AGENDA
BOARD OF PUBLIC WORKS
WEDNESDAY, JUNE 1, 2022
10:00 AM

Edward R. Roybal BPW Session Room
Room 350 City Hall
200 North Spring Street
Los Angeles, California 90012

Members: Aura Garcia, President
M. Teresa Villegas, Vice President
Dr. Michael R. Davis, President, Pro-Tem
Vahid Khorsand
Susana Reyes

(Dr. Fernando Campos, Executive Officer 213-978-0261)

Click here for the entire agenda packet / documents

Agenda, related board reports and attachments are available on-line at the BPW website at: http://bpw.lacity.org/ or via link below.

BPW meetings can be listened to by dialing:
213-621-CITY (Metro), 818-904-9450 (Valley),
310-471-CITY (Westside), 310-547-CITY (San Pedro Area); or
Live audio on-line at https://www.lacity.org/government/follow-meetings/board-public-works-meetings

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Assistive listening devices are available at the meeting; upon advance notice, other accommodations, such as sign language interpretation, and translation services can be provided. Contact the Executive Officer's office at 213-978-0262. TDD available at 213-978-2310.

INTERPRETATION AND TRANSLATION REQUESTS

Language translation and interpretation may be provided upon requests. To ensure
availability, requests need to be submitted to the BPW Secretariat Office at least three working days before the meeting by dialing (213) 978-0262 or emailing: bpw-ram@lacity.org.

La traducción del lenguaje puede ser proporcionada bajo solicitud. Para asegurar la disponibilidad, la solicitud puede ser sometida al BPW Oficina del Secretario por lo menos tres días laborables antes del día de sesión llamada al (213) 978-0262 o enviando un correo electrónico a: bpw-ram@lacity.org.

Written material supporting agenda items can be reviewed prior to each Board meeting at the public counter, 200 North Spring Street Room 355, between the hours of 8:00 a.m. and 4:00 p.m.

PUBLIC INPUT AT BOARD MEETINGS:

An opportunity for the public to address the Board on public interest items will be provided for up to two (2) minutes per person for a cumulative total of twenty (20) minutes. Testimony shall be limited in content to matters which are within the subject matter jurisdiction of the Board. The Board may not take any action on matters discussed during the Public Comment period.

The Board will also provide an opportunity for the public to address the Board on agenda items before or during consideration of the item for up to two (2) minutes per person for a cumulative total of up to ten (10) minutes.

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board meeting will be conducted entirely telephonically.

Members of the public who wish to offer public comment to the Board should submit written comments via Google form at https://bit.ly/DPWCommentForm or call +1 669 254 5252 and use Meeting ID No. 161 637 1032. Press # again when prompted for participant ID.

Please click the link below to join the webinar: https://www.zoomgov.com/j/1616371032

VOTING AND DISPOSITION OF ITEMS - Items require a majority vote of the entire membership of the Board (3 votes) for approval.

Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the
prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number, meeting date and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

The Board rules provide that all items adopted by the Board will not be distributed or presented to the Mayor, or other designated office, until the adjournment of the regular Board meeting following the date of the Board action. A motion to send an item "forthwith", if adopted by three (3) votes, suspends these rules and requires the Board Secretariat to forward the matter to the Mayor, or other office, without delay.

NOTICE TO PAID REPRESENTATIVES:

If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

PUBLIC COMMENTS: Board will hear public testimony on non-agenda items under the Board's Jurisdiction

NEIGHBORHOOD COUNCIL COMMENTS

Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Public Works (LAAC 22.819, Ordinance 184243).

APPROVAL OF THE MINUTES FROM

WEDNESDAY, MAY 18, 2022

COMMENDATORY RESOLUTIONS, INTRODUCTIONS AND PRESENTATIONS

AGENDA ITEMS

BIDS

BPW-2022-0356 (1)

Bids - 10:00 A.M.
Bids will be received at 10:00 a.m. for the following Public Works projects:
BUREAU OF ENGINEERING
BPW-2022-0322 (2)

ADVISEMENT #1
CD ALL POLICY NO. 816 - ABOVE GROUND FACILITY REVIEW PROCESS - 72-HOUR BACKUP POWER - CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 21-02-029, RULEMAKING 18-03-011

Recommending the Board:

1. APPROVE the proposed streamlined Above Ground Facility (AGF) review process, as outlined in this report, for the 72-hour backup power AGF installations which are required for compliance with the California Public Utilities Commission (CPUC) Decision 21-02-029, Rulemaking 18-03-011 which became effective on February 11, 2021; and

2. DIRECT the Bureau of Engineering to incorporate the proposed streamlined AGF review process into AGF procedure for the AGF installations that are required by the CPUC Decision 21-02-029, Rulemaking 18-03-011.

(CONTINUED FROM WEDNESDAY, MAY 18, 2022)

BUREAU OF SANITATION
BPW-2022-0357 (3)

CD 7 GRANT APPLICATION - LOPEZ CANYON HAZARDOUS FUELS REDUCTION PROJECT
Recommending the Board:

1. APPROVE and FORWARD this report, with its transmittals, to the City Council and Mayor with the recommendation that the City Council, subject to concurrence of the Mayor, authorize the Director of the Bureau of Sanitation, or designee, to apply for, negotiate, accept, execute, and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, subject to the approval of the City Attorney as to form, which may be necessary to secure grant funds for the Lopez Canyon Hazardous Fuels Reduction Project from the California State Department of Forestry and Fire Protection California Climate Investments Fire Prevention Grants Program; and

2. REQUEST that the City Council, subject to the concurrence of the Mayor, adopt the accompanying Authorizing Resolution.

JOINT REPORT(S)
BPW-2022-0358 (4)
BOE + BCA
CD 10 SOLE SOURCE CONTRACT - LOS ANGELES NEIGHBORHOOD INITIATIVE - OLYMPIC GATEWAY PROJECT

Recommending the Board:

1. APPROVE and FORWARD this report with transmittals to the Mayor requesting approval and authorization for the President or two Commissioners of the Board to execute a sole source contract with the Los Angeles Neighborhood Initiative for design and construction services with a budget authority of $3,630,933 for a two-year contract with two one-year renewal options.

(W.O. E1908832)

BPW-2022-0359 (5)
BOE + BSS
CD ALL SOLE SOURCE CONTRACT - UNIVERSITY OF CALIFORNIA, LOS ANGELES
Recommending the Board:

1. APPROVE and FORWARD this report with transmittals to the Mayor requesting approval and authorization for the President or two Commissioners of the Board to authorize the City Engineer to enter into a sole source contract with the University of California, Los Angeles for performing a phased comprehensive study to assess hillside streets with a budget authority of $1 million.

(W.O. E1908860)

REF: COUNCIL FILE NOS.18-1114, 17-1143

ORAL REPORT(S)

BPW-2022-0360

La Gloria Relocation Status Update
- Bureau of Engineering

(REF: BPW-2018-0097)

BPW - June 1, 2022

*** END ***
WEDNESDAY, MAY 18, 2022
Bids - 10:00 A.M.
Bids will be received at 10:00 a.m. for the following Public Works projects:

Madrid Theatre Renovations Project
W.O. E1908443
Estimate: $7,620,000
CD 3

Sidewalk Repair Program Package No. 58
W.O. E1908791
Estimate: $2,378,122
CD 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

ATTACHMENTS:

- Project Description (Specs)
- Project Description (Specs)
PROJECT DESCRIPTION
Sidewalk Repair Program Package No. 58
W.O. E1908791

NOTICE TO BIDDERS
The bid documents for this project will be issued through the City of Los Angeles (CLA) Regional Alliance Marketplace for Procurement (www.RAMPLA.org). Refer to the section entitled “Bid Documents” in this “Project Description” for information on how to obtain these bid documents.

WORK DESCRIPTION
The scope of work varies at each site but may include some, or all, of the following:

- Sidewalk and/or Asphalt Concrete Replacement
- 4" and 6" Exposed Aggregate Red Concrete Sidewalk and Driveway
- 4" and 6" Slag Cement Concrete Sidewalk and Driveway
- Curb Ramp Replacement/Installation
- Driveway Replacement and/or Concrete Alley Entrance Replacement
- Curb/Curb & Gutter Replacement
- Tree Root and Tree Canopy Pruning, Tree Removal, and/or New Tree Planting
- Root Barrier Installation
- Adjust Utility Box/Vault and/or Adjust Maintenance Hole to Grade
- Furnish/Remove/Install Traffic Signal, Street Lighting and Water Meter pull boxes
- 4" and 6" Diameter Schedule 80 PVC Pipe Removal and Replacement
- Bike Rack, Street Sign, Street Furniture, and Parking Meter Removal/Replacement
- Catch Basin Lid Remodeling and/or Parkway Culvert Drain
- Landscape Replace in Kind

COUNCIL DISTRICTS
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15

DESIGN AND FUNDING
The Plans and specifications were prepared by the City of Los Angeles, Bureau of Engineering’s Sidewalk Repair Division (SWD). The funding for this project is from the Sidewalk Repair - Access Request Acceleration

CITY ENGINEER’S ESTIMATE: $2,378,122.00
BOARD ADOPTION DATE: May 4, 2022

PRE-BID MEETING: May 12, 2022 at 10:00 AM via phone at +1 617-675-4444
PIN: 774 031 009 8320# or via video link at https://meet.google.com/mmj-naek-uyh

BID OPENING DATE: June 1, 2022 at 10:00 a.m. at Los Angeles City Hall, 200 N. Spring St., Room 355, Los Angeles, CA 90012

ENVIRONMENTAL COMPLIANCE:
The City has complied with the requirements of the California Environmental Quality Act (Public Resource Code, Sec. 21000 et. sec.) for the project.

CONTRACT BONDS
A “Bid Bond” is required. The successful bidder shall provide two good and sufficient surety bonds. The “Payment Bond” and “Performance Bond” shall each be for not less than 100 percent of the contract Price.

CONTRACTOR’S LICENSE CLASSIFICATION
At the time of bid, the contractor must possess a valid State of California Contractor’s License Classification of “A”.

BID DOCUMENTS
Bidders shall follow the instructions below to find this project and then obtain the bid documents for downloading from the CLA Regional Alliance Marketplace for Procurement (www.RAMPLA.org):

- Go to the CLA Regional Alliance Marketplace for Procurement (www.RAMPLA.org) and log in with your log in name and password. If you do not have a password, sign up for free on the www.RAMPLA.org website.
- Click on “Search.”
- For the drop down boxes in the “Search for Bid Opportunities” window, set “Status” to Open and “Department” to Engineering Bureau, Public Works. Leave the default setting for “Category” and “Type” as All, and the other drop down boxes blank.
- Click on the gray “Search” button.
- “Click on the Project entitled “Sidewalk Repair Program Package No. 58”
- Scroll to the bottom of the page to download all necessary documents.
*If you cannot locate the “Sidewalk Repair Program Package No. 58” project, change “Status” to **Amended** (as one or more addenda may have been issued on this project).

Click on each of the documents listed under “Scope of Work Documents and Standard Requirements Documents” near the bottom of the page to open each file and then save them onto your computer. These are the documents that you will use to submit your bid for this project. If any bidders have any questions in regards to obtaining the bid documents for this project from the CLA Regional Alliance Marketplace for Procurement ([www.RAMPLA.org](http://www.RAMPLA.org)), call the Bureau of Engineering’s Plan Distribution Counter at (213) 847-0100 Monday through Friday from 9:00 a.m. to 3:00 p.m.

**LOCAL BUSINESS PREFERENCE PROGRAM**

This project is subject to the provisions of the City’s Local Business Preference Program. The Local Business Preference Program, which was recently passed by Ordinance No. 181910, provides an 8% bid preference to qualified local businesses. A copy of the Local Business Preference Program is provided in Part IV of the bid proposal. Any contractor or subcontractor meeting the “local business” criteria as defined in the Ordinance should self-certify by completing and uploading the Local Business Certification Affidavit of Eligibility under the Certifications tab in RAMP, as soon as possible, in order to qualify for a bid preference. Knowingly and willfully providing false information on the Affidavit of Eligibility is a violation of City Ordinance No. 181910 and could subject the contractor to fines, contract termination or debarment from transacting business with the City. Further information regarding the Local Business Preference Program may be issued by addendum.

**ADDITIONAL INFORMATION**

For additional information, contact the Project Manager:

**Omar Braish, P.E.**
Street Repair Division
1149 S Broadway, 7th Floor
Los Angeles, CA 90015
E-MAIL: Omar.Braish@lacity.org
PROJECT DESCRIPTION

Madrid Theatre Renovations Project
21622 Sherman Way, Canoga Park, CA 91303

W.O. E1908443

NOTICE TO BIDDERS

The bid documents for this project will be issued through the City of Los Angeles (CLA) Regional Alliance Marketplace for Procurement (www.RAMPLA.org). Refer to the section entitled “Bid Documents” in this “Project Description” for information on how to obtain these bid documents.

