such as, Prop A funded projects require that Los Angeles County be listed as an additional insured).

The CITY and other interests listed above need not be named on Workers' Compensation/Employer's Liability, Professional Errors and Omissions and Second-party Legal Liability coverages (such as Garage Keepers' Legal).

##### 2. INSURANCE APPROVAL

All insurance required hereunder shall conform to the CITY requirements established by Charter, ordinance or policy. Evidence of insurance shall be submitted to the Department's Risk Control Coordinator and approved by the City Attorney prior to commencement of any Work or tenancy under this Contract in accordance with the Los Angeles Administrative Code.

3. ALTERNATIVE PROGRAMS

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the CITY before an approval can be granted by the City Attorney.

4. ADMITTED CARRIER/LICENSED CALIFORNIA BROKER

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agent.

Surplus lines coverage must also contain a Service of Suite provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising there under will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. PRIORITY OF COVERAGE

The CONTRACTOR's insurance shall not call on the CITY's program for contributions.

6. CANCELLATION/REDUCTION IN COVERAGE NOTICE

With respect to the interest of the CITY, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the CITY's interest, the company will provide the CITY at least thirty (30) calendar days prior written of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1240 City Hall East, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that such notice to the CITY shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. ACCEPTABLE EVIDENCE

The appropriate CITY Special Endorsement forms, contained in Volume 1 of these Contract Documents, are the preferred form of evidence of insurance. Alternatively, the CONTRACTOR may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language which complies with subparagraphs 1) through 6) above.

With respect to Professional Liability insurance, either a signed copy of the Policy Declarations Page or a letter from the CONTRACTOR's insurance broker certifying coverage, together with a thirty (30) day cancellation notice endorsement in favor of the CITY as specified in subparagraph 6) will satisfy this requirement.

8. SEPARATION OF INSUREDS

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. RENEWAL

Once the insurance has been approved by the CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in paragraphs 1) through 8) above, must be submitted.

B. AGGREGATE LIMITS/REDUCTION IN COVERAGE

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR not related to this Contract, the CONTRACTOR shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in the CONTRACTOR's best judgement may diminish the protection such insurance affords the CITY. Further, the CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

The CONTRACTOR shall not make any substantial reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) which may affect the CITY's protection without the CITY's prior written consent.

C. SELF-INSURANCE AND SELF-INSURED RETENTIONS

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the CITY upon review of evidence of the CONTRACTOR's financial capacity to respond. Additionally, such programs or retention must provide the CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. MODIFICATION OF COVERAGE

The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving the CONTRACTOR ninety (90) calendar days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR, the CITY agrees to negotiate additional compensation.

E. FAILURE TO PROCURE INSURANCE

The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the CITY. Non-availability or non-affordability must be documented by a letter from the CONTRACTOR'S insurance broker or agent indicating a good faith effort to procure the required insurance and showing, as a minimum, the names of the insurance carriers and the declinations or quotations received from each.

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

F. UNDERLYING INSURANCE

The CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and Subcontractors, if any, to protect the CONTRACTOR's and the CITY'S interests, and for ensuring that such persons comply with any applicable insurance statutes. The CONTRACTOR is encouraged to seek professional advice in this regard.

G. WORKERS' COMPENSATION

By signing this Contract, the CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the Work pursuant to this Contract.

A waiver of subrogation in favor of the CITY will be required when Work is performed on CITY premises under hazardous conditions.

H. ALL RISK BUILDER'S RISK/INSTALLATION FLOATER

During the course of construction, the CONTRACTOR shall secure and maintain an All Risk Builder's Risk Insurance policy covering loss, damage or destruction of property, including materials in transit and stored on and off site, in an amount equal to the value of the construction and materials on hand.

An Installation Risk or "Floater" Policy, written to cover only specific types of equipment during construction, may be provided to cover damage to Work or high valued equipment or materials.

Coverage shall remain in force until the Work is completed and accepted by the CITY. Acceptable evidence of coverage shall be in the form of an endorsement to the policy which names the CITY as an additional named insured and as Loss Payee As Its Interest May Appear.

#### I. TYPICAL COVERAGES REQUIRED

The coverages required in A above shall be at least as broad as:

1. General Liability: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01).
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Professional Liability: If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than twelve (12) months after completion of Work or termination of Contract.

#### J. TYPICAL LIMITS OF LIABILITY

Unless otherwise specified in Form Gen. 146/IR, the CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability: \$1,000,000 per occurrence.

#### K. CONTRACT BONDS

Before the execution of the Contract by the RECREATION AND PARK COMMISSION, the bidder shall file with the RECREATION AND PARK COMMISSION Surety bonds satisfactory to the RECREATION AND PARK COMMISSION in the amounts and for purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Bonds shall be issued by a Surety who is listed in the latest revision of U.S. Department of Treasury Circular 570, is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract. The Bidder shall pay all bond premiums, costs, and incidentals. On Contracts estimated by the PROJECT MANAGER to be less than \$2 million, bonds may be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write Surety insurance within the State of California.

Each bond shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the RECREATION



AND PARK COMMISSION, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

The "Performance Bond" shall be for one hundred percent (100%) of the Contract price to guaranty faithful performance of all Work, within the time period prescribed, in a manner satisfactory to the RECREATION AND PARK COMMISSION, and that all materials and Workmanship will be free from original or developed defects, and comply with requirements and guaranty specified in Article 16, GUARANTY-WARRANTY of the General Requirements.

Should any Surety at any time be unsatisfactory to the RECREATION AND PARK COMMISSION, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the RECREATION AND PARK COMMISSION.

Changes in the Work, or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety. In addition to the bonds detailed above, the CONTRACTOR shall provide a guarantee bond as detailed in Article 16, GUARANTY-WARRANTY of the General Requirements.

### **38. SERVICE OF NOTICE**

The delivering of any notice, instruction, claim or protest, or other written communication, personally to the CONTRACTOR or the CONTRACTOR'S representative or to the PROJECT MANAGER, or to the City Clerk of the CITY shall constitute service therefore upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively.

The depositing of a post-paid (Registered Mail) wrapper directed to the official address of the CONTRACTOR, the PROJECT MANAGER, or the CITY in any post office, of any notice, instruction, claim or protest, or written communication, shall be deemed sufficient service thereof upon the CONTRACTOR, the PROJECT MANAGER, or the CITY, respectively, and the date of said service shall be the day following the date of postmark.

The official address of the CONTRACTOR shall be the address given in the accepted bid or such other address as the CONTRACTOR may subsequently designate in writing either to the PROJECT MANAGER or to the CITY. The official name and address of the PROJECT MANAGER and the CITY will be supplied to the CONTRACTOR after the award.

### **39. AGENT TO ACCEPT SERVICE**

The CONTRACTOR shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled SERVICE OF NOTICE to accept service of legal process on its behalf, and shall keep the CITY advised of such agent's name and address during the duration of the CONTRACT and for three (3) years after the Final Payment, or as long as the CONTRACTOR has warranty obligations under Article 16, GUARANTY-WARRANTY of General Requirements, whichever period terminates later. In the event that no such duly authorized agent is on file with the CITY, the CONTRACTOR agrees that the Secretary of State of the State of California shall be the Contractor's agent for service of legal process.

## **PROGRESS OF WORK**

### **40. TEMPORARY SUSPENSION OF WORK**

If the Work of the Contract is suspended or delayed, the CONTRACTOR shall so notify the PROJECT MANAGER in writing within twenty-four (24) hours after the start thereof. If the CONTRACTOR is entitled to reimbursement for such suspension or delay, as specified hereinafter, the CONTRACTOR shall submit a completely detailed statement of the costs thereof, to the PROJECT MANAGER, within twenty (20) calendar days after the termination thereof. Failure to submit such statement of costs or notification within the time specified shall be deemed a waiver of any claims for delay or damages or both by the CONTRACTOR.

If the Work of the Contract is suspended or delayed through no fault of the CITY, all expenses and losses shall be borne by the CONTRACTOR.

If the Work of the Contract is suspended or delayed by an act of the CITY, or by failure of the CITY to furnish required information, and the CONTRACTOR thereby incurs expenses or sustains losses which could not have been avoided by the judicious handling of forces and equipment, and if by a diligent prosecution of the Work the CONTRACTOR could not have completed the Work before such suspension, the CONTRACTOR will be paid such amount as the RECREATION AND PARK COMMISSION may find to be a fair and reasonable compensation for such part of the CONTRACTOR'S actual loss. In no case shall any compensation be made to cover any loss other than actual cash paid for wages, rental of equipment, and materials used in protection of the Work, all of which must be supported by satisfactory written evidence. Such wages shall not include the wages or salary of any individual not necessary for protection of the Work. The CONTRACTOR shall not be entitled to any mark-up for overhead or profit on damages or for extended duration.

The CONTRACTOR shall maintain complete and accurate daily records of all costs due to delay, clearly distinguishing them from the costs of other portions of the Work, and shall submit a detailed written report of such costs to the PROJECT MANAGER within twenty (20) calendar days of incurring the delay. Failure to comply shall result in waiver by the CONTRACTOR to any claims for additional payment and schedule change. In addition, the CONTRACTOR shall submit evidence of any cause of delay specified herein if it has not already done so.

As soon as practicable, following receipt of such report and evidence, if required, the PROJECT MANAGER will determine the nature and extent of such costs and will, if the PROJECT MANAGER finds that payment is due, issue a Change Order therefore, subject to the provisions in Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements. If the PROJECT MANAGER determines that payment is not due, the CONTRACTOR will be so advised in writing. Should the CONTRACTOR disagree with such finding, CONTRACTOR may submit a notice of protest to the PROJECT MANAGER as provided in CLAIMS AND PROTESTS in these General Conditions. The CONTRACTOR shall provide the PROJECT MANAGER with access to its daily cost records or certified copies thereof as requested. All such records shall be retained by the CONTRACTOR and open to inspection and audit by the CITY and the PROJECT MANAGER'S authorized representatives. Except for the additional compensation provided herein before, the CONTRACTOR shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

#### **41. UNAVOIDABLE DELAY**

Should the CONTRACTOR be obstructed or delayed or completion of the Work from causes beyond its control and without its fault or negligence, and solely due to acts of God, acts of government in its sovereign capacity, riots, insurrections, wars, fires, floods, earthquakes, tidal waves, epidemics, quarantine restrictions, industry-wide strikes, freight embargoes, or unusually severe weather, it shall be entitled to a noncompensable extension of time.

The CONTRACTOR shall only be entitled to a noncompensable extension of time for Unavoidable delay in the Work which negatively impacts the critical path of the approved project schedule, and causes the Work of the project to extend beyond the approved Contract Completion date.

The CONTRACTOR shall be entitled to a noncompensable time extension only if it notifies the PROJECT MANAGER immediately at the time the CONTRACTOR is prevented from proceeding with the Work and follows with written notification of the causes of the delay within five (5) calendar days from the beginning of any delay. Also, the CONTRACTOR shall notify the PROJECT MANAGER immediately at the end of the delay and follow up with written notification of the cessation of delay within five (5) calendar days from the end of the delay.

Any claim for a time extension shall be made in writing within twenty (20) calendar days after the conclusion of the delay. The PROJECT MANAGER shall ascertain the facts and the extent of the delay and extend the time for completing the Work if, in his/her judgement, the findings of fact justify such an extension. The PROJECT MANAGER'S decision shall be final and conclusive, subject only to appeal as provided by CLAIMS AND PROTESTS of these General Conditions.

#### **42. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES**

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the PROJECT MANAGER. When resumed, excavation operations within the area of discovery shall be as directed by the PROJECT MANAGER.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones and fossils. The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provision of TEMPORARY SUSPENSION OF WORK of these General Conditions.

#### **43. OTHER CONTRACTS**

The CITY may perform other Work related to the Project at the site by the CITY'S own forces, have other Work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If such other Work to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other Work; and, if the CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or requires additional time and the parties are unable to agree as the extent thereof, the CONTRACTOR may make a claim therefore as provided under CLAIMS AND PROTESTS of these General Conditions.

The CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or the CITY, if the CITY is performing the additional Work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work, and shall properly connect and coordinate the Work with theirs. The CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other Work. The CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the PROJECT MANAGER and the others whose Work will be affected. The duties and responsibilities of the CONTRACTOR under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the CITY and such utility owners and other contractors.

If any part of the CONTRACTOR'S Work depends upon proper execution or results of the Work of any such other contractor or utility owner or the CITY, the CONTRACTOR shall inspect and promptly report to the PROJECT MANAGER in writing any delays, defects or deficiencies in such Work that renders it unavailable or unsuitable for such proper execution and results. The CONTRACTOR'S failure to do so will constitute an acceptance of the other Work as fit and proper for integration with the CONTRACTOR'S Work except for latent or nonapparent defects and deficiencies in the other Work.

#### **44. TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT)**

The CONTRACT may be terminated, in whole or in part, at any time, by the CITY, at its sole discretion, without cause and for the CITY'S convenience. Such termination will be accomplished by delivery of a notice of Termination to the CONTRACTOR, specifying the extent to which performance of the Work under the CONTRACT or portion of the CONTRACT shall be terminated and the date upon which such termination shall become effective.

After receipt of a Notice of Termination, except as otherwise directed by the CITY the CONTRACTOR shall:

1. Stop Work under the CONTRACT on the date and to the extent specified in the Notice of Termination.
2. Notify the CITY in writing of all outstanding orders, Subcontracts and contracts entered into by CONTRACTOR for performance of the Work, including the (i) name and address of the vendor, supplier or Subcontractor; (ii) a copy of the complete contract, order or Subcontract; (iii) an accounting of the Work performed and compensation earned by the vendor, supplier or Subcontractor, and (iv) such other information as the CITY may request to assist it in determining whether to terminate or accept assignment of the order, Subcontract or contract.
3. Upon written notice by CITY, terminate all Subcontracts, orders and contracts, of any tier, related to the performance of the Work that the CITY determines shall be terminated and not assigned.
4. Place no further orders or Subcontracts for Goods or services, except as may be necessary for completion of that portion of the Work that has not been terminated.

5. Settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts, with the Acceptance of the CITY if required (which Acceptance shall be final for the purposes of this Article). Assign to the CITY in the manner, at the times, and to the extent directed by the CITY all of the rights, titles, and interests of the CONTRACTOR under such orders, contracts and Subcontracts so terminated.
6. Transfer title and deliver to the CITY in the manner, at the times and to the extent directed by it, the:
  - a. Fabricated or unfabricated parts, Work in process, completed Work, supplies, and other Goods procured as a part of, or acquired in connection with the performance of the Work terminated; and
  - b. Completed or partially completed plans, drawings, information and other items that would have been required (per the Technical Specifications) to be furnished to the CITY if the Contract had been completed.
7. Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the CITY, providing that the:
  - a. CONTRACTOR is not required to extend credit to any purchaser;
  - b. CONTRACTOR may acquire any such property under the prescribed conditions; and/or proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the CITY to the CONTRACTOR under the CONTRACT.
8. Take any action that may be necessary, or that the CITY may direct, for the protection and preservation of the property related to the CONTRACT that is in the possession of the CONTRACTOR and in which the CITY has or may acquire an interest.
9. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the CONTRACT.

After receipt of a Notice of Termination for the CITY's convenience, the CONTRACTOR shall submit its termination claim to the CITY requesting payment of such sums as are permitted under the terms of this Article, in the form and with the certification(s) prescribed by the CITY for Claims and Protests. Such Claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions are granted in writing by the CITY upon written request by the CONTRACTOR during such six month period or authorized extension thereof. However, the CITY may receive and act upon any termination claim at any time after the six month period or any extension thereof, if it determines that the facts justify such action. Upon failure of the CONTRACTOR to submit its termination claim within the time specified, the CITY will determine the amount due the Contractor, if any, on the basis of information available, and will pay the CONTRACTOR the amount so determined. Such determination shall be final and binding and payment shall be in full settlement for the Work performed under the CONTRACT.

Subject to the provisions of this Article, the CONTRACTOR and the CITY may agree upon the total or partial amount to be paid to the CONTRACTOR by reason of the total of or partial termination pursuant to this Article. The agreed upon amount shall under no circumstances include any sum for lost profits on the terminated portion of the Work or for consequential damages, of any kind. If agreement is reached, the CONTRACT will be amended by Modification accordingly and the CONTRACTOR will be paid the agreed upon amount.

In the event of failure of the CONTRACTOR and the CITY to agree on the total amount to be paid the CONTRACTOR by reason of the termination of Work pursuant to this Article, the CITY will pay the CONTRACTOR the amounts determined by the City as follows, exclusive of any amounts agreed upon in accordance with the preceding Paragraph:

The CONTRACTOR'S actual cost for the Work properly performed by the CONTRACTOR as of the date of termination, including a 5% allowance for profit on such costs; plus, the reasonable cost of preserving and protecting property; plus other reasonable costs incidental to the termination of the Work under the CONTRACT, including expense incurred to determine the amounts due; provided however, that the maximum payable or paid

for any portion of the completed Work shall not exceed the values listed in the corresponding bid item of Schedule of Values.

The total sum to be payable or paid to the CONTRACTOR, exclusive of the settlement amounts described in the Paragraph immediately above, shall not exceed the total CONTRACT Price less the:

1. Payments made previously by CITY for the Work; plus
2. A prorated portion of the total CONTRACT Price for the terminated portion of the Work as determined by the PROJECT MANAGER.

Except for normal spoilage and to the extent that the CITY will have otherwise expressly assumed the risk of loss, the fair value (as determined by the CITY) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the CITY or other buyer as described above) shall be excluded from the amounts paid to the CONTRACTOR.

In arriving at the amount due the CONTRACTOR under this Article, a deduction shall be made for the following:

1. Any claim that the CITY may have against the CONTRACTOR in connection with the CONTRACT; and
2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the CONTRACTOR that have not been otherwise recovered by or credited to the CITY.

Under such terms and conditions as it may prescribe and at its sole discretion, the CITY may make partial payments against costs incurred by the CONTRACTOR in connection with terminated portion of the CONTRACT whenever the CITY decides that the aggregate of such payments is within the amount to which the CONTRACTOR is entitled hereunder. If the total of such payments is in excess of the amount finally agreed upon or determined to be due under this Article, such excess shall be payable by the CONTRACTOR or to the CITY upon demand together with interest at a rate equal to that set forth in California Code of Civil Procedure, Section 685.010.

Under no circumstances shall the CONTRACTOR be entitled to anticipatory or unearned profits or consequential damages as a result of a termination of partial termination under this Article, or for any other termination by the CITY. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the CONTRACTOR for termination hereunder.

Anything contained in the CONTRACT to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the CITY may have; the CITY may pursue any clause of action that it may have by law or under the CONTRACT; and shall not relieve CONTRACTOR of its warranty obligations with respect to any Work performed prior to such termination.

If the termination hereunder is only for a part of the Work, the Contract Price shall be reduced by the amount of the Contract Price applicable to the portion of the Work, which is terminated, including overhead and profit, on the basis of one or more of the following:

1. Unit prices stated in the CONTRACT or agreed upon by the CITY and the CONTRACTOR.
2. A lump sum determined by the PROJECT MANAGER, based on the estimate costs including overhead and profit of the terminated portions of the Work.

#### **45. TERMINATION OF CONTRACT BY CITY (CONTRACTOR DEFAULT)**

In the event of conduct by the CONTRACTOR which is determined by the PROJECT MANAGER or the constitute default, the CITY may either suspend the Work under the provisions of TEMPORARY SUSPENSION OF WORK of these General Conditions or, upon ten (10) calendar days' written notice to the CONTRACTOR, terminate the Contract as provided herein. Default by the CONTRACTOR shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the PROJECT MANAGER's instructions; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, the RECREATION AND PARK COMMISSION will provide the CONTRACTOR a hearing by the



RECREATION AND PARK COMMISSION to contest the recommendation of the PROJECT MANAGER as to default by the CONTRACTOR.

In the event the Contract is terminated pursuant to this Article, the CITY may take possession of the Work and of all materials, tools, equipment, and property of the CONTRACTOR, which have been provided in connection with the Work, and may complete the Work by whatever method or means the CITY may select. The unpaid balance of the Contract cost for completing the Contract Work shall be used to complete the Work in accordance with the Contract Documents. If cost of completing the Work exceeds the unpaid balance, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the unpaid balance, the CONTRACTOR shall not have claim to the difference except to such extent as may be necessary, in the opinion of the PROJECT MANAGER, to reimburse the CONTRACTOR or the CONTRACTOR'S sureties for any unpaid expense properly incurred for materials, tools, equipment, property, and labor devoted to the prosecution of the Work, or which the CITY shall have received the benefit. In computing such expenses, as it relates to equipment and property, the salvage value at completion of Work shall be deducted from the salvage value at the time the contract was terminated, and the difference shall be considered as an expense. If after termination for failure of the CONTRACTOR to fulfill contractual obligations (CONTRACTOR Default), it is determined by a Court of competent jurisdiction that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such an event, adjustment of the Contract price shall be made as provided in TERMINATION OF CONTRACT BY CITY (CONTRACTOR NOT AT FAULT) of these General Conditions.

#### **46. PRE-FINAL INSPECTION**

Approximately two weeks before completion of the Work, the contractor will schedule a Pre-final Inspection to be attended by the Bureau of Contract Administration Inspector, the Project Manager, 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. In addition, at this time the Contractor shall arrange for the delivery of manufacturers' data, manuals, and operating instructions and keys to the appropriate Department of Recreation and Parks personnel.

#### **47. FINAL INSPECTION**

Approximately seven (7) days prior to completion of the Work, the Contractor shall first notify the Bureau of Contract Administration Inspector and then the Project Manager that he desires a Final Inspection of the Project. During this inspection, which will be arranged as soon as possible, the Inspector, the Project Manager, the Contractor and other parties concerned with contractual requirements will compile a Final Inspection Correction List, incorporating all items of work and corrections required to complete the Project. This list must be completed within thirty (30) days of Final Inspection, or a new Final Inspection will be held and a new Final Inspection Correction List compiled.

#### **48. PARTIAL ACCEPTANCE**

The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the entire project. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the CITY, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. Following inspection by the Bureau of Contract Administration's Final Inspector and establishment of a Final Inspection Correction List, a Statement of Partial Completion will be issued.

It shall be understood by the CONTRACTOR that until a Statement of Partial Completion is issued, all responsibility for care and maintenance of all items or portions of the Work to be placed in use shall be borne by the CONTRACTOR. Upon issuance of a Statement of Partial Completion, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date for commencement of the warranties indicated on the Statement of Partial Completion. However, the CONTRACTOR shall retain full responsibility for satisfactory operation of the total project and the CONTRACTOR'S guarantee period shall commence only after the final acceptance of the Contract by the RECREATION AND PARK COMMISSION. Such guarantee of total systems operation shall include that portion or portions previously placed into beneficial use by the CITY.



The issuance of a Statement of Partial Completion for any part of the Work shall not relieve the CONTRACTOR of its obligation to promptly remedy any omissions and latent or unnoticed defects in the Work covered by the Statement of Partial Completion. The CITY shall have the right to restrict the CONTRACTOR'S use of the occupied portion of the Work but shall allow the CONTRACTOR reasonable access to complete or correct items required by the Contract Documents.

The CITY may, if the Work is progressing satisfactorily, release part of the retention on portions of the Work for which a Statement of Partial Completion has been issued, provided that the following conditions have been met:

1. Partial final inspection corrections have been completed to the satisfaction of the INSPECTOR;
2. The CONTRACTOR submits a written request for release of retention which includes a verifiable valuation of the identified portions of the Work covered by the Statement of Partial Completion;
3. Impacted Subcontractors, major suppliers and the CONTRACTOR's Surety all agree in writing to release of retention;
4. If any minor corrections remain which do not directly affect operations or maintenance then twice the values of the remaining cleanup items shall be retained on each request for release; and
5. The CONTRACTOR signs a Change Order which specifically states the value of the retention being released.

The PROJECT MANAGER shall issue a no-change-in-contract-cost Change Order reflecting the Work for which a Statement of Partial Completion has been issued and the amount of the retention to be released. This Change Order shall authorize reduction of the retention on the next payment.

#### **49. FINAL ACCEPTANCE**

When all Work has been completed on the entire project, the CONTRACTOR shall notify the INSPECTOR and the PROJECT MANAGER in writing and request a final inspection by the INSPECTOR. The inspection conducted by the Final Inspector will include the CONTRACTOR and major Subcontractors' representatives. The CONTRACTOR shall promptly and diligently correct all items on the Final Inspection Correction List. The correction list Work will be reinspected until all Work is complete. If deemed necessary by the PROJECT MANAGER, a deductive Change Order may be issued for twice the value of final correction list items remaining to be corrected to attain completion, and permit the acceptance of the Contract by the RECREATION AND PARK COMMISSION.