WORK DESCRIPTION

The Madrid Theatre renovation includes the front façade, lobbies, theatre, and back-of-house. All construction must be sensitive to the challenges and complex coordination that come with working in a theatre. The façade features an existing exterior balcony enclosed with curtainwall above a new marquee with custom signage and an ornate ceiling, anchored by a new sidewalk with top-seeded mirror glass. Lobbies include new restrooms, millwork, lighting, carpets, minor food service, and elevator machine room relocation. The theatre features new seating, equipment, stage floor, and extensive AV. The back-of-house includes one new restroom with a shower.

COUNCIL DISTRICTS

3

DESIGN AND FUNDING

The plans and specifications were prepared by the City of Los Angeles, Bureau of Engineering’s Architectural Division (ARC). The funding for this project is from the Madrid Theatre, 50SMDT, Dept #50 Fund Number 298, Reseda/Canoga Park Account 22L9PN Fund Number 57D, and SB-170 Budget Act of 2021 (SEC. 19.56, Item#187).

CITY ENGINEER’S ESTIMATE: $7,620,000

BOARD ADOPTION DATE: April 13, 2022

PRE-BID MEETING: April 19, 2022 at 10:00 A.M. via Google Meet. Join by phone: 1-575-912-1333 PIN: 610 073 631# or by video at meet.google.com/icy-yyah-yat

JOB WALK: April 19, 2022 at 1:00 P.M. at 21622 Sherman Way Canoga Park, CA 91303.
BID OPENING DATE:  May 18, 2022 at 10:00 A.M. at Los Angeles City Hall, 200 N. Spring St., Room 355, Los Angeles, CA 90012

ENVIRONMENTAL COMPLIANCE:
The City has complied with the requirements of the California Environmental Quality Act (Public Resource Code, Sec. 21000 et. sec.) for the project.

CONTRACT BONDS
A “Bid Bond” is required. The successful bidder shall provide two good and sufficient surety bonds. The “Payment Bond” and “Performance Bond” shall each be for not less than 100 percent of the contract Price.

CONTRACTOR’S LICENSE CLASSIFICATION
At the time of bid, the contractor must possess a valid State of California Contractor's License Classification of "B."

ESCROW BID DOCUMENTS
All Bidders must abide by the requirements listed in the General Requirements, Section 01351 “Escrow Bid Documents,” including the timely submittal of the Escrow Bid Documents by the three low Bidders.

The Escrow Bid Documents shall be submitted to the Board of Public Works Office, by the three (3) low Bidders, in sealed containers, within forty-eight (48) hours after the time for receipt of Bids. The containers shall be clearly marked on the outside with the Bidder's name, date of submittal, project name and the words "Escrow Bid Documents."

BID DOCUMENTS
Bidders shall follow the instructions below to find this project and then obtain the bid documents for downloading from the CLA Regional Alliance Marketplace for Procurement (www.RAMPLA.org):

- Go to the CLA Regional Alliance Marketplace for Procurement (www.RAMPLA.org) and log in with your log in name and password. If you do not have a password, sign up for free on the www.RAMPLA.org website.
- Click on “Search.”
- For the drop down boxes in the “Search for Bid Opportunities” window, set “Status” to Open and “Department” to Engineering Bureau, Public Works. Leave the default setting for “Category” and “Type” as All, and the other drop down boxes blank.
- Click on the gray “Search” button.
- *Click on the Project entitled “Madrid Theatre Renovations Project”
• Scroll to the bottom of the page to download all necessary documents.

*If you cannot locate the “Madrid Theatre Renovations Project” project, change “Status” to Amended (as one or more addenda may have been issued on this project).

Click on each of the documents listed under “Scope of Work Documents and Standard Requirements Documents” near the bottom of the page to open each file and then save them onto your computer. These are the documents that you will use to submit your bid for this project. If any bidders have any questions in regards to obtaining the bid documents for this project from the CLA Regional Alliance Marketplace for Procurement (www.RAMPLA.org), call the Bureau of Engineering’s Plan Distribution Counter at (213) 847-0100 Monday through Friday from 9:00 a.m. to 3:00 p.m.

PROJECT LABOR AGREEMENT

This project is subject to the provisions of the Department of Public Works Project Labor Agreement in Part IV of the Bid Proposal.

LOCAL BUSINESS PREFERENCE PROGRAM

This project is subject to the provisions of the City’s Local Business Preference Program. The Local Business Preference Program, which was recently passed by Ordinance No. 181910, provides an 8% bid preference to qualified local businesses. A copy of the Local Business Preference Program is provided in Part IV of the bid proposal. Any contractor or subcontractor meeting the “local business” criteria as defined in the Ordinance should self-certify by completing and uploading the Local Business Certification Affidavit of Eligibility under the Certifications tab in RAMP, as soon as possible, in order to qualify for a bid preference. Knowingly and willfully providing false information on the Affidavit of Eligibility is a violation of City Ordinance No. 181910 and could subject the contractor to fines, contract termination or debarment from transacting business with the City. Further information regarding the Local Business Preference Program may be issued by addendum.

ADDITIONAL INFORMATION

For additional information, contact the Project Manager:

Steven Lane
Architectural Division
1149 S Broadway
Suite 830
Los Angeles, CA 90015
E-MAIL: Steven.Lane@lacity.org
BPW Meeting - Item (2)

BPW-2022-0322
ADVISEMENT #1
CD ALL

POLICY NO. 816 - ABOVE GROUND FACILITY REVIEW PROCESS - 72-HOUR BACKUP POWER - CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 21-02-029, RULEMAKING 18-03-011

Recommending the Board:

1. APPROVE the proposed streamlined Above Ground Facility (AGF) review process, as outlined in this report, for the 72-hour backup power AGF installations which are required for compliance with the California Public Utilities Commission (CPUC) Decision 21-02-029, Rulemaking 18-03-011 which became effective on February 11, 2021; and

2. DIRECT the Bureau of Engineering to incorporate the proposed streamlined AGF review process into AGF procedure for the AGF installations that are required by the CPUC Decision 21-02-029, Rulemaking 18-03-011.

(CONTINUED FROM WEDNESDAY, MAY 18, 2022)

ATTACHMENTS:

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<th>Description</th>
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<td>BOE 1</td>
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<td>BOE 1 TR 2</td>
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Department of Public Works
Bureau of Engineering
Report No.
May 18, 2022
CD Nos. All

REQUEST FOR APPROVAL ON THE STREAMLINED ABOVE GROUND FACILITY REVIEW PROCESS FOR THE 72-HOUR BACKUP POWER AS REQUIRED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION DECISION 21-02-029, RULEMAKING 18-03-011

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. APPROVE the proposed streamlined Above Ground Facility (AGF) review process, as outlined in this report, for the 72-hour backup power AGF installations which are required for compliance with the California Public Utilities Commission (CPUC) Decision 21-02-029, Rulemaking 18-03-011 which became effective on February 11, 2021.

2. DIRECT the Bureau of Engineering (BOE) to incorporate the proposed streamlined AGF review process into AGF procedure for the AGF installations that are required by the CPUC Decision 21-02-029, Rulemaking 18-03-011.

TRANSMITTALS


2. Photo log from Charter Communications showing all of the proposed 72-hour backup power AGF locations.

DISCUSSION

Background

Pursuant to the Los Angeles Municipal Code (LAMC) Section 62.08, telecommunication companies proposing to install a new AGF in the public right-of-way must comply with the requirements of the AGF Ordinance. Installations not exempted from the AGF Ordinance must meet the AGF permit requirements, including Aesthetic and Public Safety Requirements, and obtain an Excavation Utility Permit (U-Permit) from the BOE before construction.

On February 11, 2021, the CPUC Decision 21-02-029, Rulemaking 18-03-011, was adopted to require California’s facilities-based wireline providers to develop comprehensive resiliency strategies to prepare for catastrophic disasters and power outages (Transmittal No. 1). These resiliency requirements were for wireline facilities in Tier 2 and Tier 3 High Fire Threat Districts. The decision also adopted a 72-hour backup power requirement for the wireline providers’ facilities in Tier 2 and Tier 3 High Fire Threat Districts which states:

Second, this decision adopts a 72-hour backup power requirement for the wireline providers’ facilities in Tier 2 and Tier 3 High Fire Threat Districts providing service. This tailored approach ensures minimum service is maintained during disasters or electric grid outages, consistent with our mandates under the California Constitution and the California Public Utilities Code. The wireline providers have eight months from the effective date of this decision to implement this requirement across Tier 2 and Tier 3 High Fire Threat Districts for: (a) critical facilities as defined in R. 18-12-005; (b) facilities providing service to wireless networks; and (c)
network equipment located in communities lacking sufficient wireless service coverage. Within 18 months, wireline providers shall implement this requirement for all facilities in Tiers 2 and 3 High Fire Threat Districts.

Following the approval of the CPUC Decision 21-02-029, the BOE has received AGF installation requests from Charter Communications to install approximately 600 backup power AGF installations in the high fire areas within the City of Los Angeles (City) (Figure Nos. 1 and 2).

Figure No. 1: Overview map showing the proposed locations of the backup power AGF installations provided by Charter Communications.

Figure No. 2: Pictures of sample design of the proposed backup power cabinets provided by Charter Communications.
On March 9, 2022, the Cultural Affairs Commission (CAC) approved the cabinet design proposed by Charter Communications with a condition to have the manufacturer’s logo be removed from design of the proposed cabinets (Figure No. 3).

![Figure No. 3: Picture of the proposed cabinet with the manufacturer's logo removed.](image)

**Streamlined AGF Review Process**

In a typical year, the BOE processes approximately 50 to 100 AGFs. With current staffing levels for processing AGFs in the BOE and other departments that participate in the process, it would be extremely difficult, if at all possible, to meet the CPUC deadline. A large percentage of these installations would require a board report for a Variance or Hardship Waiver which would require the Board consideration of hundreds of board reports in a few months' time. Therefore, in order to efficiently process and review the large number of AGF installation requests related to the 72-hour backup power, and to meet the CPUC deadline, the BOE is proposing the following adjustments or changes to the AGF review process to minimize the processing time as much as possible while still meeting the objectives and requirements of the AGF ordinance.
<table>
<thead>
<tr>
<th>No.</th>
<th>The LAMC Section 62.08 Requirements</th>
<th>Proposed Adjustment or Change</th>
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<tbody>
<tr>
<td>1</td>
<td>The LAMC Section 62.08.III.C.3 requires the applicant to submit mailing address labels of adjoining lots, abutting lots, lots across the public right-of-way from adjoining and abutting lots, relevant Council District Offices, neighborhood councils, and homeowner associations.</td>
<td>Although the LAMC Section 62.08.III.C.3 does not explicitly require the BOE to review the mailing address labels from the applicant, the BOE normally does verify the accuracy. It is proposed that the applicant be required to hire a third party to review their mailing labels for accuracy instead in order to enable the BOE staff to process the applications more quickly.</td>
</tr>
<tr>
<td>2</td>
<td>Per the LAMC Section 62.08.III.C.4, the zoning regulations of adjoining lots are verified by the BOE for each site to evaluate the Hardship Waiver request and allowable AGF threshold per City block.</td>
<td>It is proposed that this review will not be necessary if the proposal items 7 and 9 are approved, in which they propose to combine the Hardship Waiver requests into a single Board Report and combine private property alternative investigations into a single report.</td>
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<td>3</td>
<td>Per the LAMC Section 62.08.III.C.5 and Section 62.08.V.B.3, AGF model and cabinet design must be approved by the CAC. In addition to that, under the current BOE procedure, after receiving the CAC approval on the model and design, each AGF installation is required to obtain the final review and approval at the staff level from the CAC.</td>
<td>The proposed cabinet design has been approved by the CAC provided the Alpha logo is removed. The Department of Cultural Affairs has agreed to do batch reviews and approvals at staff level to confirm that the approved design is being utilized at individual sites.</td>
</tr>
<tr>
<td>4</td>
<td>Per the LAMC Section 62.08.IV.A, a deposit of $1,000 per AGF installation is required prior to the start of the permit processing.</td>
<td>The BOE proposes to create one master Work Order for all of the AGF installation applications related to the 72-hour backup power requirement. The overall payment will end up the same, but it will save a lot of time compared to opening individual Work Orders and it will also simplify the billing process for the Office of Accounting. It is proposed to allow the applicant to make deposits in increments as long as they maintain a positive balance.</td>
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<td>5</td>
<td>Per the LAMC Section 62.08.IV.B, an additional deposit of $1,000 is required for each Hardship Waiver request.</td>
<td>Hardship Waiver costs are proposed to be a part of the single work order with incremental deposits.</td>
</tr>
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<td>6</td>
<td>Per the LAMC Section 62.08.II.B, if the proposed AGF is located within an applicable Specific Plan, Historical Preservation Overlay Zone, Pedestrian Oriented District, or Community Design Overlay District, the applicant is required to obtain approval from the Department of City Planning (DCP) if they want to request a Hardship Waiver of the undergrounding requirement.</td>
<td>After meeting with the BOE, the DCP has agreed to provide support by identifying and assigning a point of contact for each overlay for a faster review time. The DCP has stated that review would still be required for each application. The BOE will be coordinating with the DCP for ways to expedite the review.</td>
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All AGF installations shall be installed below surrounding grade in each of the areas defined in the LAMC Section 62.08.II.A. The below grade requirement may be waived by the Board if there is hardship from imposing the below grade requirement. Per the LAMC Section 62.08.II.B and Section 62.08.II.C, a board report is prepared for each Hardship Waiver request for consideration by the Board.

Since the proposed AGF installations will have similar design and owned by the same telecommunication company, the technical infeasibility and/or financial infeasibility reasons would be very similar for all of them. Therefore, a single board report is proposed to be utilized to consider approval of any requested Hardship Waivers in one single action.

Per the LAMC Section 62.08.II.C.1, a report is to be prepared by the applicant detailing the technical and/or financial infeasibility for the Hardship Waiver request.

Since the proposed AGF installations will be the same type of cabinet used in a few common scenarios, it is proposed that the applicant be allowed to submit a single report to the BOE for review.

Per the LAMC Section 62.08.II.C.3, a report is to be prepared by the applicant containing evidence of the investigation of all reasonable private property alternatives and justifications, if the proposed AGF installations are within 200 feet of a commercial or manufacturing zone, C2, C4, C5, CM, MR1, M1, MR2, M2, and M3.

Since the proposed AGF installations will generally need to be near existing facilities that they are providing power backup to, and because there are only a few types of general scenarios, it is proposed that a single report can be submitted to the BOE for review of the reason that the AGF installations need to be near existing facilities.

Per the LAMC Section 62.08.II.C.4, a map is to be prepared by the applicant indicating the service area for the proposed AGF, which demonstrates that no less than 50% of the AGF benefit shall be specifically intended to service customers in the restricted area.

It is proposed that this step be found as unnecessary because the power backup cabinet needs to be near the existing facility.

Per the LAMC Section 62.08.V.B and Section 62.08.V.H, a board report is required for each Variance request for the volume threshold and density threshold.

Since the proposed AGF installations will have similar design and will be owned by the same telecommunication company, the consideration of volume would be the same for the full program. With regard to density, the backup power needs to be near the existing facility. Therefore, a single board report is proposed to be utilized to request approval of all Variances in one single bulk action.
| 12 | Per the LAMC Section 62.08.VII, future street lighting conduit installation may occur under the proposed AGF installation if the AGF foundation is located within 4 feet of the distance from the curb face as street lighting conduit is normally placed within the 4 feet distance from the curb face. Under the current BOE procedure, if the proposed AGF is located within 4 feet from the curb face, the applicant obtains the Bureau of Street Lighting (BSL) review for each location. Similarly, if trees are potentially impacted for any U-Permits, the application is sent to the Bureau of Street Services Urban Forestry Division (UFD) for review. | After meeting with the BSL, it has been agreed that the BSL could review in batches for a faster approval process. It is proposed that the BSL be given three weeks to complete reviews of each batch, and that if no response is received from the BSL within the 3-week time period that the batch be assumed to not have conflicts and allowed to move forward without a BSL response. In addition to that, due to the short timeline, it is proposed that the UFD be given three weeks to complete reviews, and that if no response is received from the UFD within the 3-week time period that the review be assumed to not have conflicts and allowed to move forward without an UFD response. |
| 13 | Per the LAMC Section 62.08.VIII.A, the BOE is required to conduct a field investigation of proposed AGF installations in cases where Board approval is required. | Since field investigations have been completed by the applicant with photos of the existing conditions, it is proposed that the BOE use photos provided by the applicant per the BOE’s direction, to satisfy this requirement, unless the BOE has a specific concern to cause them to want to perform a field investigation. |
| 14 | Following consideration of the applicant’s permit request by the BOE, the applicant shall notify adjoining lots, abutting lots, lots across the public right-of-way from the adjoining and abutting lots, relevant Council District Offices, neighborhood councils, and homeowner associations via registered mail of the proposed AGF (1st notice). | Although the LAMC Section 62.08.VIII.D does not explicitly require the BOE to review the mailing address labels from the applicant, the BOE normally does verify the accuracy. It is proposed that the applicant be required to hire a third party to review their mailing labels for accuracy instead, in order to enable the BOE staff to process the applications more quickly. Due to the short timeline, it is proposed that, if the applicant prefers, the 1st and 2nd notices be allowed to be combined to inform the property owners and occupants of the proposed AGF and appeal process which needs to also include the applicant’s contact information. |
| 15 | As part of the occupant notification requirements, adopted by the Board on September 27, 2019, the applicant is required to send additional notification to tenants or occupants of the adjoining lots and lots across the public right-of-way from the adjoining lots, if the proposed AGF installations require a Variance request and/or a Hardship Waiver request. | Due to the short timeline and the fact that the proposed AGF installations will need to be near existing facilities that they are providing power backup to, with a few types of common scenarios, it is proposed to waive the occupant notification requirements. |
Per the LAMC Section 62.08.VI.C., a 4-foot unobstructed distance is required for pedestrian passage when there is no existing sidewalk pavement.

Since the proposed 72-hour backup battery AGF installations are required to maintain service and resiliency during disasters or electric grid outages in the high fire areas, which are mostly in hillside areas that may not have existing sidewalk pavements, the applicant can install the AGF with a condition that they must relocate the AGF at no cost to the City when there is going to be a new sidewalk in the area, to ensure that the 4-foot unobstructed distance is provided.

The proposed streamlined AGF review process is anticipated to reduce the BOE staff time, and still complies with the LAMC Section 62.08 in order to assist the applicants to meet the 72-hour backup power requirement of the CPUC Decision 21-02-029 in a timely manner. If this approach is approved by the Board, the BOE will return with separate board reports to present the hardship waiver and volume variance requests for consideration.

Respectfully submitted,

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City Engineer

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BOE (ADM)

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Decision 21-02-029 February 11, 2021

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking Regarding Emergency Disaster Relief Program.

Rulemaking 18-03-011

DECISION ADOPTING WIRELINE PROVIDER RESILIENCY STRATEGIES
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DECISION ADOPTING WIRELINE PROVIDER RESILIENCY STRATEGIES

Summary
This decision requires California’s facilities-based wireline providers (wireline providers) to develop comprehensive resiliency strategies to prepare for catastrophic disasters and power outages. These resiliency requirements are for wireline facilities in Tier 2 and Tier 3 High Fire Threat Districts.

First, this decision defines resiliency, in the context of emergency services management by the wireline providers, as the ability to recover from or adjust to adversity or change through an array of strategies. These strategies include, but are not limited to: backup power, redundancy, network hardening, temporary facilities, communication and coordination with other utilities, emergency responders, the public and finally, preparedness planning.

Second, this decision adopts a 72-hour backup power requirement for the wireline providers’ facilities in Tier 2 and Tier 3 High Fire Threat Districts providing service. This tailored approach ensures minimum service is maintained during disasters or electric grid outages, consistent with our mandates under the California Constitution and the California Public Utilities Code. The wireline providers have eight months from the effective date of this decision to implement this requirement across Tier 2 and Tier 3 High Fire Threat Districts for: (a) critical facilities as defined in R. 18-12-005; (b) facilities providing service to wireless networks; and (c) network equipment located in communities lacking sufficient wireless service coverage. Within 18 months, wireline providers shall implement this requirement for all facilities in Tiers 2 and 3 High Fire Threat Districts.

Third, this decision requires the wireline providers to file Communications Resiliency Plans with the Commission’s Communications Division that detail
their ability to maintain a minimum level of service during a disaster or an
electric power grid outage.

Fourth, the decision permits the near-term use of diesel generation as a
primary backup power resource. However, the decision directs the wireline
providers to explore ways to transition to renewable generation for backup
power.

Finally, this decision directs the wireline providers to submit annual
emergency operations plans. Generally, the emergency operations plan requires
the wireline providers to collaborate with both the California Public Utilities
Commission and the California Governor’s Office of Emergency Services during
a disaster or electric grid outage.

This proceeding remains open.

1. Background

1.1. Phase I Factual Background

The California Public Utilities Commission (Commission) established
Rulemaking (R.) 18-03-011 to adopt an emergency disaster relief program for
customers of electric, natural gas, water and sewer, and communications
providers under this Commission’s jurisdiction. With respect to the
communications providers, we adopted Decision (D.) 19-08-025 in Phase I of
R.18-03-011.

Decision 19-08-025 adopted a series of customer protection requirements
for California customers of communications providers. In D.19-08-025, we
found that the wildfires of 2017, 2018, and 2019 as well as the Public Safety
Power Shutoffs (PSPS) initiated by California’s large investor-owned utilities

\[\text{footnote}{D.19-08-025 \text{ at} 33-35.}\]
(IOUs) revealed failures in California’s communications network. The failure of California’s communications network during prior wildfire seasons and the 2019 PSPS events resulted in a loss of service to customers and endangered the lives of customers and first responders. This is especially troubling for the public, given that, as emphasized by officials from the Governor’s Office of Emergency Services (CalOES), “when you are responding into an emergency, communications are your lifeline.”

At the November 1, 2018 joint Commission and CalOES workshop, held in this proceeding, CalOES officials stated that 80 percent of calls to 9-1-1 came from wireless devices. While 80 percent of 9-1-1 calls come from wireless devices, 20 percent of 9-1-1 calls come from wireline devices. Furthermore, rural communities make up the majority of High Fire Threat Districts. These communities have disproportionately less access to sufficient broadband services, and do not have robust wireless cellphone coverage. The public and first responders are heavily reliant on communications services and devices, regardless of the technology.

In addition to the November 1, 2018 Commission-CalOES joint workshop, the Commission convened several forums to improve coordination between communications providers and emergency response agencies. On April 8, 2019, the Commission released, for stakeholders in this proceeding, guiding safety

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3 Id. at 15, “In the October [2017] wildfires, approximately 80 percent of 9-1-1 calls came from cellular devices…” Statement of Mark Ghilarducci, Director of the Governor’s Office of Emergency Services.

4 Id.

principles for communications providers that identified gaps in California’s communications networks that, if addressed, would significantly enhance public safety.\(^6\) Then on May 20, 2019, the Commission held an en banc public hearing, titled The Future of California’s Communications Grid, where the discussion included the importance of communications services before, during, and after a wildfire.\(^7\)

During disasters, when people are trying to escape from a threatened area or communicating with 9-1-1 centers, the communication link is critical for life-saving operations.\(^8\) We determined in D.19-08-025 that Phase II of this rulemaking, which is the subject of this decision, would focus on having a resilient and dependable communications network that aids first responders and communicates with the public reliably and in a timely manner.

1.2. Phase II Procedural Background

On November 20, 2019, a Phase II prehearing conference (PHC) was held to discuss the issues of law and fact, determine the need for a hearing, and the schedule for resolving the matter. Communications providers including Verizon Wireless Cellco Partnership, Sprint Communications and Sprint Spectrum, T-Mobile USA, AT&T Mobility, AT&T California/Pacific Bell and AT&T Corporation, Frontier Communications, Time Warner/Charter Fiberlink/Brighthouse Networks, Comcast Phone of California, Cox California Telecom, representatives of local officials, consumer advocates, and residents

\(^6\) Joint ALJ Ruling Entering Safety Principles for Communications Service Providers into the records of R.18-03-011 and R.18-12-005.

\(^7\) Communications Division En Banc, available at: https://www.cpuc.ca.gov/CDenbanc/

\(^8\) D.19-08-025 at 47.
appeared to discuss and address failures in the communications network infrastructure during the 2019 wildfires and PSPS events.

Following the PHC, on December 18, 2019, the assigned Administrative Law Judge (ALJ) issued a ruling soliciting from parties’ additional issues for consideration in Phase II.

On January 21, 2020, the assigned Commissioner’s Scoping Memo and Ruling was issued, adopting a schedule for this proceeding, with the goal of adopting communications service provider resiliency and disaster response requirements.

On March 6, 2020, the assigned Commissioner set forth an Assigned Commissioner’s Proposal (Proposal) for maintaining resilient and dependable communications networks that aid first responders and to allow the public to communicate reliably during catastrophes like wildfires or during PSPS events.

On July 20, 2020, the Commission adopted Decision (D.) 20-07-011 which formed resiliency rules for California’s facilities-based wireless providers.

2. Jurisdiction

2.1. The Commission Has Jurisdiction Over Wireline Providers and the Facilities over Which 9-1-1 Services and Emergency Notifications are Sent, And Authority to Ensure the Reliability of Communications Networks in Emergencies.