Final payment to the CONTRACTOR is made following action by the RECREATION AND PARK COMMISSION that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract. Said action by the RECREATION AND PARK COMMISSION establishes the following:

1. The start date of the CONTRACTOR'S material and workmanship warranty/guarantee for the total project.
2. The start date of any equipment or material warranties for which the "warranty clock" had not started.

#### **50. LIQUIDATED DAMAGES**

Time is of the essence in completing the Work required by the Contract. If the CONTRACTOR fails or refuses to complete the Work or any part thereof within the time fixed by the terms of the Contract, or any approved extension thereof, the actual damage to the CITY due to the delay will be difficult or impossible to determine. In lieu thereof, the CONTRACTOR shall pay to the CITY, as fixed and agreed, liquidated damages for each calendar day of delay in completion, the sum of **\$ ###.00 per day**. The CONTRACTOR shall be liable for the amount thereof. The CITY reserves the right, however, to terminate the CONTRACTOR's completing the Work, charging against the CONTRACTOR and its sureties any excess cost occasioned the CITY thereby, together with liquidated damages accruing until such time as the CITY may reasonably complete the Work.

Permitting the CONTRACTOR to continue and complete the Work, or any portion thereof, after the time fixed herein for completion, or after the expiration of any extensions of said time, shall in no way operate as a waiver on the part of the CITY of any of its rights under the Contract.

## 51. COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD

Notwithstanding anything to the contrary in the Contract Documents, CONTRACTOR agrees the provisions of this Article, set forth CONTRACTOR'S sole and exclusive rights to compensation for costs, expenses or damages, of any kind, arising from or relating to (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to extras, changes, additions or deletions in the Work, errors, omissions, conflicts or ambiguities in the Contract Documents, suspensions of the Work, acts or omissions of CITY or its representatives, agents, contractors or consultants, Differing Site Conditions, or other unforeseen circumstances, of any kind.

CONTRACTOR shall not be entitled to, and hereby conclusively waives, any right to recovery of compensation, costs, expenses or damages for delays, disruptions, hindrances or interferences (including without limitation interruption of schedules, extended, excess or extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of Unavoidable Delays or which are caused by the acts or omissions of CONTRACTOR or of its SUBCONTRACTORS, of any tier.

CONTRACTOR'S rights to recovery of compensation, costs, expenses and damages for delay, disruption, hindrance and interference (including without limitation interruption of schedules, extended, excess and extraordinary field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work) that are the result of extras, changes, additions or deletions in the Work for which CONTRACTOR is entitled to an adjustment of the Contract Price as set forth in CHANGES AND EXTRA WORK of these General Conditions and shall constitute the sole, exclusive and complete compensation that the CITY is obligated to pay CONTRACTOR for all such costs, expenses and damages incurred by CONTRACTOR and its SUBCONTRACTORS, of every tier.

Time extension in calendar days will be granted only if delays are caused by unforeseen events beyond the control of both the CONTRACTOR and the City. Such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR shall not be entitled to damages or additional payment due to such delays. War, government regulations, labor disputes, strikes (when not brought solely against the CONTRACTOR, its subcontractors or material suppliers), fires, floods, adverse weather necessitating cessation of work, other similar action of the elements, inability to obtain materials, equipment or labor, required "extra work", or other specific reasons as may be further described in the specifications may constitute such a delay.

No extension of time will be granted for a delay caused by the inability to obtain materials unless the CONTRACTOR furnishes to the Project Manager documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the CONTRACTOR'S operations and the approved construction schedule.

The amount of time given to the CONTRACTOR is limited to the amount of time the Project is directly impacted by the above described delays. Direct impact means no other project work can proceed.

The CONTRACTOR may be compensated for delays caused solely by the failure of the City to furnish necessary rights-of-way, failure to deliver materials shown in the CONTRACTOR Documents to be furnished by the City, or for the suspension of the work by the City for its own convenience or benefit. If compensable delays could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the CONTRACTOR such amount as the General Manager may find to be fair and reasonable compensation for such part of the CONTRACTOR'S actual loss as was unavoidable.

If the CONTRACTOR desires payment for a delay as specified above or an extension of time, it shall, within thirty (30) days after the beginning of the delay, file with the General Manager a written request and report as to the cause and extent of the delay. The request of payment or extension must be made at least fifteen (15) days before the specified completion date, so as to allow for appropriate investigation. Failure by the CONTRACTOR to file these items within the times specified will be considered grounds for refusal by the City to consider such a request.

Any and all extensions of time granted under the Provisions of these Specifications shall not release the sureties on the bonds accompanying the Contract for the work required herein. The bonds shall remain in full force and effect until the discharge of the Contract.

## CHANGES TO THE CONTRACT

### 52. CHANGES AND EXTRA WORK

The PROJECT MANAGER may, at any time, with or without notice to the Sureties, by written order designated or indicated to be a Change Order, order performance of extra work or make any change, addition or deletion in the Work, including but not limited to changes in the Specifications including Plans and Designs; in the time, method or manner of performance of the Work; in the CITY furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work.

Upon receipt of such Change Order, the CONTRACTOR shall promptly proceed with the Work covered thereby, which shall be performed in accordance with the provisions of the Contract Documents except as otherwise specifically provided.

In the event that CONTRACTOR receives any written order or direction by the CITY, PROJECT MANAGER that is not so designated or indicated to be a Change Order, but which CONTRACTOR believes to constitute an extra, change, addition or deletion in the Work, then CONTRACTOR shall, prior to performance of any Work related thereto, give written confirmation notice to the PROJECT MANAGER confirming CONTRACTOR'S belief that such order or direction is believed to be a Change Order within one (1) working day of CONTRACTOR'S receipt of such order or direction.

CONTRACTOR conclusively waives any right to additional compensation, costs, expenses, damages or extension of time associated with an extra, change, addition or deletion to the Work that is performed by CONTRACTOR without either (i) a written order signed by the CITY, PROJECT MANAGER designated or indicated to be a Change Order and any change, addition or deletion, or (ii) a written confirmation notice issued by CONTRACTOR in accordance with the provisions of this Article.

Should a change be required and it is not feasible to delay construction of that portion of the Work until such time as a regular Change Order can be issued, and the estimated increase in Contract cost does not exceed the amount which can be authorized by the PROJECT MANAGER, an Emergency Change Authorization, in writing, will be issued in the field by the PROJECT MANAGER, and the CONTRACTOR shall then proceed with the Work without delay. Such Emergency Change Authorization shall be followed by a subsequent regular Change Order.

Except as provided in this Article, no order, Statement, or conduct of the PROJECT MANAGER shall be treated as a change under this Article or shall entitle the CONTRACTOR to an adjustment in the Contract Price or Contract Completion Date.

If any change under this Article causes an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this Contract, whether or not said costs or time are specified by any order, the PROJECT MANAGER will make an adjustment to the Contract Price and modify the Contract in writing. Except for claims based on defective Specifications, no claim for any change under this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the CONTRACTOR gives written notice as required. Except as otherwise provided in the Contract Documents, in the case of defective specifications for which the PROJECT MANAGER is responsible, the adjustment shall include any increased cost the CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

If the CONTRACTOR intends to assert a claim for an adjustment in the Contract Price under this Article, it must, within twenty (20) calendar days after receipt of a written Change Order or the furnishing of a written confirmation notice as hereinbefore specified, submit a written statement to the PROJECT MANAGER setting forth the general nature and monetary extent of such claim and all factual grounds therefor. The CONTRACTOR may include the statement of claim in the written notice as hereinbefore specified. Failure to comply with the twenty (20) calendar day notice requirement shall be deemed a waiver of claims by the CONTRACTOR.

No adjustment shall be made under this Article for any suspension, delay, interruption, change or any other cause, to the extent that an adjustment is provided for or excluded under any other provision of the Contract.

Recovery of compensation, costs, expenses or damages resulting from delay, disruption, hindrance, or interference in the performance of the Work (including without limitation interruption of schedules, extended, excess or extraordinary field overhead and indirect overhead costs, loss of productivity and the impact, ripple or cumulative

effect on other Work), shall not be permitted, and all rights thereto are conclusively waived by CONTRACTOR, except to the extent allowed by COMPENSATION FOR DELAY, DISRUPTION AND UNANTICIPATE OVERHEAD of these General Conditions.

No claim by the CONTRACTOR shall be allowed if the claim is made after final payment under this Contract.

### **53. DIFFERING SITE CONDITIONS**

The following provisions shall apply only in the event that there is not a Geotechnical Baseline Report for the Project. If a Geotechnical Baseline Report is so identified, then the provisions of this Article shall not apply and the CONTRACTOR'S rights arising from Differing Site Conditions shall be governed solely by the provisions of the General Requirements pertaining to the CONTRACTOR'S rights in the event of Differing Site Conditions.

Upon discovery and before further disturbance of any unforeseen conditions, the CONTRACTOR shall immediately notify the INSPECTOR and the PROJECT MANAGER, followed by a written notice to the PROJECT MANAGER within twenty-four (24) hours of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Contract; or materially differing from that represented in the Contract Documents which the CONTRACTOR believes may be hazardous waste, as defined in the California Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

The PROJECT MANAGER shall promptly investigate the conditions. If the PROJECT MANAGER finds that conditions materially differ and will cause an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this contract, whether or not changed as a result of such conditions, the PROJECT MANAGER shall, make an adjustment in the Contract Price by Modification to the Contract in writing.

If the CONTRACTOR intends to seek an adjustment to the Contract Price or Contract Completion Date based upon this Article, it must, within twenty (20) calendar days after it first discovered or should have discovered in the exercise diligence and extreme care the existence of Differing Site Conditions, submit a written statement setting forth a detailed cost breakdown in the form required by Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, setting forth the basis of CONTRACTOR'S calculation of the costs saved or, detailed information demonstrating the effect on the CONTRACTOR'S schedule of performance in the same manner as required by the Contract Documents for obtaining approval of extensions of time, identification of the Escrow Bid Documents that formed the basis of the CONTRACTOR'S bid estimate to perform the Work affected by such conditions, and a complete and detailed explanation of the factual basis for the request.

Failure by CONTRACTOR to strictly comply with the requirements of this Article concerning the timing and content of any notice of Differing Site Conditions or of any request for adjustment in Contract Price or Contract Completion Date based on Differing Site Conditions shall be deemed waiver of any claim by the CONTRACTOR for increase in the Contract Price or extension of the Contract Completion Date by reason of such conditions.

CONTRACTOR'S right to compensation for (i) delay, disruption, hindrance, interference, schedule compression, and the impact, ripple or cumulative effect thereof; or (ii) additional supervision, administration, excess, extended or extraordinary overhead, loss of productivity, or similar costs, expenses or damages incurred as a result of or related to any Claim based on Differing Site Conditions shall be limited to such sums as are allowable under COMPENSATION FOR DELAY, DISRUPTION, AND UNANTICIPATED OVERHEAD of these General Conditions.

No claim by the CONTRACTOR for an adjustment hereunder be allowed if asserted after final payment under this Contract.

## **LEGAL REQUIREMENTS**

### **54. CLAIMS AND PROTESTS**

A Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions shall arise upon issuance of a final decision of the PROJECT MANAGER denying, in whole or in part, a request for adjustment in the Contract Price or Contract Completion

Date; provided however, that failure to comply with the requirements of CHANGES AND EXTRA WORK of these General Conditions shall be conclusively deemed to constitute grounds to deny such Claim or Protest.

A Claim or Protest that does not involve an extra, change, addition or deletion to the may be asserted only if the CONTRACTOR shall immediately and prior to performing the Work affected thereby give written notice to the PROJECT MANAGER of such circumstances and of CONTRACTOR'S intention to file a Claim or Protest based thereon. Unless otherwise directed by the PROJECT MANAGER the CONTRACTOR shall proceed without delay to perform the Work and to conform to any order, instruction, or decision of the PROJECT MANAGER with respect thereto.

The CONTRACTOR shall, within twenty (20) calendar days after it first knew, or in the exercise of diligence and extreme care should have known, of the circumstances giving rise to the Claim or Protest, file a written Claim or Protest with the PROJECT MANAGER, stating in detail all objections, grounds and reasons therefore. The CONTRACTOR shall, upon instruction by the PROJECT MANAGER provide, within ten (10) days or such other time as agreed to between the PROJECT MANAGER, the INSPECTOR, and the CONTRACTOR, any and all documents, records or other materials identified by the PROJECT MANAGER as necessary for the resolution of the CONTRACTOR's Claim or Protest.

Claims or Protests seeking time extensions shall be accompanied by such documentation as is required by Article 18, CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of the General Requirements. Claims or Protests seeking recovery of compensation or adjustments to the CONTRACT PRICE, whether or not based on extras, changes, additions or deletions to the Work, shall be in the form of Change Order Cost Quotations prepared in accordance with and subject to all of the requirements of Article 27, PAYMENT FOR CHANGES AND EXTRA WORK of the General Requirements, including without limitation the prohibition on use of total cost and modified total cost methodologies.

CONTRACTOR waives all rights to assert any claims or seek any relief in the form of extensions of time or recovery of additional compensation, costs, expenses, damages from the CITY that are not presented as a Claim or Protest in the manner specified and within the time stated herein. CONTRACTOR further hereby agrees that in the interest of avoiding the additional expense and potential inequity of piecemeal resolution of Claims or Protests, all decisions by PROJECT MANAGER shall be final and binding not only as to all matters asserted in the Claim or Protest, but also as to all matters (including without limitation all rights to extensions of time and recovery of extra compensation, costs, expenses and damages) not asserted in the Claim or Protest that were known to CONTRACTOR, or that could have been reasonably discovered by CONTRACTOR in the exercise of diligence and extreme care, at the time of submission of the Claim or Protest and that are in any way related to the subject matter of the Claim or Protest. All orders, instructions and decisions of the PROJECT MANAGER will be limited to matters properly falling within their respective authority as specified in AUTHORITY OF THE RECREATION AND PARK COMMISSION, PROJECT MANAGER AND INSPECTOR of these General Conditions.

The CONTRACTOR will be informed of the PROJECT MANAGER's decision within thirty (30) days after the CONTRACTOR last submits data pertinent to the protest previously mentioned. In the case of a Claim or Protest that involves an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions, if the Contractor accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Change Order adjusting the Contract Price and Contract Completion Date in accordance with such decision. In the case of a Claim or Protest does not involve an extra, change, addition or deletion to the Work as set forth in CHANGES AND EXTRA WORK of these General Conditions and the CONTRACTOR accepts the decision of the PROJECT MANAGER, then the CONTRACTOR and CITY shall enter into a Modification of the Contract setting forth the terms of the decision and, if appropriate, its effect on the Contract Price or Contract Completion Date. If the CONTRACTOR does not accept the decision of the PROJECT MANAGER, then further appeal of the PROJECT MANAGER's or the decision must be made to the RECREATION AND PARK COMMISSION in writing within twenty (20) calendar days after receipt of the PROJECT MANAGER's decision. The RECREATION AND PARK COMMISSION shall afford the CONTRACTOR an opportunity to be heard and to offer evidence in support of its appeal. All determinations of the RECREATION AND PARK COMMISSION with respect to Claims or Protests shall be final and binding.



In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the Federal regulations (if and to the extent expressly incorporated by reference in the Contract Documents), the laws of the State of California, and the Charter of the City of Los Angeles shall govern and be applicable. Pending final disposition of a protest, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the previously mentioned decision.

Any Claim or Protest, including without limitation any Claim or Protest filed on behalf of or having its source in a claim by Subcontractor, Sub-Subcontractor, or Supplier, at any tier, which the CONTRACTOR chooses to make to the CITY, shall be accompanied by the certification language set forth below signed by a responsible managing officer of the CONTRACTOR'S organization, who has the authority to sign Subcontracts or Purchase Orders on behalf of the CONTRACTOR, and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification. Submission of certification in accordance herewith is a condition precedent to the CITY's consideration of or decision on the Claim or Protest and to the filing and maintenance of any legal action or proceeding to enforce or recover monies under such Claim or Protest. Failure to submit such a certification along with the Claim or Protest, shall result in the Claim or Protest being returned to the CONTRACTOR without any decision and shall waive the CONTRACTOR's right to pursue the Claim or Protest either on its own behalf or on behalf of such Subcontractor or Supplier.

I hereby certify under penalty of perjury that I am a managing officer of (CONTRACTOR'S name) and that I have reviewed this Claim or Protest presented herewith on CONTRACTOR'S behalf and/or on behalf of (Subcontractor's/Supplier's name(s)) and that the following statements are true and correct:

1. The facts alleged in or that form the basis for the Claim or Protest are true and accurate; and,
2. CONTRACTOR does not know of any facts or circumstances, not alleged in the Claim or Protest, that by reason of their not being alleged render any fact or statement alleged in the Claim or Protest materially misleading; and,
3. CONTRACTOR has, with respect to any request for money or damages alleged in or that forms the basis for the Claim or Protest, reviewed the job cost records (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed with mathematical certainty that the losses or damages suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact suffered in the amounts and for the reasons alleged in the Claim or Protest; and,
4. CONTRACTOR has, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim or Protest, reviewed the job schedules (including those maintained by CONTRACTOR and by any Subcontractor or Supplier, of any tier, that is asserting all or any portion of the Claim or Protest) and confirmed on an event-by-event basis that the delays or disruption suffered by CONTRACTOR and /or such Subcontractor or Supplier were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim or Protest; and,
5. CONTRACTOR has not received payment from CITY for, nor has CONTRACTOR previously released CITY from, any portion of the Claim or Protest.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

No Claim or Protest by the CONTRACTOR shall be allowed if made after final payment under this Contract.

**55. COMMENCEMENT OF STATUTE OF LIMITATIONS**

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this Contract or the breach of it will be decided by a Court of competent jurisdiction. It is understood that this Contract is executed and to be performed within the City and County of Los Angeles.

Any applicable statute of limitations shall commence to run and any alleged cause of action by the CONTRACTOR against the CITY arising out of or related to the Project shall be deemed to have accrued in any and all events no later than 30 days after CONTRACTOR'S submittal of its last application for progress payment.

**56. GOVERNING LAW**

The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California. Wherever applicable each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

**57. VENUE**

This Contract will be executed and performed within the City and County of Los Angeles, California.

**58. NO WAIVER OF RIGHTS**

Neither the inspection by the CITY, nor any order by the CITY for payment of money, nor any payment for or acceptance of the whole or any part of the Work by the CITY, nor any extension of time, nor any possession taken by the CITY, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the CITY, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**59. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the CONTRACTOR of final payment shall release the CITY, the PROJECT MANAGER, the INSPECTOR, their officers, agents, representatives, or employees, as representatives of the CITY, from all claims and all liability to the CONTRACTOR for all things done or furnished in connection with the Work and every act of the CITY relating to or arising out of the Work.

**60. PATENTS AND COPYRIGHTS**

The CONTRACTOR shall include in its bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The CONTRACTOR shall indemnify and hold the CITY harmless from any legal action that may be brought for infringement of patents. The CONTRACTOR'S attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The CONTRACTOR shall bear all costs arising from the use of patented goods and /or processes used on and/or incorporated into the Work. When use of these goods and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with concurrence of the PROJECT MANAGER, do one of the following:

1. Secure for the CITY the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);
2. replace said goods and/or processes with non-infringing goods and /or processes;
3. modify said goods and/or processes so that they become non-infringing; or

4. remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the CITY.

The preceding Subarticle shall not apply to any goods manufactured to the detailed design of the CITY contained in the Contract Documents.

#### **61. PUBLIC RECORDS ACT**

All records, documents, plans, specifications and all other information relating to the conduct of the CITY's business, including information submitted by the CONTRACTOR, shall become the exclusive property of the CITY and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 *et seq.*).

Under no circumstances, will the CITY be responsible or liable to the CONTRACTOR, submitter or any other party for the disclosure of any records or information submitted to the CITY, regardless of whether such records or information are labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" (or words to similar effect) and regardless of, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the CITY or its officers, employees, and/or contractors.

The CITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act", including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the CITY's sole involvement will be as a stake holder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the CITY harmless from all costs and expenses including attorneys' fees, in connection with such action.



**GENERAL REQUIREMENTS**

**FOR**

**CONSTRUCTION**

**OF**

**JUNTOS PARK SPLASH PAD WATER  
SYSTEM  
E170381f**

3135 DREW STREET  
LOS ANGELES, CA 90065



Revision Date: 8/15/2016

CONTENTS  
GENERAL REQUIREMENTS

<u>Article</u>		<u>Page</u>
	GENERAL .....	1
1.	ABBREVIATIONS AND REFERENCE STANDARDS .....	1
	CONTRACT DOCUMENTS .....	4
2.	ISSUANCE OF PLANS AND SPECIFICATIONS (revised as of 03/21/14) .....	4
3.	DIVISIONS OF SPECIFICATIONS .....	4
	THE CONTRACTOR'S RESPONSIBILITIES .....	4
4.	SITE SECURITY .....	4
5.	ENVIRONMENTAL CONTROL AND MITIGATION .....	5
6.	MOBILIZATION .....	9
7.	REMOVAL, CLEANUP, AND DEMOBILIZATION .....	11
8.	RECORD DRAWINGS .....	11
9.	EXCAVATION SHORING, FORMS, AND FALSEWORK .....	11
10.	SUBMITTALS .....	12
11.	SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL .....	13
	MATERIALS, EQUIPMENT, AND APPLIANCES .....	14
12.	SURVEYING .....	14
13.	SITE INVESTIGATION .....	15
14.	INSPECTION OF THE WORK .....	15
15.	SAMPLING, TESTING AND FABRICATION INSPECTION .....	16
16.	GUARANTY/WARRANTY .....	18
17.	STORAGE OF MATERIALS AND EQUIPMENT .....	19
	PROGRESS OF THE WORK .....	19
18.	CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK .....	19
19.	WORK BY CITY OR OTHERS .....	22
	PAYMENT FOR WORK .....	22
20.	PARTIAL PAYMENTS (Revised as of 02/01/12) .....	22
21.	PAYMENT FOR MOBILIZATION .....	24
22.	PAY ITEM DEFINITIONS .....	25
23.	SCHEDULE OF VALUES .....	26
24.	NOTICE TO WITHHOLD AND/OR STOP NOTICE .....	26
25.	FINAL PAYMENT .....	27
26.	CHANGE ORDER REQUESTS .....	27
27.	PAYMENT FOR CHANGES AND EXTRA WORK .....	27
28.	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA .....	35



CONTENTS  
GENERAL REQUIREMENTS

<u>Article</u>	<u>Page</u>
29. PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB .....	35
30. PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE.....	36
31. PAYMENT FOR PERMITS .....	37
32. AUDIT AND ACCESS TO RECORDS .....	37
MISCELLANEOUS.....	38
33. INTERFACE/COORDINATION REQUIREMENTS.....	38
34. PROGRESS PHOTOGRAPHS.....	39
35. COMMUNITY RELATIONS.....	39
36. PROJECT CLOSEOUT.....	39
ATTACHMENTS .....	1
ATTACHMENT TO GENERAL REQUIREMENTS ARTICLE 27 .....	1
CHANGE ORDER COST QUOTATION FORM.....	2

## GENERAL

### 1. ABBREVIATIONS AND REFERENCE STANDARDS

#### A. ABBREVIATIONS

Wherever the following abbreviations are used they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers' Association
AI	The Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
CBM	Certified Ballast Manufacturers
CRS	Concrete Reinforcement and Steel Institute
EPA	Environmental Protection Agency
ETL	Department of Building & Safety Electrical Test Laboratory
FCI	Fluid Control Institute, Inc.
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
LABC	City of Los Angeles Building Code
NAAMM	National Architectural Association of Metal Manufacturers
NEC	National Electrical Code
NECA	National Electrical Contractors Association

NEMA	National Electrical Manufacturers Association
NOAA	National Oceanic and Atmospheric Administration (Dept. of Commerce)
OSHA	Occupational Safety and Health Administration (Dept. of Labor)
PCA	Portland Cement Association
RCSC	Research Council on Structural Connections of the Engineering Foundation
SAMA	Scientific Apparatus Manufacturer's Association
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code, International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WATCH	Work Area Traffic Control Handbook
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

## B. REFERENCE STANDARDS

1. APPLICABLE PUBLICATIONS - Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
2. SPECIALISTS' ASSIGNMENTS - In certain instances, specification text requires (or implies) that specific Work is to be assigned to specialists or expert entities, which must be engaged for the performance of that Work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.
3. CODES AND SAFETY STANDARDS - Without limiting the generality of other requirements of the Specifications, Work specified herein shall conform to or exceed the applicable requirements of the following Codes and Safety Standards.
  - a. Applicable Codes:
    - City of Los Angeles Building Code
    - City of Los Angeles Mechanical Code
    - City of Los Angeles Plumbing Code
    - City of Los Angeles Fire Code
    - City of Los Angeles Electrical Code
  - b. References herein to "Building Code" shall mean City of Los Angeles Building Code. Similarly references to "Mechanical Code," "Plumbing Code," "Fire Code," and "Electric Code" shall mean City of Los Angeles Mechanical Code, City of Los Angeles Plumbing Code, City of Los Angeles Fire Code and City of Los Angeles Electric Code respectively.
  - c. Applicable Safety Standards:
    - OSHA Regulations for Construction
    - OSHA Standards
    - Cal-OSHA
  - d. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
  - e. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

- f. References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, as amended to date, and all changes and amendments thereto which are effective as of the date of construction.
  - g. The latest edition of the codes as approved and adopted for use by the CITY as of the date of award shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
4. STANDARD SPECIFICATIONS - References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction (SSPWC), including all current supplements, addenda, and revisions thereof, except that the provisions therein for measurement and payment shall not apply.
  5. STANDARD PLANS - References herein to "Standard Plans" shall mean the Standard Plans issued by the City of Los Angeles which drawings are hereby incorporated in and made a part of these Contract Documents, and copies of which are available for a fee.
  6. CONFLICT BETWEEN CODES, SAFETY STANDARDS, REFERENCE STANDARDS, DRAWINGS AND OTHER CONTRACT DOCUMENTS - In case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern. Conflicts shall be brought to the attention of the PROJECT MANAGER for clarification and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid for the most stringent requirements.