California is in an unparalleled climate emergency. Just this past fall, California had its worst fire season in recorded history. According to the California Department of Forestry and Fire Protection (Cal Fire), over 9,639 fires

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have burned 4,177,856 acres, more than 4 percent of the State’s roughly 100 million acres of land, making 2020 the largest wildfire season recorded in California’s modern history. Maintenance of communications infrastructure is critical in these types of catastrophic events for purposes of alerting citizens to hazards, reaching emergency services through 9-1-1, or receiving orders to evacuate. The Commission has responded to this ongoing threat to essential utility infrastructure and services by acting across the breadth of its jurisdiction, addressing energy, water, and communications networks and their customers.

The Commission has both the jurisdiction and the authority to require wireline providers, including interconnected voice over internet protocol (VoIP) carriers, to maintain their facilities and ensure they have emergency backup power to last a minimum of 72-hours in Tier 2 and Tier 3 High Fire Threat Districts immediately following an electric grid outage to support all essential communications equipment and minimum service levels for the public. With the rules we adopt today, wireline sites will continue to receive and transmit signals when electric grid power sources are cut off. Uninterrupted communications service is an essential precondition for the ability of public safety officials to

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13 https://www.fire.ca.gov/incidents/2020

14 See, e.g., March 26, 2020 Opening Comments of Rural County Representatives of California to the Assigned Commissioner’s Proposal at 3; April 3, 2020 Comments of Communications Workers of America at 2 (“loss of communications service is often a matter of life and death”).

15 On December 13, 2018, the Commission opened R.18-12-005, the Public Safety Power Shutoff (PSPS) programs proceeding. In that rulemaking, the CPUC is examining the utilities' de-energization processes and practices, the impacts on communities and vulnerable populations, efforts to reduce the need for de-energization, and mitigation measures to reduce the impacts when implemented. The rulemaking will also review and improve existing reporting requirements. The Record of R.18-12-005 has been incorporated into this proceeding. (See also R.15-06-009 Standards for Disaster and Emergency Preparedness; I.14-05-012, Rural Call Completion.) The record of I.14-05-012 has also been incorporated into this proceeding.
communicate and coordinate with each other and with the public. First responders also need real-time information and data. The Commission’s jurisdiction in this regard necessarily entails real time reporting by the carriers to emergency responders, the public, and the Commission when parts of their networks no longer function.

2.2. The Commission Has Jurisdiction Over Wireline Telephone Corporations, Other Communications Utilities, and their Facilities.

The Commission has plenary authority over public utilities, including during emergencies, pursuant to the California Constitution and the Public Utilities Code. The Commission’s “broad regulatory power over public utilities” derives from Article XII of the State Constitution, which establishes the Commission, and gives it wide-ranging regulatory authority, including but not limited to “the power to … establish rules, hold various types of hearings, award reparation, and establish its own procedures.”

Under Public Utilities Code Section (Section) 216 a “public utility” includes every “telephone corporation” where service is performed, or a commodity is delivered to the public or any portion thereof. A “telephone corporation” includes “every corporation or person owning, controlling, operating, or managing any telephone line for compensation in this state.” A “telephone line” includes “all conduits, ducts, poles, wires, cables, instruments, and appliances, and all other real estate, fixtures, and personal property owned,

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17 All subsequent references are to the Public Utilities Code unless otherwise specified.
18 Section 234.
19 Section 234.
or controlled, operated, or managed in connection with or to facilitate communication by telephone, whether such communication is had with or without the use of transmission wires.” 20 California’s Constitution specifically extends the Commission’s jurisdiction to companies engaged in “the transmission of telephone and telegraph messages.” 21 This includes services delivered over any technology, including but not limited to, traditional copper lines, coaxial cable, fiber optic cable, and mobile or fixed wireless radios.

The Commission’s authority over public utilities includes oversight over both public utility services and facilities. 22 The Commission is required to ensure that utilities, including telephone corporations, “furnish and maintain such adequate, efficient, just and reasonable service, instrumentalities, equipment, and facilities … as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public.” 23 The Commission also has an ongoing responsibility to ensure the reasonableness and sufficiency of utility facilities 24 and may order “additions, extensions, repairs, or improvements to, or changes in” utility facilities that the Commission finds “ought reasonably to be made.” 25

In addition, the Commission alone can grant operating authority to California utilities, i.e., issue a certificate of public convenience and necessity

20 Section 233.
21 Cal. Const., Art. XII, Section 3.
22 See Cal. Const., Art. XII, Section 1-6; Section 701.
23 Section 451.
24 Section 761.
25 Section 762. See also General Order 95 and General Order 128.
(CPCN) to traditional utilities seeking to operate in California,\textsuperscript{26} or a “registration” license to companies the Commission has determined lack “monopoly power or market power in a relevant market or markets,”\textsuperscript{27} or to a “wireless registration” (WIR) wireless telephone corporations.\textsuperscript{28}

A CPCN or equivalent authority confers numerous benefits upon a public utility telephone corporation in addition to the obligations under the Public Utilities Code, Commission decisions, and regulations. For instance, public utility telephone corporations have the right to interconnect with other communications providers\textsuperscript{29} and the ability to access the public rights-of-ways to build or install facilities to provide their services.\textsuperscript{30}

Under California law, the means by which service is provided, whether it be traditional landline, wireless technology, or IP-enabled, does not affect whether the provider meets the definition of a public utility telephone corporation. VoIP service providers fall within the definition of “Telephone Corporation” under Section 234, and their facilities fall within the definition of “Telephone Line” pursuant to Section 233.\textsuperscript{31} Thus, the Commission’s jurisdiction

\begin{itemize}
\item \textsuperscript{26} See Section1001.
\item \textsuperscript{27} Section 1013.
\item \textsuperscript{28} See, e.g., Section 1013(h)(5) (a telephone corporation registered under section 1013 can lose its operating authority if it “violates any order, decision, rule, regulation, direction, demand, or requirement established by the commission under this code”); D.94-10-031, supra (wireless providers to be “[i]n all respects except authorization for market entry and ... rates” subject to the Commission’s jurisdiction, including “the requirement to file tariffs” other than rate tariffs). This structure was largely upheld on rehearing in D.94-12-042.
\item \textsuperscript{29} State certification/registration entitles the telephone corporation to interconnect with other telephone corporations under 47 USC Section 251 and 252 and analogous state law.
\item \textsuperscript{30} See e.g., Section 7901.
\item \textsuperscript{31} This is contrary to what many parties have argued in this proceeding, e.g., Comments of Comcast on ACR and Proposal at 14-16, April 3, 2020; CCTA Comments on ACR and Proposal
\end{itemize}
extends to VoIP carriers as well as to traditional landline carriers, and the Commission has clear authority to apply the backup power rules adopted in this decision today to VoIP carriers. We note that an 8th Circuit decision, *Charter Advanced Servs., LLC v. Lange,* finding that VoIP is an information service, does not prevent the Commission from exerting its authority over VoIP carriers under California Law, as this Commission, located in the 9th Circuit, is not bound by the 8th Circuit’s decision.\footnote{903 F.3d 715 (2018), finding that VoIP is an “information service”}

The Commission came to a similar conclusion regarding VoIP service providers in D.19-08-025, a previous Commission decision issued in this proceeding. We stated in D.19-08-025 that “VoIP providers clearly fit within the plain language of the definition of a public utility ‘telephone corporation.’”\footnote{See D.20-09-012. Further, the 8th Circuit’s reliance on the federal policy of nonregulation of information services as the basis for preempting state regulation of VoIP services is questionable. On October 21, 2019, the U.S. Supreme Court denied the Minnesota PUC’s Petition for Writ of Certiorari, so the Court of Appeals decision still stands, and all appeals have been exhausted.}

Several parties challenged this determination in applications for rehearing of D.19-08-025.\footnote{D.19-08-025, Conclusion of Law 27.} On September 15, 2020, we issued D.20-09-012, modifying D.19-08-025, denying the applications for rehearing, and upholding our finding that VoIP providers are a public utility “telephone corporation.” No party timely challenged D.20-09-012.

\footnote{AT&T, VoIP Coalition, and CTIA timely filed applications for rehearing of D.19-08-025.}
2.3. Police Power Authority over Matters Related to Public Health and Safety is Traditionally Reserved to the States

The “protection of the lives, limbs, health, comfort and quiet of all persons…within the State” has been considered part of the States’ essential “police power” since the inception of our federal form of government.\textsuperscript{36} The Tenth Amendment to the U.S. Constitution provides that “powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.” Police power, including the authority to protect the health and safety of its citizens, is unquestionably an area of traditional State control.\textsuperscript{37} The U.S. Supreme Court has recognized this principle:

Throughout our history several States have exercised their police powers to protect the health and safety of their citizens. Because these are "primarily, and historically, . . . matter[s] of local concern," \textit{Hillsborough County v. Automated Medical Laboratories, Inc.}, 471 U.S. 707, 719, 85 L. Ed. 2d 714, 105 S. Ct. 2371 (1985), the "States traditionally have had great latitude under their police powers to legislate as to the protection of the lives, limbs, health, comfort, and quiet of all persons," \textit{Metropolitan Life Ins. Co. v. Massachusetts}, 471 U.S. 724, 756, 85 L. Ed. 2d 728, 105 S. Ct. 2380 (1985).\textsuperscript{38}

The California Constitution and California statute designate the Commission as the principal body through which the State exercises its police power in the case of essential utility network services. Section 451 gives the

\textsuperscript{36} \textit{Slaughter-House Cases} (1873) 83 US 36, 62, quoting \textit{Thorpe v. Rutland & Burlington Railroad Co.} (1855) 27 Vermont 149.

\textsuperscript{37} \textit{Raich v Gonzalez}, 500 F3d 850, 866-67 (9th Cir., 2006).

Commission broad authority to regulate public utility services and infrastructure as necessary to ensure they are operated in a way that provides for the health and safety of Californians:

Every public utility shall furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities, as defined in Section 54.1 of the Civil Code, as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public.\(^{39}\)

The Commission has extensive authority to implement this requirement.\(^{40}\) Protections for Californians as consumers of telecommunication services are set forth in Sections 2890-2896. The Commission’s public health and safety police powers are further reflected in the Commission’s oversight of 9-1-1 service, referenced in several sections of the Public Utilities Code.\(^{41}\)

Thus, police powers have been vested in the Commission by various provisions of the Public Utilities Code (e.g., Sections 451, 584, 701, 761, 768, and 1001). Pursuant to the police power authority vested by the California Constitution and the Public Utilities Code, and acting as the State’s expert agency in matters of public utility infrastructure, the Commission has articulated health


\(^{40}\) Section 701, for example, authorizes the Commission to “do all things whether specifically designated in this part or in addition thereto, which are necessary and convenient in the exercise of such power and jurisdiction.”

\(^{41}\) Section 742 (9-1-1 for public telephones); Section 2883 (9-1-1 service and “warm lines”); Section 2889.6 (information to customers regarding 9-1-1); and Section 2892 (requiring wireless carriers to provide access to 9-1-1 service).
and safety requirements that apply to the communications networks. The Commission’s iterations of that authority include General Order (GO) 52 (Construction and operation of power and communication lines for the prevention or mitigation of inductive interference); GO 95 (Overhead electric [and communications] line construction); GO 128 (Construction of underground electric supply and communication systems); and GO 159-A (Construction of cellular radiotelephone facilities in California); among other such Commission orders and guidelines. The Commission’s exercise of the State’s police power authorizes us to ensure that all facilities that carry 9-1-1 traffic, including remote terminals, are maintained to ensure uninterrupted connectivity during public emergencies, and to enable users to reach emergency services, regardless of the

42 They also apply to the wireless network and the wireline network upon which the wireless network depends.

43 Remote Terminals have become prevalent in the last 20-30 years, replacing in many instances the traditional copper pairs or copper loops which were energized at the carrier’s central office. In their place, the carriers have run high capacity feeder lines (often fiber) from the central office to remote terminals, where they connect with the (often copper) line into the subscriber’s residence or business. Because the fiber is made of glass and not capable of carrying electrical current and therefore not energized, and there is in any event now two connection wires and electronics (that requires power) in the remote terminal, this creates the need for batteries in the remote terminals. As The Utility Reform Network, Communications Workers of America, and other parties noted in their Opening Comments:

Robust back-up power at remote terminals is crucial for ensuring continuity of legacy ILEC [incumbent local exchange carrier] landline service during power outages. Remote terminals are typically deployed in rural areas, many of which have no wireless service at all, or only limited wireless service that is not available to many customers. In these areas, including many locations that are in Tier 2 or Tier 3 high fire threat areas, the remote terminals are essential for providing emergency alerts and access to 9-1-1 and 2-1-1 service. Remote terminals provide a termination point for copper loops coming from homes and businesses, that are then combined and transported via a high capacity line to the telephone company central office. If a remote terminal loses power during an outage, phone service for the customers served by the terminal will not function.