## CONTRACT DOCUMENTS

### 2. ISSUANCE OF PLANS AND SPECIFICATIONS

- A. Unless otherwise provided in the Contract Documents, the PROJECT MANAGER will furnish to the CONTRACTOR TEN (10) sets each of the Plans, Specifications and, Geotechnical Report without charge. Additional sets desired by the CONTRACTOR or Subcontractors will be furnished upon request, but at the CONTRACTOR's expense.
- B. Drawings, Specifications, Special Provisions, and copies thereof are the property of the CITY. They are not to be used on other work. Necessary bid documents will be available to prospective bidders. Bidders will be issued plans and specifications for a fee. This fee is stated in the "Notice Inviting Bids" of the Contract Documents.
- C. Standard Plans for the CITY, which are noted on the drawings, are available for a fee. Also see the City of Los Angeles, Bureau of Engineering Web pages for Standard Plans at <http://eng.lacity.org/techdocs/stdplans>.

### 3. DIVISIONS OF SPECIFICATIONS

The specifications are arranged into the Construction Specifications Institute (CSI) sixteen (16) Division format with an additional Division 17 for Instrumentation and Controls (if applicable).

- A. The organization of the Specifications into divisions, sections, parts, and paragraphs shall not control or limit the CONTRACTOR in dividing the Work among Subcontractors of any tier. The CONTRACTOR shall be solely responsible for all subcontract arrangements of Work regardless of the organization of the specifications.
- B. Titles of Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

## THE CONTRACTOR'S RESPONSIBILITIES

### 4. SITE SECURITY



- A. In addition to the responsibilities specified in other Articles of these Requirements, and the General Conditions, the CONTRACTOR shall be responsible for the security of all its construction equipment, materials, tools, facilities, and vehicles (personal, private, or contractual) while performing the Work of this Contract. This requirement shall be effective twenty-four (24) hours per day for the duration of the Contract. CONTRACTOR shall familiarize themselves with the location of the job site and scan the premises by means necessary to protect the property, including but not limited to, provision of fencing, guards, security system or other means as necessary.

## 5. ENVIRONMENTAL CONTROL AND MITIGATION

### A. CONTROL

#### 1. Fugitive Dust and Smoke Control:

Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.

- a. Criteria for Fugitive Dust - Detailed descriptions and explanations of specific impact mitigation measures are contained in South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Limitation on Fugitive Dust Emissions). Key features of mitigation options described are as follows:
- i. Do not cause or allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond property line of the emission source.
  - ii. Take precautions to minimize fugitive dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste. Utilizes at least one Reasonably Available Control Measure (RACM) for each potential source of fugitive dust. Do not cause or allow particulate matter to exceed 50 mg/m<sup>3</sup> when determined as difference between upwind and downwind samples collected on high volume particulate matter samplers or other EPA approved equivalent method for PM-10 monitoring at the property line for a five hour period during the time of active operations.
  - iii. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of their operations. Precautions include, removal of particulate matter from equipment before movement to paved streets or prompt removal of material from paved streets onto which such material has been deposited.
- b. As a minimum - Use the following procedures and techniques:
- i. Cover loads of materials, debris and soil transported from construction sites. Trim or remove loose material from loads before leaving Project.
  - ii. Daily or more frequently, if necessary, water down and sweep adjacent streets and sidewalks that have construction vehicles carrying debris and excavated materials.
  - iii. Establish regular cycles and locations for cleaning trucks that haul soil from site.
  - iv. Water down construction sites whenever required to suppress dust, particularly during handling of excavation soil or debris or during demolition.
  - v. If conveyors are used, cover all transfer points along conveyor system moving soil. Minimize drop height to the stockpile. Provide a sprinkler system that will apply water to soil before it drops to stockpile.
  - vi. Any adapted measures developed by SCAQMD on Best Available Control Measures

(BACM) for Fugitive Dust and Rule 403 will be incorporated into the site operations for Fugitive Dust Control.

- vii. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
- viii. Use construction equipment designed and equipped to prevent or control air pollution in conformance with most restrictive regulations of EPA, State and local authorities. Maintain evidence of such design and equipment and make available for inspection by Authority or its designee.
- ix. Establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on Project. Keep records available for inspection by Authority or its designee.
- x. Comply with the requirements of Title 8, California Code of Regulations, concerning handling of asbestos dust.
- xi. Implement Fugitive Dust Measures listed in tables 1 and 2 of SCAQMD Rule 403 and perform record keeping in accordance with Sections (e)(1) of said rule. Make records available to Authority or its designee for inspection.

## 2. Rubbish Control

- a. Through all phases of construction, including suspension of Work and until final acceptance of the Project, keep the site of the Work and other areas used by it in a neat and clean condition, and free from an accumulation of rubbish and debris. Dispose of rubbish and waste materials of any nature occurring at the worksite and establish regular intervals of collection and disposal of such materials and waste. Keep CONTRACTOR haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Take care to prevent spillage on haul routes. Remove such spillage immediately and clean the area. Confine equipment and material storage to areas approved by the PROJECT MANAGER. Dispose of rubbish and surplus materials off the construction site, at the CONTRACTOR's expense, in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and the requirements of the OSHA Safety and Health Standards for Construction. Include cleanup cost in the CONTRACTOR's Bid.

## 3. Sanitation

- a. Fixed or portable chemical toilets shall be provided for the use of the CONTRACTOR's employees. These accommodations shall be maintained in a neat and sanitary condition. Toilets at construction job sites shall conform to the requirements of Title 8, California Code of Regulations.
- b. Wastewater conveyance and disposal shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill. Establish a regular schedule for collection of sanitary and organic waste. Dispose of wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations away from the site in a manner satisfactory to the INSPECTOR and in accordance with laws and regulations pertaining thereto. Dispose of such wastes at the CONTRACTOR's expense.

## 4. Chemicals

The following paragraph does not relieve the CONTRACTOR from its responsibility for obtaining

prior approval from the PROJECT MANAGER for chemical usage when otherwise required.

- a. Provide four (4) copies of the MSDS to the PROJECT MANAGER for all chemicals used during Project construction or furnished for Project operation, prior to bringing them on site, whether soil conditioning agents, lubricants, defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, soil conditioning agents, lubricants, reactant, or of other classification, which shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

5. Odor Control

- a. The CONTRACTOR shall furnish all labor, materials, and equipment required and shall carry out effective measures wherever and as often as necessary to prevent the discharge of a nuisance odor from its operation into the atmosphere in such quantity as will violate the regulations of any legally constituted authority. During construction, the CONTRACTOR shall notify the PROJECT MANAGER and the INSPECTOR at least forty-eight (48) hours in advance when potential odor-causing activities are scheduled for construction.

6. Noise and Vibration - Comply with requirements of CITY noise ordinances and mitigation specified below.

- a. Lighting – Shield worksite lighting to prevent disturbance to adjacent properties.

B. MITIGATION

1. General

- a. The CONTRACTOR shall mitigate the adverse environmental impacts associated with the Work of the Contract. The CONTRACTOR shall indemnify and hold harmless the CITY from any and all fines, penalties or damages incurred by the CITY for violation of any environmental mitigation measures or permit caused by the CONTRACTOR's failure to comply with environmental mitigation measures of this Article. The measures that the CONTRACTOR shall take to mitigate environmental impacts include, but are not limited to the following:

- b. The CONTRACTOR, a minimum of thirty (30) days prior to beginning Work on each new major activity, shall submit a written plan to the PROJECT MANAGER, detailing how the environmental impacts for the activity shall be mitigated. The plan shall include, at a minimum:

- i. Anticipated site conditions;
- ii. Equipment to be utilized;
- iii. Means and methods of construction;
- iv. Impacts likely to occur;
- v. Mitigation methods to be employed.

2. Storm Water Pollution Control

- a. Comply with the State General Construction Activity Storm Water Permit.

- b. Minimum Water Quality Protection Requirements – The Contractor is required to meet the following minimum standards of good housekeeping:

- i. Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage, or

wind.

- ii. Stockpiles of earth and other construction-related materials must be protected from being transported from the site by wind or water.
  - iii. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil nor the surface waters. All approved toxic storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
  - iv. Excess or waste concrete may not be washed into the public way or any drainage system. Provisions shall be made to retain concrete wastes on-site until they can be appropriately disposed of or recycled.
  - v. Trash and construction-related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
  - vi. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public ways. Accidental depositions must be swept immediately and may not be washed down by rain or by any other means.
- c. Wet Weather Erosion Control Plan (WWECP) – Pursuant to Section 61.02 of the LAMC, whenever it appears that the construction site will have grading between October 1 and April 15, the Contractor shall submit a WWECP to the Project Manager for approval within 30 days after award of contract or get approval 30 days prior to the beginning of the rainy season, whichever is longer. Note: Guidance on preparing the WWECP can be found in the Development Best Management Practices Handbook – Part A, Construction Activities adopted by the Board of Public Works on August 2, 1999, as authorized by Section 64.72 of the Los Angeles Municipal Code. This handbook can be obtained at cost at the public/permit counters of the Bureau of Engineering.
- d. The Contractor shall file a “Notice of Intent” (NOI) with the State Water Resources Control Board to comply with the California General Construction Activity Stormwater Permit (NPDES No. CAS000002) and prepare and implement a Stormwater Pollution Prevention Plan (SWPP). Whenever the CONTRACTOR is required to get any type of permit from the Department of Building and Safety (DBAS), the CONTRACTOR shall show a Waste Discharge Identification Number (WDID) to the DBAS as proof of submittal of the NOI. If the CONTRACTOR does not need any type of permit from the DBAS, the CONTRACTOR shall show the WDID to the PROJECT MANAGER.

### 3. Noise and Vibration

#### a. General

- i. The Work specified in this Article consists of eliminating excessive noise and vibration generated by construction activities, complying with applicable noise regulations and specifications requirements, monitoring and reporting noise and vibration measurements.
- ii. Use equipment with effective noise-suppression devices and employ other noise control measures such as enclosures and noise barriers necessary to meet the noise limits specified and to protect the public. Schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the construction activities and to occupants of buildings in the

vicinity of the construction activities.

iii. Noncompliance Corrective Action – If, at any time prior to or during the construction, complaints are received from the public, the PROJECT MANAGER shall direct the CONTRACTOR to undertake immediate corrective action through equipment modification, additional noise abatement equipment or a change in operating procedures.

b. Construction Vibration

i. Ground-borne vibrations from equipment may have the potential of causing an impact to the existing structure. The CONTRACTOR shall mitigate and/or repair any damage caused by vibration.

## 6. MOBILIZATION

### A. GENERAL

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the work:

1. Obtaining all permits, insurance, and bonds.
2. Moving onto the job-site all CONTRACTOR's plant and equipment as required.
3. Erecting temporary buildings and other construction facilities.
4. Installing temporary construction power and wiring.
5. Establishing fire protection system for its temporary facilities.
6. Developing construction water supply.
7. Providing field office trailers for the CONTRACTOR AND INSPECTOR, complete with all specified furnishings and utility services, including telephones.
8. Providing connections to onsite sanitary facilities as specified.
9. Providing for potable water facilities as specified. This includes a means by which all on site contractor, subcontractor or supplier personnel can wash their hands with soap.
10. Arranging for and erection of CONTRACTOR's work and storage yards and sheds.
11. Submittal of all required Subcontractor insurance certificates and bonds.
12. Posting all CAL-OSHA required notices and establishment of safety programs.
13. Have the CONTRACTOR's representative at the job site full time.
14. Furnishing of Construction Schedule, Bid Breakdown and Submittal Schedules.

### B. TEMPORARY CONSTRUCTION UTILITIES AND WORKSITE FACILITIES

The Contractor shall provide the following worksite facilities, as indicated below:

Yes (1) The Contractor shall provide adequate sanitary conveniences for use of persons employed on the work. These conveniences shall be properly secluded from public observation and maintained in a neat and sanitary condition in the manner and places required by the Project Manager. The use of these conveniences shall be strictly enforced, and they shall be maintained at all times until completion of the work, when they shall be removed from the premises and the area left clean and free from any nuisance. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwelling and camps.

Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system.

Sewage shall not be permitted to flow in trenches or be covered by backfill.

- Yes (2) The Contractor shall provide the power and light needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to power facilities as necessary for required tests.
- Yes (3) The Contractor shall provide the water needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the City Department of Water and Power; assume all costs; and make and remove all connections to water facilities as necessary for required tests.
- Yes (4) The Contractor shall provide the gas needed for construction until permanent meter installation is completed. The Contractor shall make all necessary arrangements with the Gas Company; assume all costs; and make and remove all connections to gas facilities as necessary for required tests.
- Yes (5) The Contractor shall provide a temporary shed on the site for the safe storage of his material and equipment. The floor shall be weathertight with a wood floor above grade. The shed shall be removed upon completion of the work or by order of the General Manager.
- Yes (6) The Contractor shall provide an office for the Inspector for the entire period of construction or until the General Manager orders its removal. The office, to be located as the General Manager directs, shall be weathertight and have not less than 100 square feet floor area; screened windows that open in opposite walls; a door with latch set and hasp for padlocking; a built in counter of sufficient size for a full set of job blue prints with a drawer for filing 9" x 12" folders; a stool and a plan rack for drawings; an electric heater, a 12" electric fan and electric lights.
- Yes (7) The Contractor shall provide a job telephone for the use of City personnel only. The Contractor shall make all necessary arrangements with the telephone company; assume all costs and pay for all calls. The telephone is to be located so that it is easily accessible from the job office and provided with an outside extension bell.
- Yes (8) The Contractor shall maintain temporary drainage to keep excavations, pits and trenches free of water accumulation, by pumping if necessary. The Contractor shall protect against damage caused by water backing up in sewers and drains.
- Yes (9) The Contractor shall exercise every reasonable precautions to protect channels, storm drains and bodies of water from pollution; and shall conduct and schedule construction operations so as to minimize or avoid muddying and silting of said channels, drains and waters. Water pollution control work shall consist of constructing any facilities which may be required to prevent, control and abate water pollution.

The Project Manager, authorized representative of the General Manager, in charge of this project is:

<<Enter Project Manager Name>> at (213) ###-###

All correspondence should be addressed to the Project Manager at [Note new address as of 03/29/12]:

Department of Public Works, Bureau of Engineering  
Recreation and Cultural Facilities Program  
1149 S. Broadway, Suite ###,  
Los Angeles, California 90015

## 7. REMOVAL, CLEANUP, AND DEMOBILIZATION

- A. Upon completion of the contracted Work, remove all CONTRACTOR tools, materials and other articles from the CITY's property. Should the CONTRACTOR fail to take prompt action to this end, the CITY at its option and without waiver of such other rights as it may have, on thirty (30) calendar days notice, may treat them as abandoned property. Sweep floors broom clean, clean exterior and interior surfaces and windows and remove rubbish and debris resulting from the contracted Work and maintain the job site in a clean, orderly and safe condition at all times until completion of the physical Work and written Notice of Partial Acceptance. Failure to comply with this requirement shall be grounds for the CITY to assess clean-up costs in the amount of 5% of the mobilization cost.



## 8. RECORD DRAWINGS

- A. Record Drawings are full size drawings (Plans) which are marked up during construction to delineate the actual in-place constructed conditions. Record Drawings shall be provided by the CONTRACTOR for this Project. Requirements for Record Drawings as specified elsewhere shall supplement the requirements specified herein.
- B. Record Drawings shall include all changes in the plans including those issued as Change Orders, Plan Clarifications, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the Project but not shown on the plans. Substructures encountered while excavating that are left in place shall be located by survey, to the satisfaction of the PROJECT MANAGER, shown, and identified on the Record Drawings. Substructures, including but not limited to concrete structures, electrical conduit and duct banks, drains and sanitary sewer pipelines, process piping, water lines, etc, whose installed location differs from that shown on the original plans shall be precisely located by survey to the satisfaction of the PROJECT MANAGER and recorded on the as-built drawings before backfilling.
- C. Mark Record Drawings with red ink or chemical fluid on one (1) set of full size prints to produce a record of the complete installation. Prepare additional drawings that may be required to indicate record conditions on 24" x 36" paper. Additions to Contract Drawings shall employ and use drafting standards, which are consistent with the drafting standards, used in the Contract Drawings.
- D. Keep Record Drawings on the job and update during construction and make available for the PROJECT MANAGER'S inspection and copying at all times. The PROJECT MANAGER will review the Record Drawings before submittal of monthly payment requests. If in the opinion of the PROJECT MANAGER, the Record Drawings are not current, approval of the monthly payment may be withheld until the drawings are made current. Submit a signed certification with each monthly payment request stating that the Record Drawings are current and accurate as of the date of the payment request.
- E. Where the plans are diagrammatic or lacking precise details, produce dimensioned full size sheets as the Record Drawings. For installations outside of structures, the locations shall be given by coordinates and elevations. Where substructures are encased in concrete, the outside dimensions of the encasement shall also be given.
- F. In the case of those drawings which depict the detail requirements for equipment to be assembled and wired in the factory, the Record Drawings shall be updated by indicating those portions which are superseded by final Shop Drawings and by including appropriate reference information describing the Shop Drawings by manufacturer, drawing and revision numbers.
- G. At the completion of the Work and after final inspection, copy the Record Drawing (as installed) data, using red ink, onto a new set of high quality prints provided by the CITY. Certify to the completeness and accuracy of the "as installed" information indicated on the prints with its signature. Then deliver as a submittal to the PROJECT MANAGER for review and approval both the field developed prints and the final signed prints as a condition precedent to the CITY'S release of any retained funds.

## 9. EXCAVATION SHORING, FORMS, AND FALSEWORK

- A. Whenever Work under the Contract involves trench excavation five (5) feet or more in depth, or any kind of shoring, design and prepare plans for the required shoring, bracing, and sloping. In addition to the Division 2 specified requirements, submit plans and calculations to the PROJECT MANAGER in advance of excavation to ensure workers' protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards established by the Cal-OSHA Construction Safety Orders, the plan shall be prepared by a California registered civil or structural PROJECT MANAGER employed by the CONTRACTOR, and include all costs therefore in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Article shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Article shall be construed to impose liability on the CITY, PROJECT MANAGER, INSPECTOR, or any of their officers, agents, representatives, or employees.

- B. Secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs". This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.
- C. Comply fully with the requirements of the Cal-OSHA Construction Safety Orders, regarding the design of forms, false work, and shoring for concrete placement, and the inspection of same before placement of concrete. Where the Construction Safety Orders requires the services of a civil PROJECT MANAGER registered in the State of California to approve design calculations and Working Drawings of the false work or shoring system, to inspect such system prior to placement of concrete, employ a registered civil PROJECT MANAGER for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.
- D. No Work under this Article shall start until the PROJECT MANAGER has accepted the plans and the CONTRACTOR has obtained permits required and furnished a copy to the PROJECT MANAGER.

## 10. SUBMITTALS

- A. Furnish a schedule and list of required submittals to the PROJECT MANAGER, in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these General Requirements, including required submittals by Subcontractors.
- B. Wherever called for in these specifications or on the plans, or where required by the PROJECT MANAGER, furnish to the PROJECT MANAGER for review 10 copies of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, Shop Drawings, Working Drawings fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, Submit said submittals to the PROJECT MANAGER at a time sufficiently early (see paragraph F. below) to allow review of same by the PROJECT MANAGER and to accommodate the rate of construction progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. Submittals shall be in English.
- C. Design or Shop Drawings or other submittal shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. A submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the PROJECT MANAGER'S discretion, for resubmittal.
- D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the PROJECT MANAGER.
- E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching Work; and other pertinent details. When required, PROJECT ENGINEERING computations shall be submitted. Be responsible for delivering reviewed copies of Shop Drawings to all others whose Work is dependent thereon. Maintain at the site of the Project, a complete file of approved Shop Drawings and manufacturers' data for this Project, at all times.
- F. Except as may otherwise be provided herein, the PROJECT MANAGER will make a reasonable attempt to return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within 30 calendar days following their receipt by the PROJECT MANAGER. It is considered reasonable that the

CONTRACTOR shall make a complete and acceptable submittal to the PROJECT MANAGER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the PROJECT MANAGER's review beyond the third submittal. Submittal will be returned to the CONTRACTOR with one of three (3) markings:

- G. If three (3) copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN/PROCEED," formal revision and resubmission of said submittal will not be required.
- H. If three (3) copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY," formal revision and resubmission of said submittal will not be required.
- I. If one (1) copy of a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT/DO NOT PROCEED," revise said submittal and resubmit TEN (10) copies of said revised submittal to the PROJECT MANAGER.
- J. Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the PROJECT MANAGER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN/PROCEED," or "MAKE CORRECTIONS NOTED/PROCEED CONDITIONALLY." Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra Work.
- K. CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the PROJECT MANAGER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the PROJECT MANAGER of any CONTRACTOR submittal will be made for any items that have not been so certified by the CONTRACTOR. Non-certified submittals will be returned to the CONTRACTOR without action taken by the PROJECT MANAGER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- L. The PROJECT MANAGER's review of CONTRACTOR submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the specifications. Assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other Work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR's risk and expense. Be responsible for the dimensions and the design of adequate connections and details.

## 11. SUBSTITUTIONS AND "OR EQUAL" SUBMITTAL

- A. Make "Or Equal" submittals within thirty (30) calendar days after issuance of Notice-to-Proceed. A request or submittal received after the specified period will be considered as NOT EQUAL to that so specified and will be processed as a substitution described hereinafter.
- B. Clearly identify manufacturers' data submitted to the PROJECT MANAGER for review and acceptance each proposed substitute with the corresponding Contract Drawing detail and Specification section. If the PROJECT MANAGER decides to accept for use in the Project a material, process or article which is not the equal of that specified, make substitution in the manner described in Article 52 CHANGES AND EXTRA WORK of the General Conditions, with a credit to the CITY for the difference in value.
- C. The PROJECT MANAGER will determine whether the material offered is equivalent to that specified. Any revision to structures, piping, mechanical, electrical, instrumentation, or any other Work made necessary by such substitution must be approved by the PROJECT MANAGER, and the entire cost both direct and indirect of these revisions shall be borne by the CONTRACTOR.
- D. Materials, processes, or articles may be requested as a substitution by the CONTRACTOR, in lieu of that

specified, under the following conditions:

1. Submit in writing and in the manner described in SUBMITTAL of these General Requirements.
2. Submit thirty (30) calendar days before starting the Work, as established by the PROJECT MANAGER, so as not to cause any delay in completion of the Project. No other request will be considered after expiration of the period specified, except that in exceptional cases where it is determined to be in the best interest of the CITY, as approved by the PROJECT MANAGER.
3. Agree to pay for all PROJECT ENGINEERING and design services, if required, to make changes and adjustments in material and Work of trades directly or indirectly affected by the substitute, to the satisfaction of the PROJECT MANAGER, at no cost to the CITY.
4. All requests for substitution shall be made through the CONTRACTOR. Submissions by the CONTRACTOR shall imply the CONTRACTOR's approval of such substitution.
5. No requests for substitutions will be considered during the bidding period.
6. Furnish adequate data with each request for approval of a substitute to enable the PROJECT MANAGER to evaluate the proposed substitution.

## **MATERIALS, EQUIPMENT, AND APPLIANCES**

### **12. SURVEYING**

#### **A. DEFINITIONS**

1. CONTRACTOR's Surveyor - Shall be a registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying by the State of California in compliance with Business and Professions Code Section 8700, *et. Seq.* cited as the Land Surveyor's Act.
2. Construction Stakes - Durable markers that will maintain elevations, station, and offset for the duration of use as reference markers for construction.
3. Surveying - Described in Section 8726 of the Land Surveyor's Act.
4. Survey Manual - City of Los Angeles, Bureau of PROJECT ENGINEERING Manual, Part J – Survey.

#### **B. SURVEY SERVICES**

1. The CONTRACTOR's Surveyor shall comply with State Law and the latest edition of the Standard Specifications for Public Works Construction, "Green Book", and its supplement.
  - a. The contractor shall employ the Contractor's Surveyor.
  - b. All work shall utilize CCS 83, Zone 5, and NAVD 88 control systems.
  - c. CONTRACTOR's Surveyor to utilize horizontal & vertical control provided by PROJECT MANAGER and referenced on drawings.
  - d. Work shall conform to the lines, elevations, and grades shown on the plans.
  - e. CONTRACTOR's Surveyor shall notify the PROJECT MANAGER, in writing, of all material discrepancies between existing survey control and the current Work. Any material discrepancies shall be resolved prior to start of construction.
  - f. During progress of construction, CONTRACTOR's Surveyor to provide surveying services as necessary, or as requested by PROJECT MANAGER or INSPECTOR, to assure construction complies with Contract Documents.

- g. CONTRACTOR's Surveyor shall fulfill duties of "PROJECT MANAGER" described in Standard Specifications for Public Works Section 2.9, Surveying, except that the City forces shall be notified 7 days prior to the CONTRACTOR disturbing any street centerline control monuments so they can be preserved by City forces.
  - 2. Safety - CONTRACTOR's Surveyor shall conform to recommended safety standards for all Work, as set forth in the latest edition of Work Area Traffic Control Handbook (WATCH) adopted by the City of Los Angeles Board of Public Works. Compliance with the Confined Space Regulations in the California Code or Regulations, Title 8, Section 5157 of the Cal/OSHA Safety Orders is mandatory.
- C. CONSTRUCTION SURVEYS:
- 1. Conform to Survey Manual Part J, Section J 600 of Bureau of PROJECT MANAGER.
  - 2. CONTRACTOR's Surveyor - Provide all reference stakes and form checks necessary for construction and inspection of improvements. Document construction staking in survey field notes as described in Part C.4 in this Article. Staking may include, but is not limited to - removals, joins, rough grade, slope, utilities, storm drain, sewer, curb, walk, paving, wall, tunnels, building stakes and other staking necessary for construction and inspection.
  - 3. Form Checks - CONTRACTOR's Surveyor to check forms where durable points may be disturbed, removed, or is impractical to be used to verify the design location. Record measured location in survey field notes as described in Part C.4 in this Article. Notify PROJECT MANAGER of all variations from plan locations.
  - 4. Staking Interval and Offset Lines - Staking intervals shall be in accordance with Survey Manual, Figure J 615.225A. CONTRACTOR's Surveyor to set stake lines at an offset distance from the improvement to ensure proper grade, station and alignment.
  - 5. Utility Stakes - CONTRACTOR's Surveyor shall provide stakes for utilities, public or private, which require location or relocation unless PROJECT MANAGER states otherwise.

### 13. SITE INVESTIGATION

- A. Before beginning the Work, inspect related and appurtenant Work and report in writing to the PROJECT MANAGER conditions which will prevent proper completion of the Work. Except as provided for in Article 53, DIFFERING SITE CONDITIONS, of the General Conditions, failure to report any such conditions shall constitute acceptance of all site conditions, and required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its sole cost and expense without any adjustment in the Contract Price or extension of the Contract Completion Date.

### 14. INSPECTION OF THE WORK

- A. Whenever the CONTRACTOR intends to carry on the Work of this Contract on a Saturday, Sunday, or holiday, or more than two eight (8) hours a day shifts on Monday through Friday, or any variation in the time of the workday as set forth in the GENERAL CONDITIONS, length of the workday and work week, notification shall be given to the INSPECTOR and the PROJECT MANAGER of such intention at least forty-eight (48) hours in advance so that inspection may be arranged. No Work shall be allowed during these times without the approval of the INSPECTOR and no demolition will be permitted on Saturdays, Sundays, or holidays without the prior approval of the Board. All CITY inspection required by the CONTRACTOR on holidays, weekends and overtime for the sole convenience of the CONTRACTOR shall be accomplished at the sole expense of the CONTRACTOR by issuance of a deductive Change Order.
- B. Conduct the Work under the general observation of the PROJECT MANAGER and be subject to inspection by the INSPECTOR to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, Plant, shop or field inspection, as required. The INSPECTOR shall be



permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. Materials and articles furnished by the CONTRACTOR shall be subject to inspection, and no materials or articles shall be used in the Work until they have been inspected and accepted by the INSPECTOR.

- C. Do not backfill, bury, cast concrete, hide or otherwise cover Work until it has been inspected by the INSPECTOR, and other Agencies from which a permit is required. Whenever the CONTRACTOR is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, notify the INSPECTOR not less than forty-eight (48) hours in advance to request inspection before beginning such Work of covering. Failure of the CONTRACTOR to notify the INSPECTOR at least forty-eight (48) hours in advance of such inspections will be cause for the INSPECTOR to require a sufficient delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required, and costs of such delays, including its effect upon other portions of the Work, shall be borne by the CONTRACTOR. Work so covered in the absence of inspection shall be subject to uncovering at the sole expense of the CONTRACTOR. Where uninspected Work cannot be uncovered, such as in concrete cast over reinforcing steel, such Work shall be subject to demolition, removal, and reconstruction under proper inspection, and no additional payment will be allowed therefore.
- D. The presence of the PROJECT MANAGER or the INSPECTOR, shall not relieve the CONTRACTOR of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the PROJECT MANAGER or the INSPECTOR. If the CONTRACTOR fails to replace any defective or damaged Work or material after reasonable notice, the INSPECTOR may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the CONTRACTOR, otherwise the CONTRACTOR shall pay the CITY if there remains insufficient or no amount to be paid by the CITY to the CONTRACTOR.
- E. The INSPECTOR will have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site. If the INSPECTOR, through an oversight or otherwise, has not rejected materials or Work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the INSPECTOR upon discovery. Promptly remove rejected articles or materials from the site of the Work after notification of rejection. Costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.
- F. At the completion of Work, after completion of all corrections, a final inspection will be made by the INSPECTOR, the PROJECT MANAGER, and the CONTRACTOR, as applicable. The INSPECTOR will provide a Final Inspection Correction List itemizing all Work necessary to complete the Project satisfactorily.

## 15. SAMPLING, TESTING AND FABRICATION INSPECTION

### A. GENERAL

- 1. Materials and fabricated articles furnished by the CONTRACTOR may be subject to inspection and testing and no materials or fabricated articles shall be incorporated into the Work until they have been accepted by the INSPECTOR. The CONTRACTOR shall ensure that all items requiring shop inspection are inspected at their source as required by the CONTRACT.
- 2. Fabrication may be subject to inspection by the INSPECTOR, to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop or field inspection, as required. The PROJECT MANAGER or INSPECTOR shall be permitted access to all parts of the Work, including Plants where materials or equipment are manufactured or fabricated. When a third party inspector is approved, meetings may be scheduled with the



PROJECT MANAGER or INSPECTOR at the manufacturing facility to review the progress of the Work and the inspection activities.

3. Fabricate items using Shop Drawings that have been submitted to the PROJECT MANAGER and approved in accordance with SUBMITTALS of the GENERAL REQUIREMENTS. Provide shop inspection on materials and/or equipment so designated on the CONTRACTOR's approved Shop Drawings.
4. Material which is subject to or requires shop inspection and arrives at the job site without inspection by the INSPECTOR will be rejected by the INSPECTOR and shall be removed from the job site by the CONTRACTOR at the CONTRACTOR's sole expense.

B. SAMPLES AND TEST SPECIMENS

1. CONTRACTOR shall obtain, perform and pay for all testing. Testing shall be performed at a certified laboratory approved by the PROJECT MANAGER.
2. Samples and test specimens required under these specifications shall be furnished, prepared for testing, and delivered, to the approved testing laboratory at no cost to the CITY.
3. In addition to any other inspection or quality assurance provisions that may be specified, the PROJECT MANAGER or the INSPECTOR shall have the right to independently select, test, and analyze, at the expense of the CITY, additional test specimens of any or all of the materials to be used. Whenever any portion of the Work fails to meet the requirements of the specifications as shown by the results of independent testing or investigation all costs of such independent inspection and investigation, and all costs of removal, correction, and reconstruction or repair of any such Work shall be borne solely by the CONTRACTOR.
4. When the manufacturer, fabricator, supplier, or subcontractor provides the results of tests from samples taken at the mill, factory, or warehouse, the PROJECT MANAGER or INSPECTOR will accept the test reports provided the following conditions are met:
  - a. The Testing Agency was approved by the PROJECT MANAGER or INSPECTOR prior to performing the tests, and that all necessary certifications were valid at the time the tests were performed.
  - b. The tests were performed in conformity with the specifications for the specified materials or items.
  - c. The reports are made in the form of an affidavit specified hereinafter.
5. Whenever the approved independent testing laboratory or inspector takes samples of materials other than at the site, the deliveries to the site of materials represented by such samples shall be identified as specified for the specific material. The results of such tests shall be reported to the INSPECTOR in the form of affidavits attested to by the testing agency. Such affidavits shall furnish the following information with respect to the material sampled:
  - a. Manufacturer's name and brand.
  - b. Place of sampling.
  - c. Sufficient information to identify the lot, group, bin, or silo from which the samples were taken.
  - d. Amount of material in the lot sampled.
  - e. Statement that the material has passed the requirements.
  - f. Notarized signature and title of the person making the affidavit and the date of execution of the affidavit.
6. THIRD PARTY INSPECTION REQUIREMENTS
  - a. The proposed third party inspection and/or testing company must gain approval by the

PROJECT MANAGER after award. Obtain this approval before producing any material or manufacturing any product or equipment. The approved inspection and/or testing agency shall not sublet or assign its Work to any other agency.

- b. Comply with requirements as identified in the CONTRACT.
- c. The Work and activities of the third party inspection and/or testing agency shall be monitored by the INSPECTOR during meetings to ensure compliance with the Contract Documents.

7. THIRD PARTY TESTING AND INSPECTION LABORATORY APPROVAL PROCEDURES

- a. The PROJECT MANAGER will approve third party inspection and/or testing agencies/laboratories.
- b. Requests for approval of a third party inspection agency and/or test laboratory shall be in writing from the CONTRACTOR to the PROJECT MANAGER.
- c. The letter requesting approval of a third party test laboratory and/or private inspection agency shall contain all of the following information:
  - i. Complete title of Project.
  - ii. Project Work order number.
  - iii. Name of proposed testing laboratory or inspection agency.
  - iv. Address and telephone number of proposed testing laboratory/inspection agency.
  - v. Contact person at proposed testing laboratory/inspection agency.
- d. The PROJECT MANAGER will notify the CONTRACTOR by letter if the testing laboratory/inspection agency has been approved.

**16. GUARANTY/WARRANTY**

- A. The CONTRACTOR shall and does hereby warrant and guaranty that Work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the Project by the Recreation and Park Commission, except certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as hereinafter specified. In the event, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the Project, the guarantee period for those portions will commence on the date shown on the Statement of Partial Completion.
- B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.
- C. Within thirty (30) calendar days prior to completion of all Work the CONTRACTOR shall submit to the PROJECT MANAGER original copies of all manufacturers guaranties covering all supplied and installed equipment and, where applicable, systems.
- D. In addition to the requirements of Contract Bonds, of the General Conditions, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this Project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions.
- E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the PROJECT MANAGER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and

prosecute with due diligence all work necessary to fulfill the terms of this Article and to complete the Work within a period of time as approved by the PROJECT MANAGER. In the event of failure by the CONTRACTOR and/or its surety to respond to the notice or to complete the Work required by this Article within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

## 17. STORAGE OF MATERIALS AND EQUIPMENT

- A. Store and protect materials and equipment in accordance with the manufacturer's instructions, with seals and labels intact and legible. Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of the materials or equipment and perform the manufacturers recommended maintenance of the material or equipment. Absorb any and all cost incurred to store, protect, and maintain the materials and equipment without modification to the Contract Amount.
- B. Do not store construction materials in streets, roads, or highways for more than 5 days after unloading. Materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor at its expense unless authorized additional storage time.
- C. Do not store construction equipment at the worksite before its actual use on the Work, nor after use for more than 5 days after it is no longer needed.
- D. Excavated material, except that which is to be used as backfill in the adjacent trench within three days shall not be stored in public streets unless otherwise permitted. Remove excess material after placing backfill from the site immediately.

## PROGRESS OF THE WORK

### 18. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

- A. After notification of award and prior to start of any work, the Contractor shall submit its Schedule of Values to the Project Manager for review and approval. Upon approval of the Schedule of Values, and prior to start of any contract work, other than mobilization, the Contractor shall submit its Baseline Schedule to the Project Manager for acceptance. The Baseline Schedule shall be based on the approved Schedule of Values. The approved Schedule of Values work items shall be the basis for the construction elements for the accepted Baseline Schedule and the Monthly Billing items. As a minimum the Baseline Schedule shall indicate the work plan of all specifications sections. The Baseline Schedule shall include, but is not limited to: all items noted on I.2.a. through I.2.f. and I.2.h. through I.2.o. The Baseline Schedule shall recognize the protection, removal, or relocation of utilities and how they affect construction. The Baseline Schedule shall also reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence as indicated in the Notice-to-Proceed letter. The Work shall start within 10 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications or as modified through change order.

Upon acceptance of the Baseline Schedule by the Project Manager, the Contractor shall maintain a copy of the accepted schedule in the jobsite office, recording thereon progress of the work at the end of each calendar week.

- B. Methodology: The Baseline Schedule and all Updated Progress/Recovery Construction Schedules (UPRS) shall be in the form of a Critical Path Method schedule showing chronological relationship of all activities of the project. The principles and definitions of the terms used herein shall be as set forth in the Associated General Contractor's publication "As-Planned CPM Schedule - Handbook", latest edition. To the extent there are any conflicts between the Associated General Contractor's publication and the Specifications, the Specifications shall govern. The Contractor shall utilize Primavera Sure-Trak 3.0 or Microsoft Project 2000 as the computer program for formatting the Baseline Schedule, and subsequent updated schedules.
- C. The Contractor shall have the right to complete the job in advance of the scheduled completion date and

within the allowable days allotted for the project. In the event that the Contractor elects to finish the project in advance, a Change Order shall be issued to reflect reduced duration and revised completion date. The Contractor shall not be entitled to any additional compensation for early project completion.

- D. A schedule showing the Work completed in less than the Contract Time, which has been accepted by Owner and amended by Change Order, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor. No compensation shall be due to the Contractor for use of this float time by either party.
- E. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion date.
- F. The Contractor shall forward to the General Manager, along with the monthly Request for Payment, the Updated Schedule, referred to in Section B of this Article, indicating the progress of any part of the work not up to Baseline Schedule, stating the existing status, cause of delay, impact of change orders and approximate time of completion.
- G. If the Contractor should fall behind the progress schedule by more than one month, the Contractor must provide the General Manager with an Updated Progress/Recovery Schedule (UPRS). Failure to comply with the full requirements of this Article shall be cause for withholding all future progress payments until full compliance. Failure to provide more than 2 consecutive Updated Schedules or UPRS shall constitute grounds for cancellation of the project.
- H. The Department reserves the right to request a two-week "look ahead" schedules if the Department determines that the submitted UPRS does not reflect the as-built condition, manpower utilization or sequential progress necessary to fulfill the intent of the UPRS.
- I. Network Details:
  - 1. The Schedule shall include time-scaled network diagram, based on working days, as well as tabulations. It shall be constructed to show the order in which the Contractor proposed to carry out the Work, to indicate restrictions of access and to show availability of work areas, and availability and use of manpower, materials and equipment. The Contractor shall utilize the Schedule in planning, scheduling, coordinating, and performing the Work under the Contract (including activities of Subcontractors, equipment vendors, and Suppliers). Provide the Project Manager with written confirmation of the concurrence of listed trade Subcontractors and Suppliers with the Schedule. Major trade Subcontractors and Suppliers shall approve the Schedule before they are submitted.
  - 2. The Schedule shall provide the Project Manager and Inspector with a tool to monitor and follow the progress of all phases of the Work. The Schedule submitted to the Project Manager shall comply with all limits imposed by the scope of Work, and with all constraints, restraints or sequences included in the Contract. The degree of detail shall include factors to the satisfaction of the Project Manager, including, but not limited to:
    - a. Physical breakdown of the Project including estimated starting and completion dates of activities.
    - b. Float Time.
    - c. Contract milestones and completion dates, building occupancy date, constraints, restraints, sequences of Work shown in the Contract, the maintenance period and the final completion date. Durations shall be in calendar day.
    - d. Type of Work to be performed, and the sequences.
    - e. Purchases, submittals, submittal reviews, manufacturing, tests, delivery, and installation activities for all major materials and equipment.

- f. Deliveries of City furnished equipment and/or materials in accordance with the dates or schedule windows of such items set forth in the Contractor furnished by the Project Manager, or items to be salvaged and delivered to the City.
  - g. Preparation, submittal and approval of Shop Drawings and material samples showing a thirty (30) day minimum time specified for the Project Manager's review of normal or routine submittals. A forty (40) day review time for all major submittals and the same time frame shall be allowed for at least one (1) re-submittal on all major submittals.
  - h. Impact of Change Orders issued to the Contract.
  - i. Approvals required by regulatory agencies or other third parties.
  - j. Plans for all subcontract Work.
  - k. Access to and availability of Work areas including all anticipated shutdowns.
  - l. Identification of linkage between preceding, concurrent and follow-on Sub- contractors and utilities that are shown on the Plans or called out in the Specifications.
  - m. Actual tests, submission of test reports, and approval of test results.
  - n. Training and classes required under the Contract.
  - o. Pre-Final and Final Inspection punch lists and final cleanup, allow time for preparation of the punch lists.
  - p. Clearly identify any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift Work, specified overtime, or Work at times other than regular days or hours.
- 3. Durations of the labor, equipment, and materials required to perform each activity shall be based on a normal work day unless otherwise approved by the Project Manager.
  - 4. Critical or near critical paths resulting from the use of manpower or equipment restraints shall be kept to a minimum. Near critical paths shall be defined as those paths having fifteen (15) working days or less of total float as shown on the accepted Baseline Schedule.
  - 5. Time scale shall show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the schedule.

J. SCHEDULE REPORTS

- 1. The Schedule submitted to the Project Manager shall include the time scaled network diagram. Network diagrams shall be based on early start and early finish dates of activities shown and any related calculations generated by the scheduling program which describes the events and activities depicted.

K. APPROVAL OF BASELINE SCHEDULE

- 1. Acceptance Process:
- 2. The Project Manager will accept or reject, in writing, the Contractor's submission within fourteen (14) days after receipt of required information. The Construction Schedule, once accepted, becomes the Baseline Schedule which shall be used for monitoring and evaluating all facets of Contract performance, including, but not limited to: payment progress, changes, and delays.
- 3. Revise the Schedule, periodically per B, F, G, and H of this Article.

L. REVISIONS TO ACCEPTED BASELINE SCHEDULE

- 1. No change to the accepted Baseline Schedule shall be made without the prior written approval of the Project Manager.

M. UPDATES TO ACCEPTED BASELINE SCHEDULE AND PROGRESS PAYMENTS

1. Updated Schedules or UPRS:
  - a. See Section F of this Article.
  - b. The Update Report shall show the activities or portions of activities completed during the reporting period and their total value as the basis for the Contractor's monthly request for payment. Payments made pursuant to Partial Payments of these General Requirements will be based on the total value of such activities completed or partially completed after verification by the Inspector. The report shall state the percentage of the Work actually complete as of the report date.

**N. RESPONSIBILITY FOR COMPLETION**

1. Whenever it becomes apparent from the Updated Schedule or UPRS that phasing, milestone, constraint, restraint, or Contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:
  - a. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
  - b. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work. Contractor shall be responsible for all additional costs associated in having the Inspector present at the job site for all periods in excess of the basic work day.
  - c. Reschedule the Work in conformance with the Specification requirements.
2. Before implementing any of the above actions, the Contractor shall notify and obtain written approval from the Project Manager.
3. Under no circumstances will the addition of equipment or construction forces, increasing the working hours or any other method, manner, or procedure to return to the contractually required completion date be considered justification for a Change Order or be treated as acceleration where the need for a UPRS has been caused by the Contractor and/or its Subcontractors or Suppliers, at any tier.
4. The Project Manager may elect to withhold progress payments until the Contractor's progress indicates that the milestone date(s) and/or the Contract completion date will be met.

**19. WORK BY CITY OR OTHERS**

- A. Be responsible for ascertaining the nature and extent of any simultaneous, collateral and essential work by others. The CITY, its employees and contractors, and others, shall have the right to operate within or adjacent to the worksite to perform such Work.
- B. The CITY, the CONTRACTOR, and each of such employees, contractors and others, shall coordinate their operations and cooperate to hold interference to a minimum.
- C. Include in its Bid all costs involved as a result of coordinating its Work with others. The CONTRACTOR shall not be entitled to additional compensation from the CITY for damages resulting from such simultaneous, collateral and essential Work. The CONTRACTOR's coordinating efforts shall include redeployment of his Work forces to other parts of the Work.

**PAYMENT FOR WORK**

**20. PARTIAL PAYMENTS (Revised as of 02/12/16)**

- A. Unless otherwise prescribed by law, three (3) working days prior to the last work day of each month, or other such date mutually agreed upon by the CONTRACTOR and the INSPECTOR, the CONTRACTOR shall prepare and submit to the INSPECTOR, an estimate of the cumulative amount and value of acceptable Work performed by the CONTRACTOR at the jobsite up to that date. Said amount shall also include the value of all acceptable materials and equipment for the Contract that have been delivered and



suitably stored but not yet used in the Work, subject to the requirements of PAYMENTS FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOBSITE and PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE of these General Requirements.

- B. Payments for undelivered, specifically manufactured equipment to be incorporated into the Work, excluding "off the shelf " or catalog items, will be made when all of the following conditions exist:
  - 1. The equipment must be specifically designated in the Technical Specifications for partial payment prior to delivery.
  - 2. The equipment to be specifically manufactured for the Project could neither be readily utilized on nor diverted to another job, and,
  - 3. A fabrication period of more than six (6) months is anticipated,
- C. Upon verification and approval by the INSPECTOR, such estimate shall be processed by the INSPECTOR in accordance with the provisions of the California Public Contracts Code.
- D. The CITY may retain a portion of the amount otherwise due to the CONTRACTOR, as follows:
  - 1. Retention of **five percent (5%)** will be held on the original Contract value on each approved payment claim until the amount paid of the original Contract equals fifty percent (50%). The CITY may then, at its sole discretion discontinue further retention on the original Contract value for all subsequently approved payment claims.
  - 2. At any time during the course of the Contract, the CITY may, at its sole discretion, reinstate the **five percent (5%)** retention.
  - 3. Additional deductions will be made from each monthly payment request for amounts due the CITY as follows:
    - a. Equipment or materials furnished by the CITY.
    - b. Services rendered to the CONTRACTOR by the CITY.
    - c. Amounts due the CITY for liquidated damages or penalties under the terms of the Contract.
    - d. Amounts required to be deducted by federal, state, or local governmental authority or other provisions of these Contract Documents.
- E. From the balance thus determined will be deducted the amount of all previous payments, and the remainder shall constitute the monthly payment due the CONTRACTOR. Within thirty (30) calendar days after receipt of the INSPECTOR's recommendation by the Department of the monthly payment due the CONTRACTOR and subject to the deductions provided, herein, the CITY will pay the amount found due.
- F. On lump-sum items the INSPECTOR's estimate of the monthly payment due the CONTRACTOR will not be required to be made by strict measurement, and an approximate estimate will suffice.
- G. The monthly payments may be withheld or reduced, for the following reasons:
  - 1. If the CONTRACTOR is not diligently or efficiently complying with the express intent of the Contract.
  - 2. If there are unresolved Notices of Non-Compliance.
  - 3. If Technical Manuals are not submitted.
  - 4. If Record Drawings are not kept up-to-date.
  - 5. If progress photographs are not submitted, and
  - 6. If construction schedules are not submitted in accordance with these General Requirements.
  - 7. The CONTRACTOR shall promptly submit the following in response to requests by the INSPECTOR:

8. Information and records necessary to determine the cost of the Work for purposes of estimating monthly payment.
  9. Itemized statements, in a form satisfactory to the INSPECTOR, of the actual cost of all acceptable materials delivered by the CONTRACTOR to the site.
- H. The making of any payment to the CONTRACTOR shall not relieve the CONTRACTOR from contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.
- I. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work or structure for which payment has been made. The CONTRACTOR shall replace any materials or equipment required to be provided under the Contract that may be damaged, lost, stolen, or otherwise degraded in any way prior to acceptance of the Work under the Contract.
- J. At its own expense, the CONTRACTOR has the option, to substitute for any money being withheld by the CITY, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities eligible for investment pursuant to California Government Code. Any such security or securities so substituted for monies withheld, shall be owned by the CONTRACTOR who shall receive earned interest.
- K. Such security shall, at the request and expense of the CONTRACTOR, be deposited with CITY or with a State or Federally Chartered Bank as the escrow agent who shall pay such monies to the CONTRACTOR upon notification by the CITY that payment can be made. Such notification will be given at the expiration of sixty (60) calendar days from the date of acceptance of the Work by the Board, or as prescribed by law, provided, however, that there will be a continued retention of necessary securities to cover such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.
- L. Any escrow agreement entered into pursuant to this provision shall contain as a minimum, the following provisions - the amount of securities to be deposited; the terms and conditions of conversion to cash in case of the default of the CONTRACTOR; and the termination of the escrow upon completion of the Contract and the other requirements as herein above provided.