There is evidence that power failures at remote terminals caused landline service to fail in high fire threat areas during the October, 2019 PSPS events.

(August 12, 2020 Opening Comments of The Utility Reform Network, Access Humboldt, Communications Workers of America, et al., at 8-9 (footnote citations omitted).)
service provided over those facilities. The Commission’s authority, and that of other state agencies acting pursuant to the States’ police power, has been upheld repeatedly by both state and federal courts.

The regulatory measures promulgated in this Decision are consumer safeguards intended to protect the health and safety of customers, particularly those encountering wildfires and related public emergencies triggered by historic climate change. Wireline service, especially in areas with high fire danger, provides a function redundant to wireless service, and vice versa, enabling customers to receive warnings about possible dangerous situations. A wildfire growing uncontrollably nearby constitutes a potentially dangerous, indeed, life-threatening, situation.

2.4. The Commission’s Authority is Consistent with the Emergency Services Act

Contrary to AT&T’s arguments in this proceeding, the Commission’s authority to adopt backup power rules set forth here, does not infringe on the authority the Legislature gave to the Governor and CalOES under the California Emergency Services Act (ESA). None of the requirements adopted in this

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44 We note that pursuant to Section 709, the Legislature has encouraged the Commission to promote advanced telecommunications services, encourage development and deployment of new technologies, and to “assist in bridging the ‘digital divide’ by encouraging expanded access to state-of-the-art technologies for rural, inner-city, low-income, and disabled Californians.”

45 Consumer protection and safety statutes are sometimes referred to as public welfare or police power laws, as they involve protection of the public at large. (Cf. Investigation on the Commission's own motion into ... Communication Telesystems [CTS], D.97-10-063 (1997) 1997 Cal. PUC LEXIS 912 at *10-11, *16, and Conclusion of Law 6 (slamming of long distance customers); see also D.97-05-089, 1997 Cal. PUC LEXIS 447 at *39-40; see also Donald v. Cafe Royale, Inc. (1990) 218 CA3d 168, 180 (failure to provide wheelchair access in restaurant); Drewry v. Welch (1965) 236 CA2d 159, 175-76 (trespass in removing timber), discussed in D.97-10-063, 1997 LEXIS 912 at *11).

46 Opposition to Cal Advocates Motion for an Immediate Order at 42-51, June 19, 2019, R.18-03-011. See also AT&T Comments on Assigned Commissioner and Administrative Law
decision interfere with or impede the Governor’s or CalOES’s emergency powers. Rather, the backup power rules we adopt in this decision are measures promoting consumer protection, and public health and safety, all of which fall squarely within the Commission’s jurisdiction. Further, the requirements adopted in this decision are part of the Commission’s overall emergency disaster relief program for communications customers. These requirements fulfill a critical need not covered by any specific ESA provision, and therefore, no express or implied conflict exists. The rules adopted today are necessary to address a critical public safety need for telephone corporations to provide continuity of service during a power outage for the “safety, health, comfort, and convenience” of the people of California, as Sections 451 and 2896 require.

3. Proposal Summary

The Proposal\textsuperscript{47} makes recommendations addressing Phase II issues to ensure a resilient and dependable communications network that aids first responders and protects customer communications service in the State of California. The Proposal presents the following recommendations for actions to facilitate a resilient and dependable communications network:

- **Applicability of Requirements**: The Proposal recommends that any communications provider resiliency requirements should either be: (1) applicable to all companies owning, operating, or otherwise responsible for infrastructure that provides or otherwise carries 9-1-1, voice, text messages, or data; or (2) applicable to the categories we adopted in D.19-08-025 (1) facilities-based and non-facilities-based landline providers includ[ing] 9-1-1/E9-1-1 providers, LifeLine providers, providers of Voice Over Internet

\textsuperscript{47} Assigned Commissioner Ruling and Proposal, March 6, 2020.
Protocol [VoIP], Carriers of Last Resort [COLRs], and other landline providers that do not fall into the aforementioned groups; (2) wireless providers includ[ing] those that provide access to E9-1-1 and/or LifeLine services; (2A) facilities-based wireless providers; and (2B) non-facilities-based wireless providers, includ[ing] resellers and mobile virtual network operators [MVNOs].

- **Definition of Resiliency:** The Proposal defines resiliency as the ability to recover from or adjust easily to adversity or change and is achieved by communications providers through utilizing a variety of strategies. The proposal lists an array of strategies and provides definitions for each one.

- **Backup Power Requirement:** The Proposal recommends that all communications providers have: on-site emergency backup power to support all essential communications equipment including but not limited to, switching centers, central offices, wire centers, head ends, network nodes, field cabinets, remote terminals, and cellular sites (or their functional equivalents) necessary to maintain service for a minimum of 72-hours immediately following a power outage. Service must be sufficient to maintain access for all customers to 9-1-1 service, to receive emergency notifications, and to access internet browsing for emergency notices.

- **Backup Power Plans:** The Proposal recommends that communications providers file a Backup Power Plan with the Commission six months from the effective date of an adopted Commission decision with an array of requirements that illustrate the communications provider’s

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48 D.19-8-025 at 4.

49 Proposal at 3.

50 Id.

51 Id.

52 Id.
preparedness to ensure 9-1-1 access, ability to receive emergency notifications, and access internet browsing for 100 percent of customers in the event of an electric grid outage.\textsuperscript{53}

- **Clean Energy Generation:** The Proposal directs communications providers to utilize clean energy backup power options as reasonable before using diesel generators to meet the backup power requirement, among other provisions.\textsuperscript{54}

- **Waivers:** The Proposal directs communications providers to submit waivers if they qualify for any of the exemptions enumerated in the Proposal.\textsuperscript{55}

- **Critical Facility Location Information Sharing:** The Proposal directs communications providers to share critical facility location information to emergency responders to enhance the ability to defend vital facilities against wildfire damage and ensure facility redundancy.\textsuperscript{56}

- **Critical Infrastructure Resiliency, Hardening and Location Information Sharing:** The Proposal directs communications providers to annually submit geographic information system (GIS) information with the specific location of network facilities and backhaul routes to the Commission. The Proposal directs Commission staff to analyze and process this information, so it is accessible to state and local emergency responders, subject to confidentiality requirements.\textsuperscript{57}

- **Emergency Operations Plans:** The Proposal directs communications providers to file emergency operations plans with the Commission, discussing how their

\textsuperscript{53} Id. at 3-4.

\textsuperscript{54} Id. at 4.

\textsuperscript{55} Id.

\textsuperscript{56} Id. at 5.

\textsuperscript{57} Id. at 5-6.
operations are prepared to respond to emergencies.\textsuperscript{58} The Proposal itemizes required content that the communications providers must submit to the Commission.

In addition, the Proposal requires all respondent communications providers to prepare a report of what mitigation efforts they are undertaking to ensure continuity of service in preparation and in advance of the upcoming wildfire seasons and electric grid outages.\textsuperscript{59}

\textbf{3.1. Parties' Response to Proposal}

On April 3, 2020, the following parties filed comments in response to the Proposal: (1) Access Humboldt and The Utility Reform Network (TURN)-together Joint Consumers; (2) Assurance Wireless USA, L.P., Sprint Communications Company L.P. d/b/a Sprint, Sprint Spectrum L.P. (Sprint); (3) AT&T Mobility LLC (New Cingular Wireless PCS, LLC, Pacific Bell Telephone Company, AT&T Corp., Santa Barbara Cellular Systems, Ltd., Teleport Communications America, LLC, AT&T Mobility Wireless Operations Holdings, Inc. (AT&T Wireless); (4) Public Advocates Office (Cal Advocates); (5) California Cable and Telecommunications Association (CCTA); (6) California Water Association (CA Water Association); (7) Cellco Partnership, MCIMetro Access Transmission Service Corp. (Verizon); (8) Charter Communications, Inc. (Charter); (9) City of San Jose (San Jose); (10) Comcast Phone of California, LLC (Comcast Phone); (11) Communications Workers of America District 9 (Communications Workers); (12) Consolidated Communications of California Company (Consolidated); (13) County of Santa Clara (Santa Clara County); (14) Cox California Telcom, LLC (Cox); (15) CTIA; (16) ExteNet Systems

\textsuperscript{58} Id. at 6-7.

(California) LLC (ExtNet); (17) Frontier California, Inc., Frontier Communications of California, Frontier Communications of the Southwest, Inc. (Frontier); (18) T-Mobile West LLC (T-Mobile); (19) Pinnacles Telephone Co., Calaveras Telephone Company, Foresthill Telephone Co., Volcano Telephone Company, Happy Valley Telephone Company, Hornitos Telephone Company, Kerman Telephone Co., Ducor Telephone Company, The Siskiyou Telephone Company, Winterhaven Telephone Company, The Ponderosa Telephone Co., Cal-Ore Telephone Co., Sierra Telephone Company, Inc. (Small LECs); (20) U.S. Cellular; (21) Wireless Infrastructure Association (WIA); and (22) Southern California Edison Company (SCE).

On April 17, 2020, the following parties filed reply comments in response to the Proposal: (1) AT&T Wireless; (2) Cal Advocates; (3) California Hydrogen Business Council (CHBC); (4) Center for Accessible Technology and National Consumer Law Center (CforAT & NCLC); (5) Charter; (6) Comcast; (7) Cox; (8) CTIA; (9) Greenlining Institute (Greenlining); (10) National Fuel Cell Research Center (NFCRC); (11) Small LECs; (12) T-Mobile; (13) TURN; (14) UCAN; and (15) Verizon.

4. **Issues Before the Commission**

Phase II of this proceeding promotes resiliency planning for communications providers in areas prone to outage events and wildfires, with the goal of establishing rules for communications provider resiliency. With this context in mind, the issues within scope are:60

60 In each of the above issues, the Commission considers the following elements for key sites and locations: (1) customers with access and functional needs; (2) medical baseline customers; (3) police stations and public safety answering points (PSAPs); (4) fire stations; (5) schools (e.g., educational facilities); (6) water and waste water facilities; (7) community centers; (8) senior centers; and (9) disadvantaged and hard to reach communities.
1. **Components of Resiliency**: communications providers resiliency and preparedness efforts before, during, and after wildfires, public safety power shutoffs, wildfires, and other disasters to keep communications services available;

   a. How should resiliency be defined?

   b. What are the different network configurations that need to be considered?

   c. What are the components of resiliency and how do they operate together? For example, how do redundancy, temporary facilities and back power work to keep communications operational?

   d. What are the priorities for the operation of communication facilities in a disaster or outage event?

   e. What is the minimum baseline/objective for potential rules for communication carriers?

2. **Responsiveness to Event-Oriented Information Requests**: Engagement and timely responsiveness to requests from first responders across government, including the CalOES and CalFIRE. \(^6\)

   a. What critical information is not being provided to first responders across government, including the CalOES and CalFIRE upon their request?

5. **Discussion**

   For several years, California has experienced major wildfires and PSPS events which have exacerbated the weakness of California’s wireline network.

   In 2017, 9,270 wildfires burned 1,548,429 acres, damaging or destroying 10,280 structures, and killing 47 people. \(^6\) The largest fires burned in Northern California during the month of October 2017. One of those fires was the Tubbs

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\(^6\) This includes disclosing specific outage information during disasters.

\(^6\) [https://www.fire.ca.gov/incidents/2017/](https://www.fire.ca.gov/incidents/2017/)
Fire, in Napa, Sonoma, and Lake counties, which was one of the most destructive fires in California history burning 36,807 acres, resulting in 22 deaths. The Thomas Fire burned 281,893 acres in Santa Barbara and Ventura counties and resulted in 23 direct and indirect deaths.

In 2018, 7,948 wildfires burned 1,975,086 acres, damaging or destroying 24,226 structures, and killing 100 people.\(^{63}\) The Camp Fire in Butte County became the most deadly and destructive wildfire in California history, damaging or destroying 18,804 structures and resulting in 85 deaths.\(^{64}\) During the same month in 2018, the Woolsey Fire in Southern California burned 96,949 acres and damaged or destroyed 1,643 structures in Ventura County.\(^{65}\) The Mendocino Complex fires, consisting of the Ranch and River fires, burned 459,123 acres and damaged or destroyed 281 structures and resulting in 1 fatality.\(^{66}\)

In 2019, 7,860 wildfires burned 259,823 acres, damaging or destroying 732 structures, and killing 3 people.\(^{67}\) The Kincade\(^{68}\) and Tick\(^{69}\) Fires burned 77,758 acres in Sonoma County, and 4,615 acres in Los Angeles County, respectively.\(^{70}\) During the same period the IOUs, such as Pacific Gas and Electric Company (PG&E), implemented public safety power shutoffs (PSPS or de-energization). Customers of communication services, both wireline and

\(^{63}\) https://www.fire.ca.gov/incidents/2018/
\(^{64}\) https://www.fire.ca.gov/incidents/2018/11/8/camp-fire/
\(^{65}\) https://www.fire.ca.gov/incidents/2018/11/8/woolsey-fire/
\(^{67}\) https://www.fire.ca.gov/incidents/2019/
\(^{68}\) https://www.fire.ca.gov/incidents/2019/10/23/kincade-fire/
\(^{69}\) https://www.fire.ca.gov/incidents/2019/10/24/tick-fire/
\(^{70}\) https://www.fire.ca.gov/incidents/2019/
wireless, were unable to send or receive calls due to lack of electric grid power that resulted from the power shutoffs. Individual PSPS events impacted tens of thousands of customers, with the largest PSPS events taking place on October 9-11, and 26-31, 2019.