## 21. PAYMENT FOR MOBILIZATION

### A. General Mobilization

1. Payment for general mobilization shall be limited to those items of Work described in MOBILIZATION, of these General Requirements.
2. The CONTRACTOR shall submit to the PROJECT MANAGER for approval a breakdown of the amount established for mobilization. The payment for each item of mobilization will be made when that item of mobilization has been completed and as specified below:
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is five percent (5%) or more of the original Contract amount, the total amount earned for mobilization may be up to fifty percent (50%) of the Contract item price for mobilization or five percent (5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is ten percent (10%) or more of the original Contract amount, the total amount earned for mobilization may be up to seventy-five (75%) of the Contract item price for mobilization or seven point five percent (7.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
5. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is twenty percent (20%) or more of the original Contract amount, the total amount earned for mobilization may be up to ninety-five percent (95%) of the Contract item price for

- mobilization or nine point five percent (9.5%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
6. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is fifty percent (50%) or more of the original Contract amount, the total amount earned for mobilization may be up to one hundred percent (100%) of the Contract item price for mobilization or ten percent (10%) of the original Contract amount, whichever is less will be included in the said estimate for payment.
  7. After acceptance of the Contract by the BOARD, the amount, if any, of the Contract item price for mobilization in excess of ten percent (10%) of the original Contract amount will be included for payment in the final monthly payment.
  8. The Contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in mobilization as specified herein.
  9. The adjustment provisions in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, and the retention of funds provisions of PARTIAL PAYMENTS of these General Requirements shall not apply to the Contract lump sum item for Mobilization.
  10. When other Contract items are adjusted as provided in PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements, if the costs applicable to such item of Work include mobilization costs, such mobilization costs will be deemed to have been recovered by the CONTRACTOR by the payments made for mobilization and will be excluded from consideration in determining compensation under said Article.
  11. When the Contract does not include a Contract pay item for mobilization as specified above, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various Contract items of Work involved and no additional compensation will be allowed.

## 22. PAY ITEM DEFINITIONS

This Article describes methods of measurement and payment for lump sum and unit priced items listed on the Schedule of Work and Prices, contained in the Contract Proposal.

- A. The Contractor shall not take advantage of any apparent error or omission on the Drawings or Specifications, and the PROJECT MANAGER shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- B. All portions of the Work are either in an applicable allowance, lump sum, or unit price item listed on the schedule of Work and Prices. Work for which there is not a separate item will be considered incidental to the contract and no additional compensation shall be allowed.
- C. ALLOWANCES
  1. Fixed allowances may have been allocated to the Schedule of Work and Prices for certain items of work. Requirements for each Allowance Item are specified below or a reference is given to the General Requirements article that describes the work. Allowance item work is to be performed only as directed by the PROJECT MANAGER. Unless otherwise noted, Allowances will be paid on a time and materials basis in accordance with Section C, PARTIAL PAYMENTS of these General Requirements.
  2. If allowance items are not executed or are only partially executed or the allowance for any item is not expended or partially expended, then a deductive change order shall be issued for the amount that is not expended. If, however, these items are over expended then an appropriate change order shall be executed in accordance with, PAYMENT FOR CHANGES AND EXTRA WORK, of these General Requirements.
- D. LUMP SUM ITEMS:

1. Payment of the lump sum items established in the contractor's Bid under the various line items in the Bid Form shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the lump sum bid item.
  2. Payment for the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work which is not specified or shown, but which is necessary to complete the Work.
  3. Payments for Lump Sum Work other than Mobilization will be based upon physical progress for each activity in accordance with the breakdown of the Lump Sum prices agreed to in the Schedule of Values.
- E. UNIT PRICE ITEMS:
1. Payment for all work shall be in accordance with the unit price bid items in the schedule of Work and Prices and shall be full compensation for all labor, materials, and equipment required to furnish, install, construct and test the Work covered under the unit price bid item. Work for which there is not a price schedule item will be considered incidental to the Work and no additional compensation shall be allowed.
  2. Payment will be made only for the actual quantities of work performed in compliance with the Drawings and Specifications. The Contractor will receive reimbursement equal to the approved quantity times applicable unit price.

### 23. SCHEDULE OF VALUES

- A. The Schedule of Values will be used as a basis for determining progress payments on a lump sum Contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the PROJECT MANAGER.
- B. Each lump sum bid item on the Schedule of Work and Prices as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the plans and specifications for that item. The sum of the values for the construction activities, within a bid item must equal the total amount bid for that item.
- C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. No non-construction activity shall be cost loaded.

### 24. NOTICE TO WITHHOLD AND/OR STOP NOTICE

- A. When a "Notice to Withhold" or "Stop Notice" is served upon the CITY, or the BOARD, pursuant to the lien statutes of the State of California, to withhold sufficient funds from payments to the CONTRACTOR in support of a claim resulting from default by the CONTRACTOR in payment for labor or materials used in prosecution of the Contract, the CITY shall withhold from payment due the CONTRACTOR an amount of money equal to the amount of the claim stated in the "Notice to Withhold" or "Stop Notice," and an additional amount equal to twenty-five percent (25%) of the amount of said claim, to defray the costs of litigation in the event of court action on the claim, for a total withholding of one and one quarter times the stated amount of the claim. At the discretion of the CITY, the CITY may allow the CONTRACTOR to file with the CITY the bond referred to in the Civil Code of the State of California after which said monies will not be withheld on account of such "Notice to Withhold" or "Stop Notice."

- B. In the event the Contract is terminated for CONTRACTOR default, any funds due the CONTRACTOR and retained by the CITY in accordance with PARTIAL PAYMENTS of these General Requirements, shall become the property of the CITY to the extent necessary to repay to the CITY any excess in the Contract price above the cost of the Work completed at the time of termination. After issuance of notice to discontinue Work, no further payments will be made to the CONTRACTOR for the Work covered by the notice until completion of Work and final settlement has been made.

## 25. FINAL PAYMENT

- A. Final payment to the CONTRACTOR is made following action by the BOARD that formally adopts the recommendation of the PROJECT MANAGER to accept the Contract.
- B. After acceptance of the Work by the BOARD and not more than sixty (60) calendar days after filing Notice of Completion, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:
  - 1. Liquidated damages, as applicable;
  - 2. Lien claims or Stop Notices filed on behalf of suppliers, Subcontractors, and labor performed in connection with the Project; except, that upon submittal of a Stop Notice Release Bond issued by an approved Surety Company executed in favor of the CONTRACTOR, the CITY will release such portion of the retainage funds to said CONTRACTOR that is being held solely to cover Stop Notice Claims.
  - 3. No claim of the CONTRACTOR under this Article shall be allowed unless the CONTRACTOR has given the required written notice. Nor shall a claim by the CONTRACTOR for an equitable adjustment hereunder be allowed if asserted after final payment under this Contract.

## 26. CHANGE ORDER REQUESTS

- A. The CONTRACTOR's quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in Article 52 CHANGES AND EXTRA WORK of the General Conditions shall be submitted to the PROJECT MANAGER, in writing, on the Change Order Cost Quotation Form provided by the PROJECT MANAGER, and in conformance with the requirements of PAYMENT FOR CHANGES AND EXTRA WORK of these General Requirements. Examples of these forms are bound at the end of these General Requirements. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the PROJECT MANAGER. Submit its written cost quotation and Time Impact Analysis not later than two (2) weeks after being requested to provide such quotation, unless the PROJECT MANAGER allows more time. Delays in submitting quotations beyond the two (2) weeks set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the Project, shall not be cause for a claim or a time extension under the Contract.
- B. The PROJECT MANAGER's request for quotation on a preliminary change shall not be considered authorization to proceed with the changed Work prior to the issuance of a formal Change Order, unless directed otherwise in writing by the PROJECT MANAGER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

## 27. PAYMENT FOR CHANGES AND EXTRA WORK

Payment to the CONTRACTOR, or credit to the CITY, for any extra, change addition or deletion to the Work under the Contract, or settlement of any claim under the Contract, covered by any Change Order, shall be determined by the methods set forth herein. The PROJECT MANAGER may change the plans and specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and the CITY, which shall be executed by a Change Order.

- A. LUMP SUM

A total sum for the changed Work may be mutually determined by the PROJECT MANAGER and the CONTRACTOR. The CONTRACTOR shall furnish a breakdown of the costs satisfactory to the PROJECT MANAGER, of the proposed lump sum, in complete accordance with C through J of this Article. Such lump sum costs shall be full and final compensation as described in D of this Article. All cost proposals for lump sum Change Orders shall be presented in accordance with C through J of this Article.

B. COST REIMBURSEMENT (TIME AND MATERIALS) WORK

The costs of all changed Work submitted under the cost reimbursement (time and materials) method shall be formulated in accordance with the provisions of C through J of this Article.

Additionally, if the method or amount of payment cannot be agreed upon prior to the beginning of the Work, the PROJECT MANAGER may issue a unilateral Change Order in the amount determined reasonable by the PROJECT MANAGER for the changed Work and direct the CONTRACTOR to proceed with the changed Work or the PROJECT MANAGER may direct in writing that the Work be done on a cost reimbursement (time and materials) basis, and the CONTRACTOR shall provide all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. For Work performed, payment shall be made for the documented actual cost, in accordance with the following provisions.

1. Labor, up to and including general foremen, who are directly assigned to the changed Work. Employees identified as superintendents shall not be charged as labor on changed Work, but shall be covered under overhead costs. These costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance, OCIP coverage, or any other insurance costs which are provided for in B.6 below which are currently assessed against labor costs. A detailed breakdown of the subcomponents of labor costs, by all crafts shall be submitted to the PROJECT MANAGER, by the CONTRACTOR and all SUBCONTRACTORS, for approval, as part of the documentation of labor costs, within forty-five (45) days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the PROJECT MANAGER.
2. Materials - The cost of materials used in performing the changed Work will be the cost, including sales tax, to the purchaser, whether CONTRACTOR, Subcontractor or other forces, from the supplier thereof, except as the following are applicable:
  - a. Cash or trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  - b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost will be deemed to be the price paid to the actual supplier as determined by the PROJECT MANAGER. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  - c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
  - d. If, in the opinion of the PROJECT MANAGER, the cost of materials is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the job site less cash or trade discount. The CITY reserves the right to furnish materials for the Work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.



- e. For the purposes of this Article, a "Supplier" is defined as any person or persons, firm or business, who supplies materials, of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the CONTRACTOR, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.
3. EQUIPMENT COSTS, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of \$1,000. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform Work on the changed Work included in the Change Order and the CONTRACTOR can demonstrate that the changed Work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in H of this Article.
4. SUBCONTRACTOR COSTS, provided that such costs are direct costs to the CONTRACTOR for performing the changed Work as set forth in E of this Article.
5. BOND COSTS on the incremental change in the value of the Contract shall be determined and paid for as set forth in I.1 of this Article.
6. INSURANCE COSTS (other than labor insurance or OCIP coverage) shall be determined and paid for as set forth in I.2 of this Article.

#### C. GENERAL

1. It is the intent of the CITY to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders.

"The compensation (time and cost) set forth in a Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged Work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on its behalf and on the behalf of all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total adjustment to price or time or performance owed the CONTRACTOR, all Subcontractors, and all Suppliers as a result of the change. The CONTRACTOR, on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for adjustment of any type, excepting only bond and insurance cost as set forth in these General Requirements of the Contract Documents for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."
2. Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

3. Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the CONTRACTOR can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the CONTRACTOR, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The CONTRACTOR shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is an estimating procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated Project Schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the CONTRACTOR, until all available float, slack, or contingency time on the Project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.
4. The CONTRACTOR'S Cost Breakdowns submitted under the lump sum method described in paragraph A and its Change Order Quotations submitted under the cost reimbursement (time and materials) method described in paragraph B (including without limitation requests for cost reimbursement for delay, disruption, hindrance and interference associated with extras, changes, additions or deletions) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual extra, change, addition, deletion and (on an event-by-event basis) each individual delay or disruption event. Such Change Order Cost Quotations shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the CONTRACTOR'S additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between CONTRACTOR'S total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, CONTRACTOR represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect:
  - a. The actual costs incurred or saved for each individual item of extra work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and,
  - b. On an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.
5. Except as provided in Article 51, COMPENSATION FOR DELAY, DISRUPTION, UNANTICIPATED OVERHEAD of the General Conditions, CONTRACTOR shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

6. CONTRACTOR waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the CONTRACTOR acknowledges and agrees are within the reasonable contemplation of the parties:
  - a. Extras, changes, additions and deletions to the Work after execution of the CONTRACT and issued from time to time throughout the period of construction, regardless of their scope, number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes the scope of Work requested by the CITY;
  - b. The issuance and performance of extras, changes, additions and deletions in a manner that is not in sequence with the as-built or as-planned progress of the Work;
  - c. Changes due to Differing Site Conditions;
  - d. Suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of CITY or in the interests of the Project;
  - e. Delay or disruption to the Work due to failure of the CITY, PROJECT MANAGER or INSPECTOR to timely perform any contractual obligation.

#### D. OVERHEAD COSTS

To the costs under Paragraphs C.1., C.2., and C.3., above, an added fixed fee to provide compensation for all overhead costs shall be allowed as established in Paragraph E.1 below. This overhead rate is not applicable to the costs under Paragraphs C.4. through C.6. above.

The overhead rates determined in Paragraphs 1 and 2 below shall be applied to all additive and deductive Change Orders, of this Article.

##### 1. GENERAL AND ADMINISTRATIVE OVERHEAD RATE:

- a. An allowance of eight percent (8%) for overhead costs will be allowed to the CONTRACTOR, only when CONTRACTOR uses its own organization to perform a part of the Work under the Change Order based upon the value of labor, material and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- b. An allowance of twelve percent (12%) for overhead costs will be allowed to the Subcontractors (at any tier), only when Subcontractors use their own organization to perform a part of the Work under the Change Order, based upon the value of labor, material, and construction equipment required to accomplish said part of the change Paragraphs C.1., C.2., and C.3.
- c. Overhead percentages shall be considered to include all insurance costs other than specifically mentioned in this Article, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefore. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating, PROJECT MANAGER, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, are associated with field and office supervision and are considered to be included in the CONTRACTOR's overhead percentage set forth herein.
- d. For those Change Orders with both additive and deductive costs, the overhead rate shall be determined by the net amount of the additive and deductive work.

#### E. SUBCONTRACTOR COSTS

1. Where Work under the Change Order is performed in whole or in part by a Subcontractor, at any

tier, the cost of the Change Order shall include the cost to the Subcontractor. Subcontractor's costs shall be presented in strict accordance with A., B., and C., above, and D. through J. as applicable.

2. An additional fixed fee of six percent (6%) based upon the sum of the costs of all Subcontractors, at any tier, involved in the Work of the Change Order, shall be allowed to the CONTRACTOR for profit and General and Administrative Overhead Costs. An additional fixed fee of six percent (6%) shall be allowed to first tier Subcontractors for profit and General and Administrative Overhead costs for any Work involved in the Change Order that is performed by Sub-subcontractors. No additional fixed fee shall be allowed for Change Order Work performed by Subcontractors to Sub-subcontractors, at any tier.

#### F. PROFIT

To the costs of C.1., C.2., and C.3., above, plus applicable overhead costs from D.1.a. or D.2.b., if a SUBCONTRACTOR at any tier above, an added fixed fee for Profit shall be allowed as established herein.

1. An allowance of ten percent (10%) for Profit for the party performing the Work under the Change Order, shall be included on all Change Orders that are negotiated full and final in advance of any changed Work being performed.
2. An allowance of five percent (5%) for Profit for the party performing the Work under the Change Order shall be included on all Change Orders where any portion of the Work is performed before the Change Order is executed full and final by both the PROJECT MANAGER and the CONTRACTOR.
3. No added fixed fee for Profit shall be allowed for any cost other than those costs under C.1., C.2., and C.3., of this Article, if Subcontractor at any tier above. No fixed fee for profit shall be allowed on the costs of C.4., C.5., C.6., or F of this Article.
4. On Change Orders with both additive and deductive cost components, the profit allowance on net additive Change Orders shall be based on the Change Order amount after overhead rates have been added. The profit allowance shall be as set forth in Paragraphs 1 and 2 above as applicable. No profit allowance shall be included for net deductive Change Orders.

#### G. CITY FURNISHED MATERIALS AND EQUIPMENT

The CITY reserves the right to furnish such materials and equipment as it deems expedient, and the CONTRACTOR shall have no claim for profit or overhead on the cost of such materials and equipment.

#### H. EQUIPMENT COSTS

Full rental costs for rental or leased equipment shall not exceed the rates as set forth in the Rental Rate Blue Book (the Blue Book) published by Dataquest, Inc., Palo Alto, California, as adjusted to the regional area of the Work under this Contract. Owned equipment costs shall not exceed the rates listed in the Cost Reference Guide (the CRG) for Construction Equipment, published by Dataquest, Inc., Palo Alto, California. The most recent published edition in effect at the commencement of actual equipment use shall be used.

##### 1. RENTED OR LEASED EQUIPMENT

- a. For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the CONTRACTOR shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Blue Book. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a CONTRACTOR of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the CONTRACTOR. In no

event shall the leased equipment rate billed to the CITY be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Blue Book Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

b. When in Use:

Actual equipment use time documented by the INSPECTOR or PROJECT MANAGER shall be the basis that the equipment was utilized on the changed Work and paid for under the Change Order. In addition to the lease or rental rate, equipment operating costs shall not exceed the estimated hourly operating rate as set forth in the Blue Book. The hours of operation shall be based upon actual equipment usage on the changed Work as recorded by the INSPECTOR or PROJECT MANAGER. For multiple shift Work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

c. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed Work. Equipment operating costs due to idle time, documented by the INSPECTOR or PROJECT MANAGER, shall be paid at the rate determined in Paragraph I above. Idle time shall include a reasonable time allowance to and from the Project site.

2. OWNED AND OTHER EQUIPMENT

a. Equipment rates for owned equipment or equipment provided in other than arm's length transactions will not exceed the total hourly costs as set forth in the Cost Reference Guide. Adjustments to the listed rates provided for under the section of the Cost Reference entitled "Cost and Production Formulas" shall not be allowed. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Cost Reference Guide will be paid for each hour the equipment actually performs Work on the changed Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each Work day (or work shift if the Work is being performed in multiple work shift sequence) by the INSPECTOR or PROJECT MANAGER shall be the record upon which actual equipment use shall be based. For multiple shift Work sequences, the allowable equipment rate shall not exceed the hourly depreciation and operating costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

b. When Idle:

Equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed Work, shall not exceed fifty percent (50%) of the hourly rates identified in the "Ownership" column under the heading "Hourly Operating and Overhaul Expenses" set forth in the Cost Reference Guide, provided that its presence and necessity on the site has been documented by the INSPECTOR or PROJECT MANAGER, and further provided that the equipment was idled solely by actions of the CITY. Idle equipment time will only be paid as a function of delays specifically directed or caused by the CITY's actions. In no event shall the idle time claimed in a day for a particular piece of

equipment exceed the normal Work schedule established for the Project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift Work sequence, the allowable idle equipment rate shall not exceed fifty percent (50%) of the hourly depreciation costs listed in the Cost Reference Guide, for second or third shifts. It is agreed that this rate shall represent payment in full for all the CONTRACTOR's direct costs.

3. EQUIPMENT HAULAGE AND SET UP COSTS

- a. Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in C of this Article.

4. OTHER EQUIPMENT COST GUIDES

- a. In the event that a piece of equipment used on a Change Order is not listed in the Blue Book or the CRG, costs may be derived from the Associated General CONTRACTOR's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of PROJECT MANAGERS as adjusted appropriately for the type of Work and use and the regional area of the Work under this Contract.

I. BONDS AND INSURANCE COSTS

1. Bond premium adjustment, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid at the time of completion of the Work and will not be included in individual Change Orders. Additional bond costs on the incremental value of all Change Orders issued under the Contract shall be paid for through issuance of a separate Change Order upon receipt, by the PROJECT MANAGER, or a fully paid invoice from the CONTRACTOR's and Subcontractor's sureties. No allowances for overhead or profit shall be included in such separate Change Order.
2. Insurance costs, other than insurance assessed on labor costs, consequent upon the Change Orders issued by the PROJECT MANAGER, shall be paid for by the PROJECT MANAGER at the time of completion of the Work and will not be included in individual Change Orders. Additional insurance costs on the incremental value of all Change Orders issued under the Contract shall be paid through issuance of a separate Change Order upon receipt of a fully paid invoice from the CONTRACTOR's and Subcontractor's insurance carriers. On Contracts where the duration exceeds 365 calendar days from Notice to Proceed, the CONTRACTOR and its Subcontractors will be allowed to submit such fully paid invoices at the end of every year after issuance of the Notice to Proceed, and again at the end of the Project.

J. RECORDS

1. The CONTRACTOR's records shall make clear the distinction between the direct costs of Work paid for under the Change Order and the costs of the base scope Work under the Contract. Furnish the INSPECTOR with daily report sheets in duplicate of each day's cost reimbursement Work no later than the working day following execution of said Work. The daily report sheets shall itemize the materials and equipment used in the Work. The daily report sheets shall provide for identification and classification of workers; the hourly rates of pay and hours worked; and the size, type, identification number, and hours operated for each piece of equipment. The Daily Report sheets shall itemize the materials used in the Work.
2. Substantiate material charges by copies of vendor's invoices. Submit such invoices with the daily report sheets or, if not available at that time, submit with subsequent daily report sheets. Sign daily report sheets by the CONTRACTOR or his authorized agent and the INSPECTOR at the time of submittal.
3. On a weekly basis submit to the PROJECT MANAGER an approximate accounting of the Contract expended on the cost reimbursement Work to date and an estimate of the Impact to the time of



performance of Work.

**28. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA**

A. If the PROJECT MANAGER determines that any price, including profit or fee, negotiated in connection with any Change Order under this contract, or any cost reimbursable under this Contract, was increased because:

1. The CONTRACTOR furnished cost or pricing data which was not accurate, complete, and current as certified in the CONTRACTOR's Certificate of Current cost or Pricing Data;
2. A Subcontractor or prospective Subcontractor furnished cost or pricing data was submitted in support of a subcontract cost estimate furnished by the CONTRACTOR but which was not accurate, complete, and current as of the date certified in the CONTRACTOR's Certificate of Current Cost or Pricing Data.
3. The CONTRACTOR or a Subcontractor or prospective Subcontractor, at any tier, furnished any data not within paragraph 1 or 2 above, which was not accurate as submitted;

then price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a perspective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit allowances) by which the actual subcontract or actual cost to the CONTRACTOR if there was no Subcontract, was less than the prospective subcontract cost estimate submitted by the CONTRACTOR; provided that the actual subcontract price was not affected by defective cost or pricing data.

B. The following certification from the CONTRACTOR is required to be provided on all Change Order quotations or requests for adjustment in excess of \$10,000.

1. CERTIFICATION OF CURRENT COST AND PRICING DATA.
2. This is to certify that, to the best of my knowledge and belief, cost or pricing data submitted in writing, or specifically identified in writing if actual submission of the data is impracticable, to the CITY in support of [CONTRACTOR is to insert appropriate identification such as Change Order quotation, proposal quotation, price adjustment, etc.] are accurate, complete, and current as of [CONTRACTOR to insert date].