In 2020, 9,639 wildfires burned more than 4.1 million acres in California, approximately 4 percent of the State’s roughly 100 million acres of land, destroying more than 10,000 homes and other structures, and led to at least 31 deaths. 71 In August, unusual weather conditions sent nearly 14,000 bolts of lightning into dry, hot air across Northern California in August ravaging communities up and down California over a period of 72-hours. This 72-hour period in August 2020 alone ignited more than 900 wildfires in August 2020. In October, the Silverado Fire struck Southern California, causing more than 90,000 people in Orange County to evacuate their homes. 72 Then, in December 2020, the fast-moving Bond Fire spread across Southern California forcing the evacuation of more than 25,000 residents. 73 The 2020 wildfires are unrivaled in their speed and breathtaking in their severity.

PG&E, SCE, and San Diego & Electric Company (SDG&E), implemented PSPSs throughout this year for wildfire mitigation. 74 PG&E initiated the largest 2020 PSPS event from October 25-27, 2020, impacting 345,000 customers across 35 counties. 75 Amid all this, the State also experienced rolling electric grid

71 https://www.fire.ca.gov/incidents/2020/
72 https://www.fire.ca.gov/incidents/2020/10/26/silverado-fire/
73 https://www.fire.ca.gov/incidents/2020/12/2/bond-fire/
74 Commission PSPS Event Details, available at: https://www.cpuc.ca.gov/PSPS/
outages during a once in 35-year heatwave. Similar to the impacts experienced by wireless carriers’ users, the lack of commercial power resulting from the shutoffs also affected wireline carrier users’ ability to make phone calls.

California customers need access to 9-1-1 and emergency services, to function in their daily lives and receive vital safety or emergency information. During the 2017, 2018, 2019, and 2020 wildfires and PSPS events, widespread communications outages occurred across all sectors: in the facilities used to provide wireless telephone service, traditional landline telephone service, cable video service, VoIP service, and broadband Internet access service. These service outages expose a lack of sufficient resiliency in wireline networks, a failure to prepare for disasters, and a failure to actively communicate these service outages to the public and emergency responders.

Wireline network resiliency must be improved so that vital communication services are not interrupted and remain available for Californians during emergencies. To effectively manage these catastrophes, emergency responders must have reliable clear communication from the wireline providers regarding network outages, service resiliency, and backup power.

As stated at the prehearing conference in this proceeding\(^77\) and in the Scoping Memo and Ruling,\(^78\) the purpose of this phase of the proceeding is to form resiliency rules for communications providers. Below, we establish


\(^{77}\) Order Instituting Rulemaking Regarding Emergency Disaster Relief Program to Support California Residents (R.18-03-011) November 20, 2019 Prehearing Conference Transcript at 130, lines 12-17.

\(^{78}\) Assigned Commissioner’s Phase II Scoping Memo and Ruling, January 2020.
requirements necessary to ensure dependable wireline networks that aid first responders and allow the public to communicate in a reliable manner during disasters or PSPS events. The rules below are narrowly tailored only to facilities-based wireline providers offering service in California’s Tier 2 and Tier 3 High Fire Threat Districts.

5.1. Application of Requirements: Covered Providers

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings, we sought comment to identify the most essential communications providers that a Californians would rely upon during a disaster or a power outage.

To determine which providers should be covered by our new rules, particularly 9-1-1 receipt of emergency alerts and warnings, and to access evacuation and de-energization websites, we asked the parties whether the Proposal’s definition of the applicability of requirements was reasonably tailored to ensure regulatory compliance or in the alternative, whether D.19-08-025’s definition should be applied instead.

5.1.1. Parties’ Positions

Parties were generally split on whether to adopt the Proposal’s definition for applicability of requirements or D.19-08-025. We discuss the parties’ positions below.

Comcast argues the Proposal’s definition is not reasonably tailored, asserting it exceeds the Commission’s authority. TURN claims that the


80 Comcast Opening Comments in Response to the Assigned Commissioner’s March 6, 2020 Ruling (Opening Comments) at 15.
Proposal rightfully envisions a broad definition of wireline providers to which these requirements would apply.\textsuperscript{81} Cox argues we should apply the rules of this decision only to telephone corporations that provide mobile telecommunications services, including cellular backhaul, and telecommunications services for first responders.\textsuperscript{82}

Cal Advocates supports the Commission’s applicability of requirements specified in the Proposal. Cal Advocates asserts that D.19-08-025 defined communications service providers to include non-facilities-based providers but the Proposal’s requirements apply to communications infrastructure.\textsuperscript{83} Thus, Cal Advocates argues that since the Proposal’s requirements apply to communications infrastructure the non-facilities-based communications providers that do not own or operate infrastructure should not be included in these requirements.\textsuperscript{84} CCTA contends that neither the definition set forth in the Proposal nor the definition set forth in D.19-08-025, except for carriers of last resort and rate of return telephone corporations, should apply. \textsuperscript{85}

Frontier asserts that the applicability statement in the Proposal is generally reasonable insofar as it focuses on ownership or operation of infrastructure rather than on specific services.\textsuperscript{86} RCRC claims that the proposed definition in the Proposal is more straightforward and understandable than the definition

\textsuperscript{81} TURN Opening Comments at 1-2.
\textsuperscript{82} Cox Opening Comments at 6.
\textsuperscript{83} Cal Advocates Opening Comments at 2.
\textsuperscript{84} \textit{Id.}
\textsuperscript{85} CCTA at 6.
\textsuperscript{86} Frontier Opening Comments at 2.
from D.19-08-025. By using plain language and clearly articulating its intent, RCRC asserts the Proposal more clearly achieves the desired outcomes of the Commission.

Charter argues that the basic framework of the Proposal addressing resiliency is misplaced because it improperly: (1) shifts obligations to communications providers that should rightly be borne by electric utilities; (2) fails to consider the magnitude of the risks, costs, and impracticalities of the requirements it contemplates for wireline facilities and providers; (3) fails to consider the limited (if any) public safety benefits that the requirements would realize as applied to wireline facilities; (4) fails to perform the necessary cost-benefit analysis to weigh these considerations against one another; and (5) extends public utility obligations to broadband internet access service and VoIP facilities, which it asserts the Commission does not have legal authority over.

Small LECS generally support the Proposal’s definition but assert there will need to be exemptions from specific requirements for smaller providers, such as real-time web-based access to outage information.

Consolidated supports the Proposal’s definition but notes that waivers to particular requirements may be warranted in certain circumstances.

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87 RCRC Opening Comments at 5.
88 Id.
89 Charter Opening Comments at 5.
90 Small LECS Opening Comments at 2.
91 Consolidated Opening Comments at 1.
5.1.2. **Facilities-Based Wireline Providers are Subject to this Decision’s Applicability Requirements**

The Proposal recommends that we subject all companies owning, operating, or otherwise responsible for the infrastructure that provides or otherwise carry 9-1-1, voice, text messages, or data services to the requirements of this decision. We agree with Cal Advocates that this applicability definition is more appropriate in this context than the definition we previously adopted in D.19-08-025.\(^{92}\) Therefore, the rules of this decision apply to facilities-based wireline providers.

Facilities-based wireline providers operate infrastructure that is critical to the public’s health, safety, and welfare. The resiliency rules formed under this decision are focused on wireline infrastructure to ensure the State’s first responders and the public have access to 9-1-1, access to emergency alerts, warnings, and notifications, and to provide access to web-based instructions and GIS maps. Access to this information is crucial during emergencies and evacuations.

5.2. **Resiliency Definition**

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings,\(^ {93}\) we sought comment on a clear definition for the term “resiliency.” The Proposal defined resiliency as the ability to recover from or adjust easily to adversity or change. Under the Proposal, wireline providers would achieve resiliency through a variety of

\(^{92}\) Cal Advocates Opening Comments at 2.

strategies. We discuss the parties’ position on the proposed definition of resiliency below.

5.2.1. Parties’ Positions

Parties had various positions on the Proposal’s definition of resiliency. For example, SCE argues the resiliency strategies for wireline providers are unnecessary.94 However, SCE asserts that it generally agrees with the Proposal’s definition of resiliency and the strategies the Proposal contemplates.95

For its part, RCRC asserts that rural residents should not be treated differently by establishing different expectations for wireline system resiliency as more than a million Californians only subscribe to wireline services.96 RCRC asserts that, as in D.20-07-011, wireline providers should be given similarly broad authority to utilize any of a portfolio of options to achieve system resiliency. Those may include backup power, redundancy, system hardening, use of temporary facilities, improved local coordination, and preparedness planning; however, there may be other strategies that are better suited for wireline providers.97

Similarly, Cal Advocates argues that we should apply the same resiliency definition from D.20-07-011 to wireline providers98 and argues that the strategies are reasonable to ensure essential communications services to all wireline customers.99 UCAN also argues that the definition of resiliency should not

94 SCE Opening Comments in Response to the Assigned Commissioner and Administrative Law Judge’s July 22, 2020 Ruling (Ruling Comments) at 5.
95 Id.
96 RCRC Ruling Comments at 4.
97 Id.
98 Cal Advocates Ruling Comments at 3.
99 Id.
change as the goal of wireline resiliency should be the same as the wireless resiliency, namely the ability to adjust to adversity and change and the maintenance of critical communication infrastructure during PSPS events.100 CCTA encourages the Commission to adopt its alternative network resiliency framework for wireline providers asserting it meets our goal of maintaining resiliency and dependable communications networks that aid first responders and the public during disasters.101 Charter argues that the Proposal’s definition of resiliency and its strategies prompt no requirement to which the proposal would attach.102 Similarly, Comcast asserts that the purpose of a formal definition of resiliency is unclear because it does not predicate any specific regulatory obligations or rules.103 Cox generally agrees that the definition of resiliency should focus on recovery, but such definition must acknowledge the reality that some interruption of service is unavoidable under certain circumstances.104 TURN supports the Proposal’s definition of resiliency but recommends that we take into account the different needs of the various wireline network configurations.105  

AT&T states that the definition of resiliency from the Proposal and D.20-07-011 is sufficiently flexible to be applied to wireline services but argues

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100 UCAN Ruling Comments at 3.
101 CCTA Ruling Comments at 2.
102 Charter Ruling Comments at 4.
103 Comcast Ruling Comments at 6.
104 Cox Ruling Comments at 3.
105 TURN Ruling Comments at 4.
that any resiliency requirements should be focused on the most critical wireline customers.\footnote{AT&T Ruling Comments at 5.}

5.2.2. Resiliency is the Ability to Recover from or Adjust to Adversity or Change Through an Array of Strategies

We adopt the Proposal’s definition of resiliency, which mirrors D.20-07-011, with modification. Resiliency shall be defined as the ability to recover from or adjust to adversity or change through an array of strategies including, but not limited to, backup power, redundancy, network hardening, temporary facilities, communication and coordination with other utilities, emergency responders, the public and finally, preparedness planning.

Furthermore, we adopt the Proposal’s resiliency strategies, with slight modification. The Proposal’s definition provides the necessary level of specificity that clearly identifies the specific strategies wireline providers must employ to ensure resiliency. While some strategies may be specific to wireless providers, we find that maintaining a consistent definition for the purposes of this proceeding is beneficial. These definitions also lay a foundation for the other components of the Proposal that is the subject of this decision. We provide the following modified definition of resiliency and resiliency strategies:

- “Resiliency” – the ability to recover from or adjust to adversity or change – is achieved by wireline providers through various strategies intended to ensure that essential services are provided without interruption during power outages and other emergency events, including but not limited to the following:
  - Backup Power: network operators that design their networks with batteries and generators, as well as maintain mobile generators and refueling plans, make
necessary preparations and precautions to safely operate generators, are able to maintain service during the loss of power;

- **Redundancy**: networks that are designed with redundancy – both wired (e.g., logical and physical route diversity) or wireless (e.g., dense and overlapping cell sites) – are able to mitigate impacts caused by disasters and power outages;

- **Hardening**: networks that are hardened can withstand damage from disasters. For example, ensuring that backhaul and critical sites have defensible space and are built to withstand natural disasters, including earthquakes;

- **Temporary Facilities**: network operators that own and maintain temporary facilities (e.g., mobile cell sites, mobile satellite and microwave backhaul, etc.) are able to restore service to their networks when facilities are damaged or destroyed;

- **Communication and Coordination**: network operators that establish clear channels of communication and coordinate with emergency responders at the local, state and federal level, CalOES, CAL FIRE, the Commission, other utilities (including electric utilities, community choice aggregators, water, wastewater and other communications providers) and the public are best positioned to maintain and restore service after a power outage or disaster; and

- **Preparedness Planning**: network operators that maintain comprehensive preparedness plans and qualified staff are able to maintain and restore service to their networks quickly and effectively.