CONTRACT NO.: \_\_\_\_\_

PROPOSED CHANGE ORDER NO.: \_\_\_\_\_

FIRM: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**29. PAYMENT FOR MATERIALS OR EQUIPMENT DELIVERED AND STORED ON THE JOB**

A. Partial payment for materials or equipment delivered to the worksite and stored shall be subject to the following conditions:

1. Payment will not be made for any materials or equipment unless each individual piece of the

material or equipment becomes a permanent part of the Work and has a value of more than \$5,000.

2. The material or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
3. The CONTRACTOR shall provide secure storage facilities as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements.
4. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, and similar items of construction, until they are incorporated into the Work.
5. The payment for the materials or equipment shall not exceed ninety-five percent (95%) of the invoice cost. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
6. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. The CONTRACTOR shall provide all documentation necessary to establish the cost of the materials or equipment.
7. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
8. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
9. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
10. Absorb costs incurred to meet the requirements of this Article without modification to the Contract amount.

### **30. PAYMENT FOR MATERIALS OR EQUIPMENT STORED OFF THE JOBSITE**

- A. Partial payment for materials or equipment stored off the jobsite shall be subject to the following conditions:
  1. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work and has a value of more than \$5,000, unless otherwise approved by the city.
  2. The materials or equipment is required by the specifications, and is specifically manufactured for the Project and could not readily be utilized or diverted to another job.
  3. No payment will be made for living or perishable Plant material, or for degradable materials such as rock, sand, cement, or for reinforcing steel, miscellaneous piping, off the shelf and catalog items, or similar items, until they are incorporated into the Work.
  4. Payment for the materials or equipment stored shall not exceed sixty percent (60%) of the invoice cost of the materials or equipment. Percent of the invoice paid shall be at the discretion of the CITY. The amount paid shall not exceed the total amount of the bid item less an amount estimated for installation.
  5. Include cost loaded activities for the materials and equipment, for which payment will be requested, in the Schedule of Values. Provide documentation necessary to establish the cost of the materials or equipment.

6. Suppliers, fabricators, or manufacturers who intend to furnish materials or equipment to the CITY must file a notice with the CITY in accordance with the State of California lien laws.
7. Each supplier, fabricator or manufacturer shall file a list, with the INSPECTOR, indicating the materials or equipment to be furnished to the Project. They shall also provide a notarized declaration from their company indicating the employees authorized to sign an unconditional release for the company. The persons signing the declaration and the unconditional release shall be identified by name and title.
8. Each request for payment shall include a notarized Unconditional Release, which conforms to the California Civil Code. The release shall be signed by an authorized employee identified in the corporate declaration. The request shall include the suppliers invoice for the materials or equipment.
9. Store the materials and equipment as required in STORAGE OF MATERIALS AND EQUIPMENT of these General Requirements, in a bonded warehouse or facility approved by the INSPECTOR. The storage site shall be located within 50 miles of the geographic limits of the CITY. The materials and equipment shall be physically segregated from all other materials or equipment within the facility and shall be identified as being the "PROPERTY OF THE CITY OF LOS ANGELES". Exercise measures necessary to ensure preservation of the quality, quantity, and fitness of such materials or equipment and perform the manufacturers recommended maintenance of the materials or equipment. Inspect the materials and equipment, and submit a monthly written report to the INSPECTOR listing the equipment stored, results of their inspection, and the maintenance performed.
10. Grant the INSPECTOR and the PROJECT MANAGER access to the storage facility at any time and assist the INSPECTOR and the PROJECT MANAGER in conducting a full view, piece by piece, inventory of all such material or equipment.
11. Provide additional insurance necessary to insure the materials or equipment against loss of damage. The insurance provided shall be provided as stated in Article 37, INSURANCE of the General Conditions. The insurance shall cover the material or equipment, while stored at the approved site, while in transit to the project site, while being off-loaded at the site and until the material or equipment is incorporated into the Work and the Contract is accepted by the BOARD.
12. Be responsible for damage to, defects therein, misfabrication thereof, or loss of the materials or equipment.
13. Be responsible for any resulting Project delays or consequential damages as if the CONTRACTOR were the owner of the material or equipment until it is incorporated in the Work and accepted by the CITY.
14. Absorb any and all cost incurred to meet the requirements of this Article without modification in the Contract amount.
15. Present the storage arrangements in writing and sign a Security Agreement, which shall be submitted to the INSPECTOR for approval by the CITY ATTORNEY. This agreement shall set forth the terms of ownership, storage and insurance necessary to insure the material or equipment against damage or loss.

### **31. PAYMENT FOR PERMITS**

See PAYMENT FOR MOBILIZATION of these General Requirements.

### **32. AUDIT AND ACCESS TO RECORDS**

- A. Maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. Also maintain the financial information and data used by the CONTRACTOR in the preparation or support of cost submissions required for this Contract, or any Modifications or claims, and a copy of the cost summary submitted to the CITY. The CITY authorized representatives shall have access, at all times

during normal business hours, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Provide proper facilities for such access and inspection.

- B. Agree to make A through G of this Article applicable to this Contract and Modifications or claims affecting the Contract price. Agree to include A through G of this Article in all his contracts and all tier Subcontracts in excess of \$5,000, and to make A through G of this Article applicable to Modifications and claims related to Project performance.
- C. Audits conducted under this Article shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- D. Agree to the disclosure of information and reports resulting from access to records under A and B of this Article, to the CITY and affected agencies.
- E. Records under A and B of this Article shall be maintained and made available during performance of Work under this Contract until final payment, or until settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Modification, to any dispute, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until final payment or until final resolution of such dispute, litigation, claim or exception, whichever occurs later.
- F. This right of access Article applies to financial records pertaining to this Contract and all Contract Modifications. In addition this right of access applies to all records pertaining to all contracts, contract modifications, and contract amendments:
  - 1. To the extent the records pertain directly to Contract performance;
  - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  - 3. If the Contract is terminated for default or for convenience.
- G. Access to records is not limited to the required retention periods. The authorized representatives designated in A of this Article shall have access to records at any reasonable time for as long as the records are maintained.
- H. Provided that CITY has made demand for access or audit pursuant to this Article, CONTRACTOR's compliance with provisions A through G of this Article shall be a condition precedent to maintenance of any legal action or proceeding by the CONTRACTOR against the CITY and to CONTRACTOR's right to Progress or Final Payment. Without limitation to the foregoing or to any other provisions for withholding set forth in the Contract Documents, CITY shall have the right, in its sole discretion and in addition to any right of withholding of retention, to further withhold from any payment to CONTRACTOR a sum of up to ten percent (10%) of the total amount set forth in CONTRACTOR's current, unpaid Application(s) for Payment, until CONTRACTOR has complied with any outstanding and unsatisfied request by CITY for audits under this Article. Upon CONTRACTOR's compliance with this Article, any monies withheld pursuant to this Paragraph solely due to CONTRACTOR's failure to permit an audit requested by CITY shall be released to CONTRACTOR.
- I. CONTRACTOR hereby consents and agrees that any failure by CONTRACTOR to provide access to records as provided in A through G of this Article shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel CONTRACTOR to permit access and inspection of the records or to require delivery of the records to CITY for inspection.

## MISCELLANEOUS

### 33. INTERFACE/COORDINATION REQUIREMENTS

- A. Vehicular and pedestrian traffic adjacent to the laydown area and/or within the jobsite must be maintained. If an existing street in the CONTRACTOR's work area is to be demolished or obstructed, the CONTRACTOR shall be responsible for providing access through or around the effected area, including signs, barricades, and lights, as approved by the PROJECT MANAGER and any local agencies having

jurisdiction over any public access areas. The CONTRACTOR shall follow WATCH standards and City of Los Angeles Department of Transportation Worksite Traffic Control Plans for all traffic, including a minimum traffic lane dimensions for vehicles and pedestrians.

- B. The CONTRACTOR shall not park any vehicles, including concrete, hauling and delivery trucks, in any street at any time unless approved by the PROJECT MANAGER. Access must be maintained at all times for emergencies, sampling, equipment operations, maintenance and like items.
- C. Before altering any vehicular or pedestrian access, the CONTRACTOR shall notify the PROJECT MANAGER thirty (30) days in advance on forms provided by the PROJECT MANAGER. The CONTRACTOR shall then request the alteration on forms provided by the PROJECT MANAGER. Requests shall include reasons for the alteration, times, boundary limits, special safety measures, proposed traffic rerouting with widths of such route, and a map detailing the above. Such requests shall be submitted to the PROJECT MANAGER not less than fifteen (15) days before the requested date of the access alteration. If any of the information changes, an additional fifteen (15) days may be required after the changes are brought to the attention of the PROJECT MANAGER. Approval when granted, will always be conditional. Final approval of the request, including date and time, will be given three (3) days in advance. The CITY retains the right to ticket and impound vehicles blocking traffic.

### **34. PROGRESS PHOTOGRAPHS**

- A. As directed by the PROJECT MANAGER, take a minimum of 4 views of each Project worksite location, at 14 days intervals during the entire period of Contract Work. Take the first photographs before start of construction operations at the jobsite. Take the final photographs when all Contract Work has been completed and accepted by the CITY regardless of time intervals since previous photographs were taken. View locations shall be as directed by the PROJECT MANAGER.
- B. Provide 4, 8-inch by 10-inch color prints of each photograph on double weight glossy paper with each monthly progress report. Clearly label each print with the name of the job, view location, date of exposure and CONTRACTOR's name. Photographs and prints shall be of professional quality.
- C. Submittal of progress photographs shall be a condition precedent to the making of the monthly payments.

### **35. COMMUNITY RELATIONS**

- A. The contractor shall cooperate with the City in conducting a public relations program for the project. The program will provide information to address concerns and complaints and to promote a positive project image. Contractor cooperation shall include the following:
  - 1. The Project Manager shall attend public meetings, when requested by the PROJECT MANAGER.
  - 2. Provide safe access for on-site community meetings and tours, on average twice per month per work site. Tours will be conducted by the PROJECT MANAGER and will be coordinated with the Contractor to limit interference with the work.
  - 3. Do not provide any information directly to the public or news media without approval of the PROJECT MANAGER.

### **36. PROJECT CLOSEOUT**

#### **A. CLOSEOUT TIMETABLE**

The CONTRACTOR shall establish dates for equipment testing and acceptance periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the CITY, the PROJECT MANAGER, and their authorized representatives sufficient time to schedule attendance at such activities.

#### **B. FINAL SUBMITTALS**

- 1. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the PROJECT MANAGER.
  - a. Written guarantees, where required.

- b. Technical manuals and instructions.
- c. Maintenance stock items; spare parts; special tools.
- d. Completed record drawings.
- e. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- f. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

C. FINAL CLEANUP

The CONTRACTOR shall perform all tasks specified in REMOVAL, CLEANUP, AND DEMOBILIZATION of these General Requirements.

D. MAINTENANCE AND GUARANTEE

- 1. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the PROJECT MANAGER. If the CONTRACTOR fails to make such repairs or replacements promptly, the PROJECT MANAGER reserves the right to do the work and the CONTRACTOR and his surety shall be liable to the CITY for the cost thereof.
- 2. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.

E. BOND

- 1. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Article 31 and Article 37 (Paragraph K) of the General Conditions, Article 24 of these General Requirements, Paragraph D of this Article.





CHANGE ORDER COST QUOTATION FORM

Estimate Summary for Prime CONTRACTOR Total Costs

DATE      /      /20    

W.O.            C.O.        CONTRACT #                   

ESTIMATOR                    P.E.                   

LABOR PER General Requirements 27

Journeyman            Supervision

       MH                       MH

\$                   

2) MATERIALS (and Other Taxables)

Including Sales Tax

\$                   

3) EQUIPMENT (Rented, Leased, and/or OWNED)

Blue Book and/or CRG, including Sales Tax if applicable

\$                   

SUBTOTAL (A)            1) + 2) + 3)

\$                   

4) G and A OH per General Requirements 27

Show calculations on separate sheet

\$                   

SUBTOTAL (B)            (A) + 4)

\$                   

5) PROFIT       % x Line (B)

Per General Requirements 27

\$                   

SUBTOTAL (C)            (B) + 5)

\$                   

6) SUBCONTRACTS (ALL SUB-SUBS)

\$                   

7) FIXED FEE FOR ALL SUB-SUBS 6%

Per General Requirements 27

\$                   

SUBTOTAL (D)            (C + 6) + 7)

\$                   

8) FIELD OFFICE OVERHEAD:

\$        X        DAYS

Exclude if not required

\$                   

SUBTOTAL (E)            (D) + 8)

\$                   

IMPACT COST, per General Requirements 27

Show calculations on separate sheet

\$                   

GRAND FOR SUBCONTRACTOR (E) + 9)

TOTAL To Line 6) of Prime CONTRACTOR'S Summary

\$



**BOARD REPORT**

NO. 17-155

DATE June 21, 2017

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CAPITAL IMPROVEMENT PROJECTS - FINAL ACCEPTANCE OF VARIOUS PROJECTS; BARNSDALL PARK PHASE III – SEISMIC RETROFIT AND RESTORATION OF HOLLYHOCK HOUSE (PRJ20002) (W.O. #E1906153) PROJECT; DEVONSHIRE ARLETA PARK – PARK DEVELOPMENT (PRJ20664) PROJECT; GELN ALLA PARK – OUTDOOR PARK IMPROVEMENTS (PRJ1339A) PROJECT; KEN MALLOY HARBOR REGIONAL PARK – HARBOR SPORTS COMPLEX RENOVATION (PRJ20670) PROJECT; MACARTHUR PARK – BAND SHELL IMPROVEMENTS (PRJ1504A) PROJECT; PAN PACIFIC PARK – SWIMMING POOL AND BATHHOUSE IMPROVEMENTS (PRJ1383A) PROJECT; PECK PARK CANYON – ENHANCEMENT (PRJ1301D) PROJECT; ROCKWOOD PARK – HILLSIDE PARK DEVELOPMENT (PRJ1249A) PROJECT; WESTCHESTER RECREATION CENTER – POOL, BATHHOUSE AND OUTDOOR PARK IMPROVEMENTS (PRJ1508P) PROJECT

AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_  
for \*R. Barajas CSD N. Williams \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

**RECOMMENDATIONS**

1. Accept the work performed for the Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (PRJ20002) (W.O. #E1906153) Project, in Council District 13, constructed by the Department of the General Services (GSD), as outlined in the Summary of this Report;
2. Direct the Board Secretary to issue a Letter of Completion to GSD for the Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (PRJ20002) (W.O. #E1906153) Project;

BOARD REPORT

PG. 2 NO. 17-155

3. Accept the work performed for the Devonshire Arleta Park – Park Development (PRJ20664) Project, in Council District 12, constructed by the Department of Recreation and Parks (RAP) staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
4. Accept the work performed for the Glen Alla Park – Outdoor Park Improvements (PRJ1339A) Project, in Council District 11, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
5. Accept the work performed for the Ken Malloy Harbor Regional Park – Harbor Sports Complex Renovation (PRJ20670) Project, in Council District 15, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
6. Accept the work performed for the MacArthur Park – Band Shell Improvements (PRJ1504A) Project, constructed by with The Friends of the Levitt Pavilion (TFLP) at MacArthur Park, as outlined in the Summary of this Report;
7. Accept the work performed for the Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project, in Council District 4, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
8. Accept the work performed for the Peck Park Canyon – Enhancement (PRJ1301D) Project, in Council District 15, managed by the Department of Public Works, Bureau of Engineering (BOE) staff, as outlined in the Summary of this Report;
9. Accept the work performed for the Rockwood Park – Hillside Park Development (PRJ1249A) Project, in Council District 13, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
10. Take the following actions regarding the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project, in Council District 11;
  - A. Accept the work performed for the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project, constructed by RAP staff and/or as-needed pre-qualified on-call vendors, as outlined in the Summary of this Report;
  - B. Approve the reallocation of Ninety-Six Thousand, Seven Hundred Twenty-Eight Dollars and Sixty Cents (\$96,728.60) in Zone Change Fees from the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project;

BOARD REPORT

PG. 3 NO. 17-155

- C. Transfer Ninety-Four Thousand, Two Hundred Fifty-Six Dollars and Six Cents (\$94,256.06) in Zone Change Fees from the Westchester Recreation Center Account No. 440K-WR to the Westchester Recreation Center Account No. 460K-WR;
  - D. Approve the allocation of Ninety Four Thousand, Two Hundred Fifty Six Dollars and Six Cents (\$94,256.06) in Quimby Fees from the Westchester Recreation Center Account No. 89460K-WR to the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project
11. Authorize the RAPs Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (PRJ20002) (W.O. #E1906153) Project

Barnsdall Park is located at 4800 Hollywood Boulevard in the Hollywood area of the City. This 14.59-acre facility includes the Barnsdall Art Center, Junior Arts Center, Municipal Art Gallery, Galley Theater, and the Hollyhock House. The Hollyhock House in Barnsdall Park, a designated National Historic Landmark, was designed by Frank Lloyd Wright and donated to the City by Aline Barnsdall in 1927. Approximately ten thousand seven hundred fifty-eight (10,758) City residents live within a one-half (1/2) mile walking distance of Barnsdall Park.

The Hollyhock House was damaged by the Northridge Earthquake. Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (PRJ20002) (W.O. #E1906153) Project included structural system upgrades and seismic stabilization, building function repairs, and historic restoration.

The Board of Recreation and Park Commissioners' (Board) approved a Memorandum of Understanding (MOU) between the Department of Recreation Parks, the Department of Cultural Affairs, Project Restore, BOE and GSD to complete the Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (W.O. #E1906153) (PRJ20002) Project (Report No. 10-155, approved on June 16, 2010). The project was funded by Quimby fees, Seismic Bond Fund, Project Restore 2006-2007, Project Restore Interest Income, Proposition 40, and California Cultural and Historical grant (CCHE). The Barnsdall Park Phase III – Seismic Retrofit and Restoration of Hollyhock House (W.O. #E1906153) (PRJ20002) Project cost Two Million, Six Hundred Forty-Seven Thousand, Three Hundred Forty-Seven Dollars and Ninety-Eight Cents (\$2,647,347.98).

Devonshire Arleta Park – Park Development (PRJ20664) Project

Devonshire Arleta Park is located at 14215 Devonshire Street in the Arleta area of the City. This 1.82-acre facility includes a children's play area, picnic areas, and landscaping. Approximately, two thousand, nine hundred sixty five (2,965) City residents live within a



## BOARD REPORT

PG. 4 NO. 17-155

one-half (1/2) mile walking distance of Devonshire Arleta Park. Devonshire Arleta Park was the 19<sup>th</sup> park opened as a part of the 50 Parks Initiative.

On August 8, 2012, the Board approved the establishment of the Capital Park Development A account and the appropriation of Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) in order to fund the 50 Parks Initiative Projects (Report No. 12-241).

The Devonshire Arleta Park – Park Development (PRJ20664) Project included the development of a new park with a children’s play area, picnic areas and landscaping.

The Devonshire Arleta Park – Park Development (PRJ20664) Project cost One Million, One Hundred Seventeen Thousand, Two Hundred Twenty-Five Dollars and Twenty-Five Cents (\$1,117,225.25).

### Glen Alla Park – Outdoor Park Improvements (PRJ1339A) Project

Glen Alla Park is located at 4601 Alla Road in the Mar Vista/Del Rey area of the City. This 4.82-acre park provides a variety of services to the surrounding community, including lighted basketball courts, tennis courts, a children’s play area, and paddle tennis courts. Approximately three thousand five hundred four (3,504) City residents live within a one-half (1/2) mile walking distance of Glen Alla Park.

The Glen Alla Park – Outdoor Park Improvements (PRJ1339A) Project included the renovation of the existing basketball courts, tennis courts, and irrigation, replacement of the field restroom and playground and parking improvements.

Previously, the Board approved the allocation of Two Million, Two Hundred Eight-Six Thousand, Nine Hundred Sixty-Four Dollars and Forty-Four Cents (\$2,286,964.44) in Quimby and Zone Change fees to the Glen Alla Park – Outdoor Park Improvements (PRJ1339A) Project (Report Nos. 04-216 and 08-198).

The project cost One Million, Three Hundred Fifteen Thousand, Nine Hundred Forty-Seven Dollars and Thirty-Six Cents (\$1,315,947.36).

### Ken Malloy Harbor Regional Park – Harbor Sports Complex Renovation (PRJ20670) Project

Ken Malloy Harbor Regional Park is located at 25820 Vermont Avenue in the San Pedro area of the City. This 290.87-acre park provides picnic areas, a walking/jogging trail, a lake, swimming pool, multipurpose fields, golf course and children’s play areas for the community. Approximately Nine Thousand, Five Hundred Seventy-Two (9,572) City residents live within a one-half (1/2) mile walking distance of Ken Malloy Harbor Regional Park.

The Ken Malloy Harbor Regional Park – Harbor Sports Complex Renovation (PRJ20670) Project included the renovation and reconfiguration of the existing multipurpose fields and parking lot, installation of new turf, landscape, and irrigation infrastructure, pathways, fencing, restroom and concession building, amphitheater, children’s play area, and synthetic turf fields.

## BOARD REPORT

PG. 5 NO. 17-155

The Board approved the allocation of One Million Dollars (\$1,000,000.00) in Quimby Fees for the Project (Report No. 12-322). Additional project funding was provided by Account Nos. 302/89/704H-DM and 302/88/30040. The total cost for the Ken Malloy Harbor Regional Park – Harbor Sports Complex Renovation (PRJ20670) Project was One Million, Seven Hundred, Forty-Two Thousand Seven Hundred Thirty-Six Dollars and Forty-Nine Cents (\$1,742,736.49).

### MacArthur Park – Band Shell Improvements (PRJ1504A) Project

MacArthur Park is located at 2230 West 6th Street in the Westlake community of the City. This 29.87 acre property includes a play area, band shell, lake, synthetic meadow, and picnic areas. Approximately Forty One Thousand Six Hundred Ninety Five (41,695) residents live within a one-half (1/2) mile walking distance of MacArthur Park.

The MacArthur Park – Band Shell Improvements (PRJ1504A) Project included Band Shell renovation project includes structural and aesthetic improvements to the exterior and interior of the Band Shell building, accessibility components, and landscape improvements.

On September 20, 2006, the Board conceptually approved the proposed renovation project for proposed improvements to the MacArthur Park band shell and proposed agreement with The Friends of the Levitt Pavilion (TFLP) at MacArthur Park (Report No. 06-279). On February 7, 2007, the Board approved the Construction and Operation Agreement with TFLP, which stated TFLP would be responsible for the construction of the improvements to the band shell (Report No. 07-28).

The project was funded by a donation from TFLP, funds from the Community Redevelopment Agency, Community Redevelopment Block Grant (CDBG), Sites and Facilities, and Prop 12. The MacArthur Park – Band Shell Improvements (PRJ1504A) Project cost One Million, Fourteen Thousand, One Hundred Fifty Two Dollars and Eleven Cents (\$1,014,152.11).

### Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project

Pan Pacific Park is located at 7600 Beverly Boulevard in the Fairfax District area of the City. This 32.18-acre facility provides multipurpose fields, play areas, a swimming pool, a recreation center, and a senior center for the surrounding communities. Approximately fifteen thousand two hundred forty three (15,243) City residents live within a one-half (1/2) mile walking distance of Pan Pacific Park.

The Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project included the replacing/improving of doors, windows, millwork, restroom, locker room and shower accessories, new roof, flooring, painting of facility, as well as bringing the facility into compliance with the Americans with Disabilities Act. Rehabilitation of the pool area included re-piping of all circulation and drain lines, new deck, new gutter, new lifeguard towers, replacement of security pool light, new pool equipment, replacement of existing pool equipment shed building, and new perimeter fencing.

## BOARD REPORT

PG. 6 NO. 17-155

The Board approved the allocation of Two Million, Fifty-Eight Thousand, Six Hundred Fifty-Six Dollars and Seventy-Three Cents (\$2,058,656.73) in Quimby and Zone Change Park fees to the Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project (Report Nos. 08-011 and 11-302).

The Pan Pacific Park – Swimming Pool and Bathhouse Improvements (PRJ1383A) Project cost Two Million, Fifty-Eight Thousand Eighty-Four Dollars and Seventy-One Cents (\$2,058,084.71).

### Peck Park Canyon – Enhancement Project (1301D) Project

Peck Park is located at 560 North Western Avenue in the San Pedro area of the City. This 74.52-acre facility provides a children's play area, community center building, volleyball courts indoor/outdoor basketball courts, three baseball diamonds, swimming pool and hiking trails for the use of the surrounding community. Approximately Six Thousand, One Hundred Twenty Seven (6,127) City residents live within a one half mile walking distance of Peck Park.