These resiliency strategies are not an exhaustive list. The wireline providers have the discretion to deploy more approaches as both the public and private sectors evolve and develop new measures for emergency preparedness.
We reject claims that these definitions are unnecessary, duplicative, fail to keep in mind the constraints of the existing wireline network, or as Comcast and Charter argue, not keyed to any regulatory obligations. By adopting these definitions, resiliency strategies must not only prevent, avoid, or stop a threat or actual harm from a potential disaster but also account for an array of recoverability measures that focus on timely restoration, strengthening, and revitalizing wireline network infrastructure to preserve the fabric of communities affected by an incident. We also acknowledge, and agree with Cox, that these measures are not foolproof – that no matter how many strategies are employed, sometimes, because of their scale, disasters will cause severe service disruption. We encourage the wireline providers to adopt these strategies as part of a resiliency approach that will be captured in their regulatory filings, discussed below.

The wireline providers - in coordination with emergency responders and each level of government - have a responsibility to prepare and leverage technologies to mitigate and prevent the disruption of service. We agree with Cal Advocates that even though it will take time, the wireline providers should strive toward immediate recovery from disruption of their network and minimize the likelihood of outages to end users. Regrettably, the infrastructure investments for wireline network resiliency cannot be made overnight.

In adopting the above resiliency definitions, we establish core strategies that serve as both preparedness tools and a means of structured implementation for future wildfire, PSPS, and other disaster events. The preparedness of the

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107 Charter Ruling Comments at 4; Comcast Ruling Comments at 6.
108 Cox Ruling Comments at 4
wireline providers is fundamental to ensuring the State’s mitigation and recovery success in future disasters. We decline to adopt a rigid definition of resiliency that could result in limiting wireline providers in how they achieve and maintain their network’s resiliency. Rather, these definitions reflect encouraged strategies that various wireline providers already utilize and have led to the successful preservation or restoration of service during times of crisis, such that they can be used and adopted by all wireline providers. We encourage the wireline providers to adopt additional resiliency strategies, to augment these strategies and enhance their ability to prepare for and be responsive to the needs of network enhancement.

In summary, we all must continue to make progress in building and sustaining disaster relief and emergency preparedness. The rules we adopt here build on our goals to achieve preparedness and resiliency in the face of future disasters. Our aspirations must be even higher to match the greater risks that the future presents with an increasingly severe climate, expected to result in harsher wildfire events and more frequent PSPS events. We must continue to evolve to meet these challenges while at the same time, come to an understanding that the execution of baseline resiliency strategies must begin now.

5.3. Outage Definition

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings, we sought comment to craft a clear definition for the term, “outage,” in the context of this

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proceeding. We discuss the parties’ position on the proposed definition of outage below.

5.3.1. Parties’ Positions

Parties provided an array of suggestions to define outage. Cal Advocates suggests “outage” should align with the Federal Communication Commission’s (FCC) definition of “outage” while RCRC recommends that we adopt the same definition for an outage as CalOES to better assure consistency, reduce costs, and reduce confusion of adhering to inconsistent regulatory mandates.

5.3.2. Outage Shall Be Defined as a Period That a Generating Unit, Transmission Line, or Other Facility is Out of Service

We agree with RCRC that it is appropriate to adopt CalOES’ definition of an outage, as developed pursuant to Section 53122 of the California Government Code, to better assure consistency across agencies, and to reduce both costs and confusion in adhering to inconsistent regulatory mandates. We adopt the following definition of an outage, in the context of this proceeding: a power outage is the period during which an energy-generating unit, power transmission line, or other facility is out of service. Furthermore, we determine that a power outage may have various causes including, but not limited to, de-energization events, unanticipated problems rendering a facility dysfunctional or posing a risk to personnel or to the system, or scheduled downtime for maintenance, repairs, or upgrades.

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110 Cal Advocates Ruling Comments at 7-8.
111 RCRC Ruling Comments at 8-9.
5.4. Backup Power Requirement

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings, we sought comment to help identify the most reasonable approach for ensuring that Californians and first responders have continuity of service and access to 9-1-1, emergency alerts, and notifications during disasters or electric grid power outages. We asked parties to assess the reasonableness of requiring wireline providers to have 72-hours of on-site backup power, to provide a minimum level of service.

5.4.1. Parties Positions

UCAN states that the question with wireless versus wireline backup power requirements is just how deep “into the neighborhood” wireline back-up power requirements should reach. They assert, for example, it may be unreasonable to impose on the provider a 72-hour backup power requirement on equipment located on a customer’s premises. UCAN did not offer a specific line of demarcation as to just how far the backup power requirement should reach into the wireline phone system. However, UCAN did recommend that, at a minimum, the backup power strategy should be largely analogous to that imposed on wireless services providers in scope.

SCE asserts that a flat 72-hour time duration may be reasonable for a wireless provider because each of their sites serves hundreds of individuals with


113 UCAN Ruling Comments at 3-4.

114 Id.

115 Id.
basic telecommunications services, but it is not reasonable for CLECs since backup power is at the customer’s discretion.\textsuperscript{116} However, SCE argues it is reasonable to adopt a backup power requirement of reduced duration - less than 72-hours – as there are other resiliency strategies that may be reasonably deployed.\textsuperscript{117}

CCTA argues that a 72-hour backup power mandate would provide very limited benefits and squander enormous network resources given that very few consumers have backup power sources for in-home equipment required to access wireline services.\textsuperscript{118} Previously, CCTA proposed an alternative resiliency framework for wireline networks that would help ensure uninterrupted service to meet a community’s most critical communications needs during extended power outages.\textsuperscript{119}

Charter argues that the Commission should not apply the backup power or service level requirements from D.20-07-011 to wireline broadband or VoIP services because the Commission lacks the legal authority to do so and there are numerous practical barriers, including siting and permitting obstacles, community objections, safety risks, and pollution.\textsuperscript{120}

Cal Advocates argues we should adopt a 72-hour backup power requirement to ensure customers and their families are able to access essential voice and broadband services during power outages.\textsuperscript{121} Cal Advocates asserts

\textsuperscript{116} SCE Ruling Comments at 6.
\textsuperscript{117} Id. at 7.
\textsuperscript{118} CCTA Ruling Comments at 2.
\textsuperscript{119} Id. at 3.
\textsuperscript{120} Charter Ruling Comments at 4.
\textsuperscript{121} Cal Advocates Ruling Comments at 4.
that even though 80 percent of all calls to 9-1-1 in 2018 came from wireless
devices, the remaining 20 percent of 9-1-1 calls coming from wireline networks is
still a very significant number of emergency calls that originate from wireline
networks.\textsuperscript{122} Cal Advocates also states that wireline outages were widespread
and significant during 2019’s PSPS events, with over 400,000 wireline subscribers
in California losing service on October 28, 2019.\textsuperscript{123}

AT&T argues it is infeasible to impose a 72-hour backup power
requirement on all wireline services because of the distributed nature of its
wireline network.\textsuperscript{124} AT&T also states that a 72-hour backup power mandate
would cause negative impacts on California communities as municipalities are
unlikely to allow AT&T to deploy large equipment – such as portable generators
for recharging batteries – extensively throughout the public rights of way,
especially if generators are required to remain running for as long as 3 days.\textsuperscript{125}
AT&T also claims a 72-hour backup power requirement would have little benefit
as the vast majority of Californians do not rely on wireline services for
emergency communications.\textsuperscript{126}

Joint Consumers argue that the backup power requirement for wireline
providers should be the same 72-hour duration that was previously adopted for
wireless carriers, and should apply to critical network locations serving high fire
risk areas.\textsuperscript{127} At the same time, Joint Consumers state that limited access to

\textsuperscript{122} Id.
\textsuperscript{123} Id.
\textsuperscript{124} AT&T Ruling Comments at 5-6.
\textsuperscript{125} Id. at 7.
\textsuperscript{126} Id. at 8.
\textsuperscript{127} Joint Consumers Ruling Comments at 5.
backup power in customers’ homes does not undermine the need for wireline backup power, but does indicate the need for the Commission to revisit requirements for battery backup power in the customer premises, in addition to network backup power requirements.\textsuperscript{128}

Cox argues that we should not adopt a 72-hour mandated backup power requirement because it is not feasible given the sheer number of power supplies in a wireline network, and the location of these power supplies which can be deep in residential neighborhoods.\textsuperscript{129} However, Cox states it is supportive of the Commission’s efforts to develop a framework to ensure critical facilities, first responder hubs and stations, and wireless communications are able to operate to the fullest extent possible during an outage.\textsuperscript{130} Cox asserts that a backup power requirement is reasonable to the extent that the requirement applies to maintaining the connectivity of customers that are wireless carriers, fire stations, police stations, hospitals, and emergency command centers.\textsuperscript{131}

Comcast states that a 72-hour backup power requirement is untenable for wireline providers.\textsuperscript{132} Comcast argues that a 72-hour backup power mandate for wireline providers is arbitrary, overbroad in scope, impracticable, unsafe, and unhealthy for consumers and communities, does more harm than good, and ultimately is ineffective and legally impermissible.\textsuperscript{133} Comcast asserts that the challenges for deploying 72 hours of backup power are greater than that of the

\begin{flushleft}
\textsuperscript{128} Id.
\textsuperscript{129} Cox Ruling Comments at 5.
\textsuperscript{130} Id.
\textsuperscript{131} Id.
\textsuperscript{132} Comcast Ruling Comments at 8.
\textsuperscript{133} Id.
\end{flushleft}
wireless providers\textsuperscript{134} because of the distributed nature of the wireline infrastructure.

CA Water Association supports a 72-hour backup power requirement to match the requirement for wireless providers.\textsuperscript{135} CA Water Association also argues that we should not adopt a reduced backup power requirement as water providers are required to maintain operations regardless of power outage duration, and the need for maintenance of communication systems does not diminish over the duration of a power outage.\textsuperscript{136}

CSAC supports a backup power mandate, asserting that numerous communities within California do not have sufficient wireless coverage and are limited in how they receive emergency communications.\textsuperscript{137} CSAC states that wireline services may be the only way these communities can be alerted of emergencies, including electric grid outage events.\textsuperscript{138}

Finally, RCRC argues that at a minimum, wireline providers should be subject to the same backup power requirements that were established for wireless providers in D.20-07-011.\textsuperscript{139} RCRC states that it may be necessary to expand both the duration and the geographic territory covered by this requirement and backup power must be sufficient to access 9-1-1 emergency service, emergency notifications, and access to web browsing for emergency

\textsuperscript{134} \textit{Id.}

\textsuperscript{135} CA Water Association Ruling Comments at 1.

\textsuperscript{136} \textit{Id.} at 2.

\textsuperscript{137} CSAS Reply Comments to the Assigned Commissioner’s March 6, 2020 Ruling (Ruling Reply Comments) at 1.

\textsuperscript{138} \textit{Id.} at 2.

\textsuperscript{139} RCRC Ruling Comments at 4.
notices for all customers. RCRC also contends that, for many communities, the 2019 PSPS events went far longer than 72 hours before service was fully restored. RCRC underscores that it is inappropriate and unacceptable for 9-1-1 or emergency notification services to go dark for any period of time, especially in rural and high fire risk areas during the wildfire season.

5.4.2. There is a Public Need to Adopt a Narrowly Tailored and Reasonable Backup Power Requirement

Section 451 requires us to exercise our authority so that customers receive safe and reliable service at just and reasonable rates. Today, we form rules, based on a record developed following numerous catastrophes, that move from public frustration and anxiety toward measurable, prophylactic action. This action fulfills our statutory duty and responsibility to protect customers and first responders during times of crisis by promoting their health, safety, and welfare.

With this in mind, we recognize that both customers and first responders have a reasonable expectation they will hear a dial tone, receive emergency alerts and notifications, and can access critical information during an emergency – even when the power is out. Because of climate change, wildfires and PSPS events increasingly will be part of our future, with PSPS events possibly continuing through the next 10 years.