The Peck Park Canyon – Enhancement (PRJ1301D) Project improvements for Peck Park Canyon and Dunn Canyon consisted of channel, of storm water best management practices (BMPs) in upland areas of both canyons; improvements to the park's trail systems, including trail surfaces, trailheads, interpretative signage; and habitat restoration. Proposed BMPs include bio retention basins, bio-swailes, infiltration strips, pervious pavement, catch basin inserts, and catch basin covers.

The project was funded by Proposition 50 California River Parkways Grant Program, State Recreational Trails Program, and Proposition O Clean Water Bond Program. The Peck Park Canyon – Enhancement (PRJ1301D) Project cost Five Million, Nine Hundred Sixty-One Thousand, Four Hundred Fifty-One Dollars and Eighty-Three Cents (\$5,961,451.83).

### Rockwood Park – Hillside Park Development (PRJ1249A) Project

Rockwood Park is located at 1571 Rockwood Street in the Historic Filipinotown of the City. This 0.42-acre facility provides playground, picnic areas and landscaping. Approximately Thirteen Thousand Fifty (13,050) City residents live within a one-half mile walking distance of the park.

The Rockwood Park – Hillside Park Development (PRJ1249A) Project included the development of the hillside into a park with a playground, picnic areas and landscaping.

The Project was funded by Sites and Facilities, Quimby Fees, the Environmental Protection Agency, and Proposition 40 (Report No. 08-63). The Rockwood Park – Hillside Park Development (PRJ1249A) Project cost One Million, Three Hundred Ninety-Three Thousand, Five Hundred Eighty-Four Dollars and Eight Cents (\$1,433,133.08).

## BOARD REPORT

PG. 7 NO. 17-155

### Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project

Westchester Recreation Center is located at 7000 West Manchester Avenue in the Westchester area of the City. This 23.79-acre facility provides baseball fields, basketball courts, a children's play area, a skate park, two gymnasiums, a senior center, and a swimming pool. Approximately four thousand, five hundred ninety three (4,593) residents live within a one-half (1/2) mile walking distance of Westchester Recreation Center.

The Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project included the renovation of the swimming pool and bathhouse, improvements to the parking lot, turf and landscaping and other site amenities.

The project was funded by Quimby and Zone Change fees, Proposition 40, and RAP Special Funds monies. The Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project cost Two Million, Three Hundred Forty-One Thousand, One Hundred Two Dollars and Seventeen Cents (\$2,341,102.17) (Report Nos. 08-198, 10-054, 10-279 and 10-115).

RAP staff is recommending the reallocation of Ninety Six Thousand Seven Hundred Twenty Eight Dollars and Sixty Cents (\$96,728.60) in Zone Change Fees from the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project and the transfer of Ninety-Four Thousand, Two Hundred Fifty-Six Dollars and Six Cents (\$94,256.06) in Zone Change fees from the Westchester Recreation Center Account No. 440K-WR to the Westchester Recreation Center Account No. 460K-WR in order to balance accounts.

Upon approval of this Report, Ninety Four-Thousand Two Hundred Fifty-Six Dollars and Six Cents (\$94,256.06) in Zone Change Fees will be allocated to the Westchester Recreation Center – Pool, Bathhouse, and Outdoor Park Improvements (PRJ1508P) Project.

### ENVIRONMENTAL IMPACT STATEMENT

The recommendations in the current Board action will not result in any additional environmental impacts, and is, therefore, covered by the existing CEQA exemptions. No additional CEQA documentation required.

### FISCAL IMPACT STATEMENT

The approval of this Report will have no fiscal impact on RAP's General Fund.

This Report was prepared by Meghan Luera, Management Assistant, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.



**BOARD REPORT**

NO. 17-156

DATE: June 21, 2017

C.D. 7

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: NORTHEAST VALLEY MULTIPURPOSE SENIOR CENTER - AGREEMENT WITH SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC., FOR THE OPERATION OF PUBLIC PROGRAMS AND SERVICES FOR SENIORS, AND DEPARTMENT OF RECREATION AND PARKS FACILITY ACCESS FOR COMMUNITY EVENTS AND OTHER PERMITTED USES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III SECTION 1 CLASS 1 (14) OF CITY CEQA GUIDELINES (ISSUANCE OF LICENSES/PERMITS)

*AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

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

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

RECOMMENDATION

1. Approve a proposed four-year Agreement (Agreement) with two subsequent four-year options to renew, with San Fernando Valley Interfaith Council, Inc. (VIC), a California non-profit organization, setting forth the terms and conditions for VIC's operation and use of the facility to provide public programs and services for seniors at Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Multipurpose Senior Center) (Facility), and for the Department of Recreation and Parks' (RAP) Recreational Services Branch, Valley Region access for permitted events and other community use, substantially in the form attached hereto as Attachment 1;
2. Authorize RAP and the City Attorney to make any necessary changes to the Agreement consistent with VIC's hours and terms of use, proposed activities, financial obligations and the reservation of RAP's use rights in the Facility, all as set forth in this Report.
3. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);
4. Authorize the Chief Accounting Employee to prepare a check made payable to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing the NOE;
5. Direct the RAP Chief Accounting Employee to create an appropriate account into which payments of cost recovery reimbursement fees from VIC for utilities and other cost recovery



## BOARD REPORT

PG. 2 NO. 17-156

reimbursements will be deposited in accordance with the proposed Agreement; and,

6. Authorize the Board President and Secretary to execute the Agreement upon receipt of all necessary approvals;

### SUMMARY:

VIC is a non-profit, non-sectarian organization that has been serving older adults in the San Fernando Valley, aged sixty (60) and above, for over forty (40) years. Through a four-year grant from the Department of Aging (DOA), and monies generated from public donations and program fees, VIC operates senior programs and services at four multipurpose senior centers on Park property in the San Fernando Valley: Robert M. Wilkinson Multipurpose Center (Wilkinson), Sherman Oaks-East Valley Adult Center (SO-EVAC), Van Nuys Multipurpose Senior Center (aka Bernardi Multipurpose Senior Center), and the subject Northeast Valley Multipurpose Senior Center (NVMSC). VIC currently operates at NVMSC under a 1994 Permit which although expired, has a month-to-month hold-over provision. The proposed Agreement will bring VIC into compliance with current RAP Policies related to cost recovery reimbursement fees and stipulating the terms and conditions for VIC's continued operation of the NVMSC and RAP's use during non-VIC operating hours.

NVMSC is located at 11300 N. Glenoaks Boulevard, Pacoima CA 91331, and consists of a 25,400 Sq. Ft. stand-alone building, Seventy-Three (73) space parking lot, outdoor fitness zone, and two covered outdoor patio areas; all situated within a 2.07 acre property illustrated by the Site Map attached hereto as Attachment 2. Although the property is dedicated park property, it is not a traditional park. The building contains various activity rooms and offices, including but not limited to a kitchen, large dining hall with a stage, small library, small billiard room, senior daycare room, and multipurpose rooms.

The proposed Agreement sets forth the terms and conditions for VIC and RAP's use of the NVMSC during separate, specified days and hours, respectively for the purpose of VIC providing free or nominal fee programming and services for seniors, and RAP providing community access for permitted events and occasional programming. VIC's primary scope of operations will continue under the proposed Agreement to include, but not be limited to, nutrition and social services, special events (field trips, dances, dinners, etc.), and other daily recreational activities. A description of VIC's programming is incorporated into the proposed Agreement as Exhibit B. Such programming and activities have been reviewed by RAP Recreation Services Branch staff and deemed appropriate for the facility and in line with RAP's mission.

VIC days and hours of operation shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays, and RAP shall have access to the facility during VIC non-operating hours, Monday through Friday and weekends. RAP shall reserve the right to utilize the facility at hours allocated for VIC use upon notifying VIC in advance and VIC shall have the right to make special requests to use the facility during hours not allocated to VIC with advance notice to the RAP, contingent upon daily operations or prescheduled events not being adversely impacted. Third-party permits issued to the public shall be administered through the RAP Valley Region

## BOARD REPORT

PG. 3 NO. 17-156

Office, in accordance with RAP permitting protocols and subject to the RAP Schedule of Rates and Fees.

VIC shall continue to be responsible for the maintenance and security of the facility during VIC operating hours, which includes interior custodial and upkeep, but not outdoor grounds keeping. VIC and RAP shall each be responsible for damage and repairs caused during respective use times, and each shall contribute to repairs caused by normal wear and tear with RAP being responsible for sixty-seven percent (67%) and VIC Thirty-Three percent (33%). RAP will continue to be responsible for outdoor grounds maintenance, and pursuant to the proposed Agreement, the additional responsibility of interior cleaning at conclusion of RAP-permitted events and activities. The Valley Region Office anticipates that the cost(s) to RAP for permit administration, supervision, and clean-up responsibilities will be offset by permit fee revenues.

Should the proposed Agreement be approved, VIC operations will be monitored through the Partnership Division's annual performance review process, with Partnerships Staff maintaining communication with Recreation Services Branch staff to ensure compatibility of operations and compliance with the terms and conditions of the proposed Agreement. As part of the proposed Agreement, VIC will be responsible for building repairs on a pro-rata basis when RAP is unable to fulfill repair requests due to limited resources. In all cases, VIC accepts full liability for their operations at the location and will maintain appropriate insurance coverage listing the City as an additional insured. Additionally, VIC will be responsible for the Cost Recovery Reimbursement Fee in the amount of Five Hundred Twenty-five Dollars (\$525.00) per month, or Six Thousand, Three Hundred Dollars (\$6,300.00) per year, covering utilities, solid waste disposal, and staff impact fees.

The proposed Agreement carries an initial term of four years, with two subsequent four-year options to renew at the discretion of VIC, but contingent upon the award of grant funding by the DOA to VIC for the same four-year periods, in order to ensure VIC's financial sustainability throughout the renewal term(s) of the proposed Agreement.

RAP staff recommends approval of the proposed four-year Agreement, with two subsequent four-year options to renew, to bring VIC's use of the facility into compliance with current RAP Policies, and establish VIC and RAP's respective roles, responsibilities, and understanding of agreed upon arrangements for the shared use of the facility during respective days and hours of use. The Office of the Seventh Council District (CD-7) has conveyed its support for the proposed Agreement and supports VIC's operations at the facility, as they have proven to be a valuable asset to the surrounding community. Additionally, RAP and CD-7 look forward to the Valley Region Office playing an active role at the facility by providing additional public access and recreational opportunities, not just to seniors but also for the community at-large.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of an operating agreement between RAP and VIC for the use of the existing Northeast Multipurpose Senior Center. RAP staff recommends that the Board determine that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

## BOARD REPORT

PG. 4 NO. 17-156

RAP staff has discussed the proposed agreement with the Superintendent of Valley Region Recreational Services Branch, who supports the proposed Agreement and concurs with staff's recommendations.

### FISCAL IMPACT STATEMENT

The proposed Agreement will have no impact on the RAP General Fund, as VIC's operational costs will continue to be VIC's responsibility. Existing costs currently paid by RAP will remain the same but with some reduction as VIC will now be responsible for the payment of cost recovery reimbursement fees to RAP for utilities, solid waste disposal, and staff impacts (administration and exterior maintenance), in accordance with RAP Policies. Regarding RAP's use of the facility, RAP staff and other costs related to the Valley Region's issuance of permits of the facility to outside entities are anticipated to be offset by permit fee revenue.

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

### LIST OF ATTACHMENTS

- 1) Proposed Valley Interfaith Council Agreement
- 2) Northeast Valley Multipurpose Center Site Map

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC.  
FOR THE OPERATION AND MAINTENANCE OF  
THE NORTHEAST VALLEY MULTIPURPOSE SENIOR CENTER  
(AKA ALICIA BROADOUS-DUNCAN SENIOR CENTER)  
TO PROVIDE SENIOR CITIZEN PROGRAMS AND SERVICES**

This AGREEMENT ("AGREEMENT") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY") and San Fernando Valley Interfaith Council, Inc. ("VIC"), a California 501(c)(3) non-profit corporation with reference to and based upon the following. CITY and VIC may be referred to herein individually as ("PARTY"), and collectively as ("PARTIES").

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns real property commonly known as the Northeast Valley Multipurpose Senior Center (aka, Alicia Broadous-Duncan Senior Center) ("PREMISES"), located at 11300 Glenoaks Boulevard, Pacoima, CA 91331, as defined by the site map attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, VIC, established in 1964, provides comprehensive services for older adults in the San Fernando Valley to help seniors remain healthy, active and independent, which include community and home based mental health services, care management and social services, as well as recreational and educational activities to enhance overall well-being; and,

WHEREAS, VIC has received among other funding, a grant through the City of Los Angeles Department of Aging ("DOA") to provide various services for seniors in the City of Los Angeles; and,

WHEREAS, DOA has agreed to assist VIC with the completion of annual reporting requirements stipulated in this AGREEMENT, based on information provided by VIC to DOA in compliance with DOA grant requirements; and,

WHEREAS, VIC has agreed to operate and maintain the PREMISES and provide such senior citizen and family caregiver programs and services only, through recreation, nutrition and socialization activities ("PROGRAM"), in accordance with the terms and conditions of this AGREEMENT, to fulfill recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the Meeting of the Board of Recreation and Park Commissioners ("BOARD") held on June 21, 2017 (Board Report No. 17-\_\_\_\_\_).

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

- 1. Use of Premises.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to VIC and any of VIC's contractors, sub-contractors, vendors, and/or volunteers performing activities or work by this AGREEMENT,

authority to use the PREMISES for the operation of the PROGRAM as further described below in Section 5, ("PERMITTED USES"), which shall be performed by VIC in compliance with the terms and conditions of this AGREEMENT, including Cost Recovery Reimbursement Fees where applicable paid to RAP, and performance of certain maintenance requirements at the sole cost and expense of VIC. **VIC shall not perform any non-senior care related activities within the PREMISES, unless approved in writing by RAP in advance of any such activities occurring.** RAP's response to such written requests shall not be unreasonably withheld or delayed.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be four (4) years, with two (2) subsequent four (4) year options to renew, exercisable by VIC but subject to the award of DOA grant funds to ensure VIC's ability to sustain operations, and annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth above on page 1 of this AGREEMENT ("COMMENCEMENT DATE") and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from CITY or VIC, effective after ninety (90) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW (as determined by the CITY in its sole discretion) or as otherwise provided in this AGREEMENT, including termination for cause during the TERM; (ii) VIC ceasing to operate at the PREMISES; or, (iii) termination pursuant to the termination provisions described below and elsewhere in this AGREEMENT.
  - b. **Termination.** In addition to termination for an uncured breach or default, or if VIC ceases to operate under this AGREEMENT, either CITY or VIC may terminate this AGREEMENT by giving the other ninety (90) calendar days advanced written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for emergency or necessity. If CITY should elect to terminate this AGREEMENT, VIC agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PREMISES to CITY within ninety (90) calendar days of receiving written notice of termination. If VIC fails to remove all personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove the same, in which event VIC shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof. In the event that the PREMISES becomes so damaged that or in need of repair that, for a period of ninety (90) consecutive days at least sixty percent (60%) of the PREMISES cannot reasonably be used by VIC or RAP, for the purposes specified in this AGREEMENT, and provided further that such damage or condition has not been directly caused or created by VIC, or by any third-party providing services or programming at the PREMISES under the authority or supervision of VIC (including performers, contractors, and/or vendors), then VIC shall have the right to terminate this AGREEMENT with thirty (30) days advance written notice thereof to RAP.
  - c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of VIC's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in VIC's purposes or function

as contained in VIC's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by VIC, as described herein; or (iv) the failure of VIC to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond VIC's control; or (v) the failure of VIC to receive grants or other funding sufficient to continue PERMITTED USES at a level reasonably acceptable to RAP.

**3. Annual Performance Reviews.** PARTIES mutually agree to ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

a. Continuance of CITY's collaboration with VIC and the continuing TERM of this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:

(i) An evaluation of VIC's compliance with the terms and conditions of this AGREEMENT;

(ii) Fulfillment of VIC's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by VIC's San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, and Description for Services offered at Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Citizen Center) attached hereto and incorporated herein by reference as Exhibit-B;

(iii) Adequacy of VIC's funding to sustain operation and maintenance of the PREMISES, including grants or contracts with other City Departments;

(iv) The volume of the public's participation in VIC's programs and services; and,

(v) VIC's cooperation with CITY staff.

b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, **VIC shall submit to RAP during the period of June 1st through July 1<sup>st</sup> of each year, an annual performance or program report ("PERFORMANCE REPORT") based on annual reporting materials submitted by VIC to DOA in compliance with DOA grant requirements and established protocols. This PERFORMANCE REPORT shall include, but not be limited to:**

(i) Annual Budget and Report of Revenues and Expenditures;

(ii) Data on participants and program results;

(iii) Sample copies of marketing, recruitment, and press materials; and,

(iv) Discussion of program changes or challenges.



- c. The RAP General Manager or designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. **CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff with oversight of the PREMISES.** A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the performance review may be used in determining future collaborations with VIC. CITY shall not unreasonably withhold its determination.
4. **Access to Premises.** VIC will, and cause any of its authorized third party associated with VIC's PROGRAM related activities at the PREMISES to, abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. VIC shall be notified in advance of any formal inspection or prescheduled ANNUAL PERFORMANCE REVIEW.
- a. VIC shall have access to PREMISES during PERMITTED TIMES specified in Section 6 (Days and Periods of Use) of this AGREEMENT. RAP shall reserve the right to utilize the PREMISES, or certain portions thereof, for RAP-authorized general community activities or to issue third-party facility use permits for such use. Such activities shall be conducted in compliance with the rules and regulations promulgated by [VIC's licensing agencies TO BE SPECIFIED]. RAP shall coordinate with, and notify VIC of RAP's intent to use the PREMISES, no less than seven (7) calendar days prior to the planned activity. RAP shall be responsible for providing any required staff for supervision, maintenance, security, parking, and/or operations for such activities. RAP shall return the PREMISES to its previous condition upon completion of RAP-authorized activities.
  - b. PARTIES agree to allow CITY departments and agencies access to use any portion of the PREMISES in case of a natural disaster or emergency, such as an earthquake, fire, etc., as a designated public emergency shelter site. Such use shall take precedence over VIC's regularly scheduled PROGRAM and CITY shall not be charged a fee for such use.
5. **Permitted Uses.** VIC is authorized under this AGREEMENT to conduct the PROGRAM for the benefit of **senior citizens**, in accordance with DOA grant-related requirements and protocols, and shall not expand and/or change the scope of PERMITTED USES without the advance written consent of RAP prior to implementation.

VIC, at its sole cost and expense, shall:

- a. Provide senior citizen and family caregiver programs and services for adults, including but not limited to exercise, meals, nutrition services, and social services, and other recreational activities, all in accordance with VIC's San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, and Description for Services offered at Northeast

Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Center) attached hereto and incorporated herein as Exhibit-B.

- b. VIC shall maintain regular communication with RAP staff to ensure VIC's compliance with RAP policies, procedures, and requirements, including local, State, and Federal laws, codes and regulations applicable to VIC's operation at the PREMISES.
  - c. Maintain and Repair PREMISES in accordance with Section 8 (Maintenance and Repair of PREMISES) of this AGREEMENT.
  - d. Operate on the PREMISES only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - e. Provide sufficient staff necessary to perform the operation of its senior services and programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
  - f. Ensure that staffing of the PREMISES complies with applicable CITY, State, and/or Federal protocols for senior care recreation, and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of VIC.
  - g. Obtain and keep valid any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
  - h. Punctually pay or cause to be paid all financial obligations incurred in connection with VIC's operation and maintenance of the PREMISES. VIC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with VIC's use of the PREMISES.
  - i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
  - j. Prohibit any person from living on the PREMISES (i.e. use of PREMISES as a home or living quarters)
  - k. Allow RAP to reserve the right to utilize PREMISES or certain portions thereof, for RAP-sponsored general community activities in accordance with Section 4 above.
  - l. Be responsible for providing for the securing of the PREMISES and providing for the security of VIC's personal property on the PREMISES.
6. **Days and Periods of Use.** VIC shall be entitled to use the PREMISES during the times specified below ("PERMITTED TIMES") to provide senior services and programs, including public programs and services, recreational uses and functions, events, and other agreed upon uses, as follows:

- a. VIC Operation: Monday – Friday, 8:00 a.m. to 4:00 p.m., excluding holidays observed by the City of Los Angeles, with the exception of Thanksgiving Day.

Holidays observed by the City of Los Angeles are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day (aka Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. However, for purposes of this AGREEMENT and VIC's commitment to providing nutrition services to seniors in need, Thanksgiving Day shall be exempt from this provision with VIC being authorized to use the PREMISES for purposes of receiving catered meals and packaging such meals for distribution to homebound persons on VIC's regular nutrition service routes. The PREMISES however, shall not be open to the public for PROGRAM activities and/or any other purpose(s) whether authorized herein or not.

Further, in accordance with the United States Office of Personnel Management guidelines for federally observed holidays, the City of Los Angeles observed holidays of Cesar Chavez Day, and the Day after Thanksgiving, shall be exempt from this provision and therefore, the PREMISES may remain open during PERMITTED TIMES and VIC shall be authorized to conduct normal PROGRAM activities.

- b. VIC shall be allowed to conduct maintenance and supplemental senior activities between the hours of 5:00 p.m. – 9:00 p.m., but limited to two (2) times per month; and one (1) weekend quarterly, between the hours of 8:00 a.m. - 4:00 p.m. on Saturday, subject to coordination with RAP and not to interfere with RAP activities on the PREMISES. RAP activities shall take precedence over VIC activities during times allocated to RAP. Additional time for maintenance and/or supplemental activities may be granted with prior written request to RAP, provided such requests are submitted to RAP at minimum thirty (30) calendar days in advance of requested activity dates and written approval from RAP is provided within seven (7) calendar days of receiving the request. Unscheduled supplemental senior activities are not Special Events, as set forth in Section 6.c. of this AGREEMENT.
- c. **Special Events:** VIC shall make requests for use of the PREMISES or portion(s) thereof for events and activities other than operations, repair, or maintenance, including any fundraising authorized in Section 11 below, by completing a Building Use Application at least thirty (30) days in advance of the particular activity or event and submitting it to the contact person in Section 24 ("NOTICES"). RAP shall respond to Building Use Applications within fourteen (14) calendar days of RAP's receipt of the Application, and approval of any such Application shall not be unreasonably withheld or delayed.
- d. **VIC shall not permit or sublease any portion of the PREMISES.** Pursuant to Section 4 above, authorization to issue permits to the public, or authorize any third-party use of any portion of the PREMISES, shall remain with RAP, unless otherwise approved in writing by RAP.
- e. VIC shall cooperate with RAP personnel on all matters relative to the conduct of VIC or RAP operations, or any activity, event, and/or special use or fundraiser on the PREMISES, including concerns related to parking, traffic and public and/or participant attendance.

7. **Parking**. During the Term of this Agreement and during PERMITTED TIMES specified above in Section 6. VIC, its staff, and public patrons and/or guests, whether or not involved in VIC activities at the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or designee.
8. **Maintenance and Repair of PREMISES**. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, VIC shall perform the functions of maintenance and repair of the PREMISES as described herein:

- a. VIC accepts the PREMISES in its condition at execution of this AGREEMENT, with the understanding that RAP shall perform future carpet and flooring repairs or replacement as determined necessary by RAP for purposes of public safety, in coordination with VIC. RAP agrees to perform such carpet and flooring repairs and/or replacement within three hundred sixty-five (365) days from the date of execution of this AGREEMENT, upon identification of necessary funding.

RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or VIC, if such damage or required repair is/was caused by VIC during PERMITTED TIMES;

- b. To the extent resources are available, RAP may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air condition systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by RAP. VIC agrees and understands that RAP shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of VIC to conduct operations, VIC may undertake repairs at no cost to RAP or may suspend operations with Casualty and Condemnation, in accordance with Section 16. RAP will provide no maintenance or repair to improvements, fixtures, exterior walls, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air condition systems, building structure, and /or utility systems installed by VIC.
- c. VIC, in performing required maintenance and repair of PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate and sufficient maintenance and/or repairs to ensure the safety of VIC and the public. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.

- (i) Daily maintenance to be performed by VIC:

- Maintain the interior and exterior of the PREMISES in a clean and sanitary condition removing all visible debris and trash;
- Assist RAP with maintaining pedestrian paths, walkways, parking lot, and other outdoor activity areas clean and sanitary, removing all visible debris and trash during times other than when RAP is present and performing routine exterior maintenance;



- Secure items belonging to VIC at the conclusion of VIC's daily operations, including properly storing all its equipment including chairs and tables;
- d. During the TERM of the AGREEMENT, and notwithstanding any determination of neglect or misuse of the PREMISES by the CITY or VIC during respective times of use, RAP and VIC agree to perform any needed repairs to the PREMISES caused by normal wear and tear, on a pro-rata shared basis, with RAP being responsible for sixty-seven percent (67%), and VIC being responsible for thirty-three percent (33%), of the cost of such repairs, subject to the following:
- (i) VIC shall immediately repair any damages to PREMISES which directly resulted or arose from VIC's PROGRAM on the PREMISES, or that was caused by VIC's restoration, refurbishment, or maintenance of the PREMISES; VIC recognizes that any damage which remains unrepaired may constitute a hazard to public safety;
  - (ii) Any damage to glass, both exterior and interior of the PREMISES, which is caused by VIC's staff, contractors, vendors, service representatives or senior program participants, which occurs during the TERM of the AGREEMENT, shall be promptly repaired or replaced at the sole cost and expense of VIC with glass of the same size, kind, and quality.
  - (iii) To the extent that needed repairs are not made by VIC in accordance with this AGREEMENT, VIC waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PREMISES.
9. **Funding.** VIC is the recipient of grant funding from the City of Los Angeles DOA to operate the PROGRAM at the PREMISES. Such grant funding awarded by the DOA shall be exempt from this provision, and the use of such grant funding by VIC shall adhere to DOA's grant guidelines and requirements. All other funds, including, grants, donations, or any other funds received by VIC in connection with the PROGRAM or other matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operation and maintenance of the PREMISES, including but not limited to, the delivery and management of the PROGRAM at the PREMISES, and will be strictly accounted for as provided herein. Such funds shall be separately recorded, and/or accounted for in the financial books and records of VIC. If for any reason VIC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to Section 2 herein. VIC may charge its patrons nominal fees or no fees for programs, services, and/or activities offered by VIC on the PREMISES. Any nominal fees charged shall be in an amount comparable to those fees charged by other organizations offering similar programs, services, and/or activities in the community. VIC may also charge reasonable admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

**10. Fundraising.** VIC may hold fundraising events on the PREMISES, but must obtain prior written approval from RAP for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity in accordance with the procedure in Section 6.c. above. VIC may have no more than eight (8) fundraising events per year on the PREMISES, with a maximum of two (2) fundraising events per quarter. Fundraising activities and events held off the PREMISES shall not be limited or require RAP approval. All monies raised from fundraising conducted at the PREMISES must be used only in support of the PROGRAM and activities authorized under this AGREEMENT. Within thirty (30) calendar days of each fundraising event held at the PREMISES, VIC shall provide a written balance statement for the event that details expenses and revenues, including net funds raised from the fundraising event. Fundraising activities and/or events held at the PREMISES shall not include the distribution and/or consumption of alcoholic beverages in accordance with Section 5j. of this AGREEMENT.

**11. Consideration** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for VIC's use of the PREMISES, shall be the provision of senior services and programs for the benefit of the general public at no cost to the CITY, including but not limited to, VIC's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by VIC at the PREMISES. Additionally, VIC's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, VIC shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with VIC's use of the PREMISES and not paid directly to respective service providers, as further described below. The total annual CRRF is Six Thousand, Three Hundred Dollars (\$6,300.00), to be paid by VIC to RAP between July 1st and July 15th of each current year. PARTIES may discuss and agree that the annual CRRF may be paid incrementally, whether bi-annually in the amount of Three Thousand, One Hundred Fifty dollars (\$3,150.00) due by July 10<sup>th</sup> and January 10<sup>th</sup>; quarterly in the amount of One Thousand, Five Hundred Seventy-Five Dollars (\$1,575.00) due by the 10<sup>th</sup> of July, October, January, and April; or monthly in the amount of Five Hundred Seventy-Five Dollars (\$525.00) due by the 10<sup>th</sup> of each month. The amount may be subject to change with advance written notice from RAP to VIC no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.

b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by VIC's operations at the PREMISES (electricity, water, gas) shall be the sole responsibility of VIC. Such utility expenses shall be reimbursed to RAP by VIC through CRRF payments described above. The annual CRRF for Utility services is Four Thousand, Thirty-Five Dollars (\$4,035.00) or monthly amount of Three Hundred Thirty-Six Dollars and Twenty-Five Cents (\$336.25), which is included in the total annual CRRF amount in paragraph 11(a) above.

c. **Trash and solid waste disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit



organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to VIC's operations at the PREMISES shall be at the sole expense of the organization. Waste disposal services may be either obtained by VIC through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The annual CRRF for trash and solid waste disposal is Eight Hundred Seventy Dollars (\$870.00) or monthly amount of Seventy-Two Dollars and Fifty Cents (\$72.50), which is included in the total annual CRRF amount in paragraph 11(a) above.

- d. **Staff Impact.** Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by non-profit organization's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), VIC shall pay RAP an annual Staff Impact Fee in the amount of One Thousand, Three Hundred Ninety-Five Dollars (\$1,395.00) or monthly amount of One Hundred Sixteen Dollars and Twenty-five Cents (\$116.25), which is included in the total annual CRRF amount in paragraph 11(a) above.
- e. **Telephone and data lines.** VIC shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by VIC on the PREMISES.
- d. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." VIC is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attn: Partnership Division  
221 N. Figueroa St., Suite 180  
Mail Stop 628-9  
Los Angeles, California 90012

**12. Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. VIC shall provide CITY detailed information and specifications for review and written approval by RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of VIC.

**13. Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, VIC shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

- a. Submit a project proposal for RAP review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project

objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.

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

Assistant General Manager, Planning, Maintenance, and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
- 14. Insurance.** Before execution of this AGREEMENT, and periodically as required during its TERM, VIC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. VIC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. VIC will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference. VIC shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage

to the improvements on the PREMISES, including from perils such as fire, vandalism and malicious mischief.

- a. VIC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving VIC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to VIC.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of VIC outside of this AGREEMENT, VIC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in VIC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. VIC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
  - c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, VIC will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to VIC.
  - f. VIC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; VIC agrees to reimburse CITY for all money so paid.
  - g. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of VIC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
15. **Indemnification**. Except for the willful or gross negligence of the CITY, VIC agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of VIC, or any other person subject to supervision or control by VIC, in the performance of this AGREEMENT.

PARTIES shall require all individuals and organizations providing programs or services within the PREMISES, or using the PREMISES under a RAP approved SUB-AGREEMENT, shall be required to abide by all conditions set forth in this AGREEMENT, as applicable to the third-party provision of programs, services, or use of the PREMISES.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its

percentage of fault as may be mutually agreed between them or may be judicially determined.

- 16. Casualty and Condemnation.** VIC shall be excused from its obligations under this AGREEMENT with respect to operation, maintenance or repair of any portion of the PREMISES or improvement thereon damaged by casualty or taken by condemnation until such portion or improvement is restored to VIC's use. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part.
- 17. Hazardous Substances.** PARTIES agree that PREMISES shall be used in a manner consistent with its intended senior services program purposes and within the scope of use set forth above. VIC shall use PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or VIC to any governmental agency or third party under applicable statute.
- 18. Publicity.** PARTIES agree to cooperate and notify each other with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the shared-use or joint-promotion of the PREMISES, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. Further, any press release, public announcement, marketing materials, or brochures related to any joint-operated or joint-sponsored events or activities at the PREMISES, prepared by either RAP or VIC, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives at their discretion. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials at their discretion. Similarly, any document, written report, or brochure prepared by either CITY or VIC, in whole or in part pursuant the installation of physical improvements, shall contain acknowledgements required under any associated grant agreement.

VIC agrees that any public release or distribution of information prepared by VIC and related to any joint-operated or joint-sponsored project, program, event, or activity between PARTIES, or related to this AGREEMENT, shall include the following statement at the beginning or introduction of such release, subject to the prior approval of RAP:

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

- 19. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP, and/or the BOARD when required. RAP may require removal or refurbishment, at VIC's expense, of any sign previously approved by RAP and installed by

VIC. On signage at the PREMISES, and subject to RAP approval, VIC shall provide the following credit, or as proportions of signage allow similar credit:

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

**20. Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including PREMISES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue VIC receives from the use of PREMISES as a film location be reported to and shared equally with RAP.

**21. Breach or Default.** The following occurrences constitute events of breach or default of this AGREEMENT:

- a. VIC materially fails in the performance of any provision or condition of this AGREEMENT, such as but not limited to, failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM, or maintain and repair the PREMISES as specified herein. VIC’s attempt to assign rights or obligations under this AGREEMENT without CITY’s prior written consent shall also constitute an event of breach or default.
- b. CITY materially fails in the performance of any of its duties or obligations under this AGREEMENT.

**22. Breach or Default Remedies.** Upon the occurrence of one or more events of breach or default by either PARTY, the non-breaching PARTY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following as it pertains to respectively to VIC and CITY:

- a. Notice to Cure Breach or Default by CITY to VIC. CITY may issue a written notice of breach or default to VIC, and if VIC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to VIC, terminate this AGREEMENT without further delay, whereupon VIC shall vacate the PREMISES within sixty (60) calendar days. If more than thirty (30) days are required to cure said breach or default, VIC will not be deemed in default if VIC promptly initiates the cure after receiving notice and diligently prosecutes the cure to completion. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY’s Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or material default by VIC, perform or cause to be performed any of VIC’s unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or

release said breach or any default or CITY's right to take further, preventative action and the failure of VIC to cure such breach or default in a timely manner.

- c. Notice to Cure Breach or Default by VIC to CITY. VIC may issue a written notice of breach or default to CITY, and if CITY does not cure said breach or default within thirty (30) calendar days of receipt of said notice, VIC may, by delivering a second written notice to CITY, terminate this AGREEMENT without further delay. If more than thirty (30) days are required to cure said breach or default, CITY will not be deemed in default if CITY promptly initiates the cure after receiving notice and diligently prosecutes the cure to completion. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

- 23. Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or VIC is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or VIC may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY: Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa St., Mail Stop 628-9  
Los Angeles, California 90012  
Tel.: (213) 202-5600; fax: (213) 202-2614

With a copy to: Valley Region Headquarters  
City of Los Angeles Department of Recreation and Parks  
6335 Woodley Avenue, Mail Stop 641  
Van Nuys, CA 91406  
Tel.: (818) 756-8060; fax: (818) 908-9716

If to VIC: San Fernando Valley Interfaith Council, Inc.  
c/o Ms. Beverly Ventriess  
President and CEO  
13300 Victory Blvd., #354  
Van Nuys, CA 91401  
Tel.: (818) 880-4842; fax: (818) 880-6011

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

- 25. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. VIC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no



circumstances will VIC represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in VIC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

- 26. Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
- 27. Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PREMISES on behalf of VIC by a third party, including but not limited to the sale of food and/or beverages or other items not directly associated with the PROGRAM, shall be subject to prior written approval by the RAP General Manager or designee. Additionally, any proposed concession or other sub-lease, sub-agreement, rental, or permit (collectively "SUB-AGREEMENT") affecting the PREMISES shall be filed with the RAP General Manager or designee for review and written approval prior to the date of proposed use of the PREMISES, in accordance with standard RAP permitting protocols. VIC is not authorized to issue third-party permits or grant other forms of authorization for use of the PREMISES by third parties. No SUB-AGREEMENT shall take effect unless approved in writing by the RAP General Manager or designee.
- 28. Merchandise.** No merchandise shall be sold by VIC without the prior written consent and approval of RAP. With the execution of this AGREEMENT, VIC shall be authorized to operate a second-hand clothing boutique ("Boutique") within guidelines and adhering to all applicable requirements within VIC's Federal and State nonprofit status. For purposes of this AGREEMENT, Boutique activities shall be considered a component of VIC's fundraising activities, but not included as a fundraising event under Section 9 of this AGREEMENT. VIC shall include the amount of revenue generated by the Boutique in their annual financial reporting to RAP required herein under Section 3.b. above. VIC may provide RAP with a schedule of regular, future sale activities in advance to facilitate the approval process. Any unscheduled sale activity shall be prohibited without prior approval by RAP.
- 29. Safety Practices.** VIC, in regards to the operation of the PROGRAM and maintenance of the PREMISES as described herein, shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), VIC must notify the Recreation and Parks Contact specified in Section 30 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PREMISES shall be provided to the Recreation and Parks Contact specified in Section 30 within seventy-two (72) hours. VIC shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice from RAP to VIC regarding identified hazardous conditions or violations of safety practices, VIC fails to correct such hazardous conditions or unsafe practices, which have led or, in the reasonable opinion of RAP, could lead to injury or death, RAP may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by VIC to CITY.

**30. Valley Region Recreation and Parks Contacts.**

RAP Staff for the PREMISES may be contacted at the following number(s):

Valley Region Maintenance: (818) 756-8060

Valley Region Recreation Services: (818) 756-9404

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

**32. Ordinances and Standard Provisions.** The "Standard Provisions for Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. VIC and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, VIC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

**33. Incorporation of Documents.** This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, Description for Services offered at the Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Center)

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

**[Signature Page Follows]**

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

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

SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC., a 501(c)(3) California non-profit corporation

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

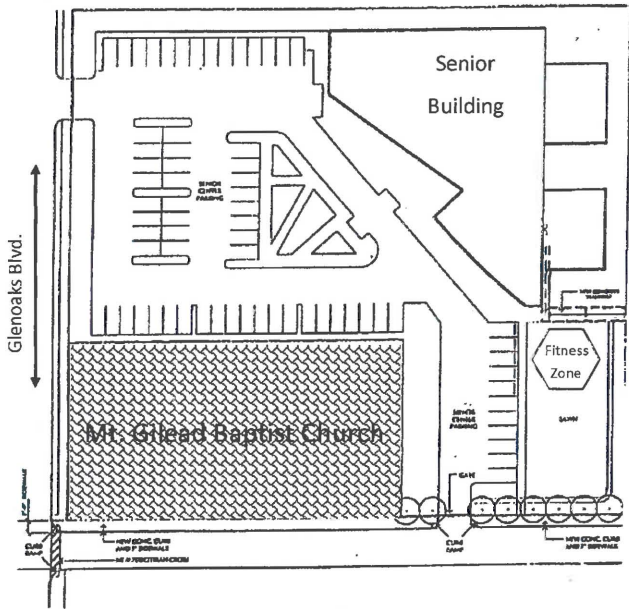
By: \_\_\_\_\_  
Deputy City Attorney

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

**EXHIBIT - A**

**SITE MAP**

Pursuant to Section 1 of this AGREEMENT, the PREMISES commonly referred to as the Northeast Valley (Alicia Broadous-Duncan) Multipurpose Senior Center is located at 11300 Glenoaks Boulevard, Pacoima, CA 91331. The PREMISES is comprised of a 25,400 sq. ft. stand-alone building with offices, a community room, and ancillary building improvements. The exterior of the PREMISES includes an outdoor fitness zone and a 73-space parking lot. The building is on property consisting of 2.07 acres delineated within the red lines below.





**EXHIBIT- B**

**San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, Description of Services offered at Alicia Broadous-Duncan Senior Center**

**Program Rules:** Whereas, Alicia Broadous-Duncan Senior Center (Broadous) operates under the San Fernando Valley Interfaith Council, Inc. (VIC) umbrella; Broadous complies with the City of Los Angeles Department of Aging guidelines established in the contract for this site.

**Goals:** Broadous-Duncan goals match those set by VIC in the Mission Statement, Values and Vision; which are: Mission Statement: To create positive change within communities of the Greater San Fernando Valley as we serve, support and engage others through unity and faith in action. Our Core Values: Care. Compassion. Commitment. Service. Advocacy. Respect. Inclusiveness. Social Justice. Interfaith Cooperation. Our Vision: In collaboration with others, develop human and social services that nurture the lives and well-being of all people. Develop relationships and grow partnerships with constituents and key community, government, media and corporate stakeholders to effectively leverage resources to advance our mission. Promote fairness, dialogue, understanding, and respect among diverse individuals and faith communities of the Greater San Fernando Valley. Advocate for social justice among the people and communities of the Greater San Fernando Valley. Evaluate openly and frequently the consistency of all our activities with our mission. Strategically create, develop and implement a plan of action that continues to engage others and accomplishes beneficial change in our communities.

**Description of Services:** Broadous offers the following services and programs to help seniors remain healthy, active and independent, including community and home-based services, care management, as well as recreational and educational activities to enhance seniors overall well-being. **NUTRITION SERVICES:** Community Lunch Program, Meals to the Homebound, Meals On Wheels, Grocery Shopping Program. **SOCIAL SERVICE PROGRAMS:** Case Management, In-Home Services, Senior Transportation Program, Information and Referral Assistance. **HEALTH AND EDUCATION CLASSES:** Medicare Counseling, Personal and Caregiver Health Management Classes, Various Senior Exercise Classes, including, Evidence-Based Exercise Classes and Workshops. **EDUCATIONAL OPPORTUNITIES:** Computer Classes. **RECREATIONAL – SOCIAL ACTIVITIES:** Planned Day Trips, Organized Board Games, Discussion Groups, Knitting, Crocheting, Art Classes, Dance Classes, Holiday Parties and Celebrations.



EXHIBIT - C

Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

PERFORMANCE REVIEW  
(Rev. February 2017)

<b>ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/> <b>ANNUAL</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)/ADDRESS &amp; PHONE NUMBER</b>	
<b>CONTRACT NUMBER</b>	<b>CONTRACT EXPIRATION DATE</b>
<b>ORGANIZATION TYPE</b> <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
<b>AGREEMENT TYPE</b> <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
<b>DATE &amp; TIME OF INSPECTION</b>	<b>REVIEW PERIOD COVERED</b>
<b>NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION</b>	<b>NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION</b>
<b>NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)</b>	<b>NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME</b>
<b>NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT</b>	
<u>Describe activities at time of inspection</u>	

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are					

enjoying/engaged in program					
Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>OUTREACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee?					

(attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo					
Organization's web site links to the RAP web site (list website address if applicable)					
Department has approved all marketing materials					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#: _____ Expiration Date: _____				
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)					
All equipment and instructional supplies adhere to Department safety specifications and requirements					

Maintains designated areas in a clean and orderly condition					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>ORGANIZATION COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due: Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					
Compliance Resolutions completed satisfactorily (attach, if any)					
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)					

Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)	
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

OVERALL EVALUATION	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PARTICIPANTS (OR PARENTS) - Comments / Complaints / Compliments**

**SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests**

**RAP STAFF (Recreation, Maintenance, Construction, Other)**

**Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)**

*Include any comments on how Partner is reaching out to community, and how well participation reflects community.*

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

**NAME AND TITLE OF EVALUATOR**

**SIGNATURE OF EVALUATOR**

**DATE**

**NAME AND TITLE OF REVIEWER**

**SIGNATURE OF REVIEWER**

**DATE**



**ATTACHMENTS**

Participant Progress Stats    Annual Budget    Payment Summary    990/Expenses    Demographic Analysis

Annual Surveys    Flyers and PR Materials    Insurance Status    Annual Report    Legal/501c3 Status

Public Comments/Complaints    Compliance Resolution Forms    Photos    Program Forms  
 Other \_\_\_\_\_

**Please sign below and return entire form within one week to acknowledge receipt of this performance review.**

**PRINT NAME AND TITLE OF SITE CONTACT**

**SIGNATURE OF SITE CONTACT**

**DATE**

**EXHIBIT- D  
INSURANCE REQUIREMENTS**

Form CA 1461 Rev 3/091

**Required Insurance and Minimum Limits**

Name: San Fernando Valley Interfaith Council, Inc. Date: 05/31/2017

Agreement/Reference: Operation and maintenance of the Pacoima (Broadus-Duncan) Multi-Purpose Center for Senior Citizen Programs and Services  
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
		WC <u>Statutory</u>
		EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	
<hr/>		
<input checked="" type="checkbox"/>	<b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input checked="" type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Sexual Misconduct	
<hr/>		
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<hr/>		
<input type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	
	Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>		
<input checked="" type="checkbox"/>	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input checked="" type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<hr/>		
<input type="checkbox"/>	<b>Pollution Liability</b>	
<hr/>		
<input type="checkbox"/>	<b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	<u>100% of the contract price</u>
<input checked="" type="checkbox"/>	<b>Crime Insurance</b>	<u>\$100,000</u>

**Other: General Notes:**

1) If a contractor has no employees and decides not to cover himself/herself for workers' compensation, please complete the form entitled, "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Form Gen. 133 (Rev. 05/12)

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

1. **Agreement/Reference.** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit.** Normally no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval.** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

8. **Errors and Omissions.** Coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

**EXHIBIT- E**  
**Standard Provisions for City Contracts**

[Attached as a Separate Document]

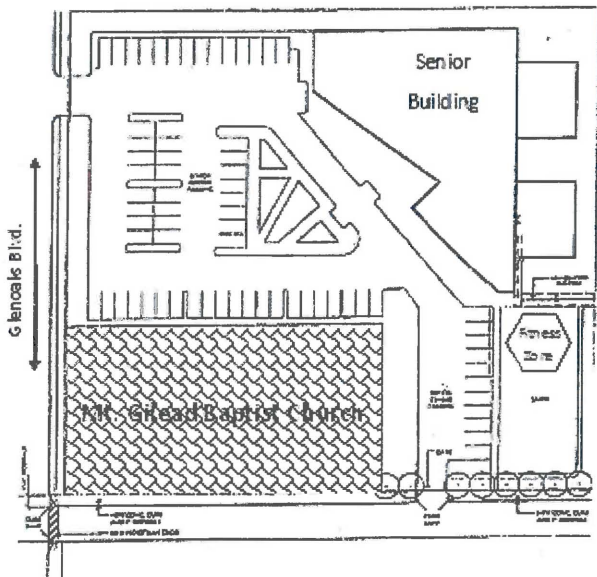


## Attachment 2

### Northeast Valley Multipurpose Senior Center

#### SITE MAP

Pursuant to Section 1 of this AGREEMENT, the PREMISES commonly referred to as the Northeast Valley (Alicia Broadous-Duncan) Multipurpose Senior Center is located at 11300 Glenoaks Boulevard, Pacoima, CA 91331. The PREMISES is comprised of a 25,400 sq. ft. stand-alone building with offices, a community room, and ancillary building improvements. The exterior of the PREMISES includes an outdoor fitness zone and a 73-space parking lot. The building is on property consisting of 2.07 acres delineated within the red lines below.



INFORMATIONAL BOARD REPORT

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

June 21, 2017

TO: BOARD OF RECREATION AND PARK COMMISSIONERS  
FROM: *Ramon Barajas Foll*  
MICHAEL A. SHULL, General Manager  
SUBJECT: VARIOUS COMMUNICATIONS

The following communications addressed to the Board have been received by the Board Office, and the action taken thereon is presented.

<u>From</u>	<u>Action Taken</u>
1) Mayor, relative to a proposed Lease Agreement and Amendment to Lease Agreement with the State for the proposed Lucas Museum of Narrative Art.	Referred to staff for further processing. (Report No. 17-135)
2) City Clerk, relative to funding for the 37th Annual Lotus Festival Children's Play Area.	Referred to General Manager.
3) City Clerk, relative to funding for additional police enforcement around the Hollywood Sign during the Memorial Day weekend.	Noted and Filed.
4) City Clerk, relative to the proposed North Atwater Non-Motorized Multi-modal Bridge project over the Los Angeles River.	Referred to General Manager.
5) City Clerk, relative to funding for additional refurbishment of the outdoor basketball courts in Granada Hills Recreation Center.	Referred to General Manager.
6) Chief Legislative Analyst, forwarding the Legislative Report for the weeks ending May 19, May 26, and June 2, 2017.	Noted and Filed.

BOARD OF RECREATION AND PARK COMMISSIONERS

Page 2

7) Griffith Park Advisory Board, two communications relative to a public access point to Griffith Park at the top of Beachwood Drive.

Referred to General Manager.

8) 168 Petitioners, relative to the proposed Heart of Los Angeles (HOLA) project in Lafayette Park.

Referred to General Manager.  
(Report No. 17-077)

9) Mauro Garcia, three communications to First Council District, relative to problems in and around Sycamore Grove Park.

Referred to General Manager.

10) William J. Cosso, relative to the Travel Town Museum Gift Shop Concession.

Noted and Filed.  
(Report No. 17-013)

11) Charles Vallarta, relative to the Los Angeles Beneful Dream Dog Park Contest award to the Whitnall Off-Leash Dog Park.

Referred to General Manager.  
(Report No. 16-252)

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

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

<u>ORIGINALLY PLACED ON BOARD AGENDA</u>	<u>PLACED ON MATTERS PENDING</u>	<u>DEEMED WITHDRAWN</u>
--------------------------------------------------	------------------------------------------	-----------------------------

None

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

7/25/17      CON-M17-001 - Vending Machine Concession

QUALIFICATIONS TO BE RECEIVED:

None