To contextualize the need for backup power, the 2017, 2018, 2019, and 2020 wildfires and the 2019 and 2020 PSPS events had some of the greatest impacts on

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140 Id. at 5.
141 Id.
142 Id.
Californians in our history. Their scale and scope disrupted our personal lives, civic responsibilities, and California’s economy. During these outages, calls, internet communications, and emergency notifications failed. Energy and water utilities, customers, and first responders across all levels of government expressed public safety concern regarding the failure of wireline providers to adequately provide service, including access to 9-1-1, during both disasters and de-energization events.

During the November 1, 2018 joint Commission-CalOES workshop, California’s first responders voiced the importance of maintaining communications service. The Director of CalOES said, “maintaining our telecommunications capability in disasters is an absolute necessity for effective response in recovery operations.”144

After carefully reviewing the information and considering our duty under our California constitutional and statutory authority codified under the Public Utilities Code, it is reasonable to adopt a backup power requirement for the wireline providers operating in California.

We must be prepared to meet the adversity of future disasters with emergency management preparedness across government but also, in partnership, with California’s wireline providers. Throughout this proceeding, we gained knowledge, discussed arguments, collected data, facts, and witnessed in real-time millions of Californians lose service communication services during mass wildfires and PSPS events.

We disagree with the wireline providers’ position that because there are fewer wireline subscribers when compared to wireless subscribers it is not in the public interest to adopt a backup power requirement for wireline services. Indeed, there are about 43 million wireless phone subscriptions in the State, and approximately 13 million wireline traditional voice and VoIP subscriptions.\textsuperscript{145} However, in a state with millions of households,\textsuperscript{146} wireline voice services are still prominent in California households. As previously stated, 80 percent of 9-1-1 calls are delivered over wireless phones; however, that still leaves a sizeable amount of 9-1-1 calls that are delivered over wireline networks. Put another way, 1 out of every 5 9-1-1 calls in California are delivered over wireline networks. An estimated 5.9 percent of California households do not use wireless services, and 3.3 percent rely exclusively on wireline service.\textsuperscript{147} These may be a minority of Californians, but they cannot be overlooked. The redundancy that having both wireless and wireline networks operational provide is of mission critical importance for both emergency preparedness and disaster relief. Every user of any communication service provided over the facilities of wireline providers has a reasonable expectation that their communications service will always be functional, especially when they need it most.

To place into context the importance of reliable wireline communications services for the protection of life and the public’s safety, we highlight an event in

\footnotesize{\textsuperscript{145} Aggregated information using Form 477 data as of December 2018 – see “State-Level Subscriptions” (https://www.fcc.gov/sites/default/files/vts_state_table_1_1.xlsx) at https://www.fcc.gov/voice-telephone-services-report.}

\footnotesize{\textsuperscript{146} https://www.census.gov/quickfacts/CA}

\footnotesize{\textsuperscript{147} AT&T opening Comments at 1.
Marin County. On October 26, 2020, during one of the largest PSPS events of 2020, a housefire took the life of a 96-year-old woman and left another person injured. Community members could not immediately reach 9-1-1 for help due to a lack of resilient and reliable wireline service and the lack of sufficient wireless service. This event illustrates how individual lives and communities are devastated when communications services fail. We would neglect to fulfill our statutory duty if we did not address the failings of wireline networks during wildfires and PSPS events. These failures are recurring themes and conditions that merit our attention to adopt a backup power requirement.

5.4.3. Parties Positions: Backup Power Time Duration

RCRC argues that unless wireline networks can maintain minimum service levels without backup power for at least 72 hours during a power outage, RCRC does not support reducing backup power duration below 72 hours. RCRC asserts that such a reduction could undermine overall system resiliency.

UCAN argues that a backup power time requirement should be largely analogous to the requirements imposed on the wireless providers in scope.

148 We do not rely on this press coverage for the purposes of this decision, but raise this here to highlight the significant public interest in reliable wireline services during disasters.

149 See Structure Fire in Marin County Leaves 1 Dead, 1 Injured, NBC Bay Area, October 26, 2020; see also Deadly Fire in Sleepy Hallow Raises Cell Coverage Concerns, Marin Independent Journal, October 26, 2020.

150 See Structure Fire in Marin County Leaves 1 Dead, 1 Injured, NBC Bay Area, October 26, 2020; see also Deadly Fire in Sleepy Hallow Raises Cell Coverage Concerns, Marin Independent Journal, October 26, 2020.

151 RCRC Ruling Comments at 5.

152 UCAN Ruling Comments at 4.
SCE supports a backup power requirement of reduced duration – less than 72 hours – arguing there are other resiliency strategies that may be reasonably deployed to maintain service.\textsuperscript{153}

Charter asserts that reducing the duration of the backup power requirement in D.20-07-011—\textit{e.g.}, to 24 hours rather than 72—would be less practically unreasonable.\textsuperscript{154} Yet Charter asserts that such a requirement would still present many of the same legal and practical barriers as the 72-hour backup power requirement.\textsuperscript{155}

Cox argues that the Commission should not adopt 72 hours as a time requirement for backup power because it is not feasible given the sheer number of power supplies in the wireline network and location of power supplies, which can be deep in residential neighborhoods.\textsuperscript{156}

TURN\textsuperscript{157} and Cal Advocates support 72 hours as a reasonable backup power time duration.\textsuperscript{158} Cal Advocates supports applying the same requirements of D.20-07-011 onto the wireline providers.\textsuperscript{159}

AT&T does not support a 72-hour backup power requirement on all wireline services. AT&T argues that such a requirement is unnecessary, excessively burdensome, and impracticable.\textsuperscript{160}

\textsuperscript{153} SCE Ruling Comments at 7.
\textsuperscript{154} Charter Ruling Comments at 2.
\textsuperscript{155} Id.
\textsuperscript{156} Cox Ruling Comments at 4-5.
\textsuperscript{157} TURN Ruling Comments at 5.
\textsuperscript{158} Cal Advocates Ruling Comments at 2.
\textsuperscript{159} Id.
\textsuperscript{160} AT&T Ruling Comments at 5.
Comcast argues that a 72-hour time requirement for backup power for wireline providers is arbitrary, overbroad in scope, impracticable, unsafe and unhealthy for consumers and communities, does more harm than good, and would ultimately be ineffective and legally impermissible. 161 Comcast asserts the challenges to install 72 hours of backup power are far larger than for wireless providers. 162

CA Water Association supports a 72-hour time duration for a wireline backup power requirement because water service providers have been subject to power outages that last longer than 72 hours during a grid outage event. 163 CA Water Association argues that the Commission should not adopt a reduced time duration for wireline providers. 164

5.4.4. 72 Hours of Backup Power, with Flexible Procurement and Deployment, is a Reasonable Duration of Time to Fulfill the Backup Power Requirement

Section 451 requires us to exercise our authority so that customers receive safe and reliable service at just and reasonable rates. As we have seen, wireline service plays an essential role in the delivery of public safety services, particularly access to 9-1-1.

Duration of Backup Power Requirement: The Proposal recommends that all wireline providers have on-site, emergency backup power to support all essential communications equipment to maintain minimum service of 72 hours immediately following an electric grid outage event.

161 Comcast Ruling Comments at 8.
162 Id.
163 CA Water Association at 2.
164 Id.
Generally, the wireline providers oppose this requirement while consumer groups and local governments support such a requirement. We discuss their positions below, but we first note that, we believe it is reasonable to adopt a 72-hour backup requirement for the wireline providers’ facilities located in Tier 2 and Tier 3 High Fire Threat Districts. We must ensure that California’s wireline customers have access to communications services during disasters or power outages, can receive emergency alerts and notifications, and access the internet for critical information during times of crisis.

Ensuring the ability to maintain service is central to our statutory duty to ensure safe and reliable service.\(^{165}\) We direct the wireline providers to have emergency backup power for a minimum of 72 hours in Tier 2 and Tier 3 High Fire Threat Districts – as discussed below - immediately following an electric grid outage to support all essential communications equipment and minimum service levels for the public.

72 hours of backup power immediately following a disaster or de-energization event for the wireline providers’ networks is sufficient to meet public need. The public has an expectation that they will hear a dial tone on their devices, receive emergency alerts and notifications, and have access to critical information during an emergency – especially when the power is out. To be sure, Californians are relying on wireline networks that support voice and internet service to attend school through distance learning, conduct work-from-home, take telehealth appointments, and for public safety during emergencies. During the Covid-19 pandemic, the reliance on internet connection has intensified. Additionally, we found in D.20-07-011 that 80 percent of all calls to

\(^{165}\) See Section 451.
9-1-1 during the 2017 and 2018 wildfires came from wireless devices;\textsuperscript{166} therefore, the remaining 20 percent came from wireline networks. This is still a significant number of emergency calls originating from the wireline network. Leaving these Californians without any communications service during an extended outage or wildfire is unacceptable.

We agree with Cal Advocates that wireline outages were widespread and significant during 2019. On October 28, 2019, over 400,000 wireline subscribers in California lost their communication service.\textsuperscript{167} Cal Advocates states that the FCC Disaster Information Reporting System found that “cable and wireline companies reported 454,722 (up from 393,735) subscribers out of service due to the power shutoffs; this may include the loss of telephone, television, and/or internet service.”\textsuperscript{168} 72 hours of backup power is needed because the wireline providers are not, on their own, ensuring their networks are operating during a power outage to support the community’s continuity of services.

Further, as Cal Advocates points out, this backup power standard is not new to wireline providers, as wireline networks that serve Public Safety Answering Points are required by the FCC to have backup power.\textsuperscript{169} Specifically, if a “central office hosts a selective router,” 72 hours of backup power is required.\textsuperscript{170} This requirement was adopted to maintain the resiliency and reliability of the 9-1-1 system.

\textsuperscript{166} D.20-07-011 Finding of Fact 4 at 123.
\textsuperscript{167} Cal Advocates Ruling Comments at 4.
\textsuperscript{168} Id. at 4-5.
\textsuperscript{169} Id.
\textsuperscript{170} Id.
Cal Advocates persuasively demonstrates on record that Comcast and Frontier were not prepared during the 2019 PSPS events. Cal Advocates reports that Comcast lost power at several facilities resulting in service outages that affected a disproportionate number of facilities.\textsuperscript{171} Cal Advocates also reports that a significant number of Frontier’s remote terminals do not have generators for backup power and are thus, unable to maintain service for 72 hours or any other amount of time in the event of a power outage.\textsuperscript{172}

Further, the Commission has reviewed the backup power currently deployed at wireline facilities in Tier 2 and Tier 3 High Fire Threat Districts. Our analysis had identified approximately 26,343 wireline-related facilities located in Tier 2 and 3 High Fire Threat Districts. Approximately 97 percent of wireline facilities (\textit{i.e.}, central offices, headends, hubs, and nodes) in Tier 2 and 3 High Fire Threat Districts have some amount of backup power, with the remaining three percent of facilities either not needing battery back-up power or where the provider lacks information about the duration of battery backup power. For locations with battery backup power, approximately 69 percent of the facilities located in Tier 2 and 3 High Fire Threat Districts have up to 24 hours of backup power, while approximately 31 percent of the facilities have 25 hours of battery backup power or more.

\textsuperscript{171} \textit{Id.} at 6-7.

\textsuperscript{172} \textit{Id.} at 6-7.
Table 1: Availability of Backup Power Using Batteries for Wireline Service
Providers' Facilities in Tier 2 and 3 High Fire Threat Districts

<table>
<thead>
<tr>
<th>Type of facility</th>
<th>Total # of facilities</th>
<th># of Facilities with Specified Length of Battery Backup Power</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Any Amount</td>
</tr>
<tr>
<td>Central Offices</td>
<td>2,676</td>
<td>2,676</td>
</tr>
<tr>
<td>Headends</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Hubs</td>
<td>362</td>
<td>362</td>
</tr>
<tr>
<td>Nodes*</td>
<td>23,303**</td>
<td>22,693</td>
</tr>
<tr>
<td>Total</td>
<td>26,343</td>
<td>25,733</td>
</tr>
</tbody>
</table>

* Nodes include remote terminals, digital loop carriers (DLCs) and video ready access devices (VRADs).
** There are 208 nodes that providers indicated the backup power amount was unidentified. There are also 402 nodes that providers indicated do not require backup power because they have power from other sources.

Furthermore, as shown in Table 2 below, approximately 97 percent (i.e., 25,449) of facilities located in Tier 2 and 3 High Fire Threat Districts have the capability to be powered by a portable or onsite generator. For the facilities with the capability to handle a generator, about 37 percent have an onsite generator. This data suggests that most of the facilities can support ongoing backup power for several days, in conjunction with battery backup, if needed.

Table 2: Availability of Backup Power Using Generators for Wireline Service
Providers' Facilities in Tier 2 and 3 High Fire Threat Districts

<table>
<thead>
<tr>
<th>Type of Facility</th>
<th>Total Number of Facilities</th>
<th># of Facilities with Specified Backup Power Generators or Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Battery Only, Line-powered or Unknown</td>
</tr>
<tr>
<td>Central Offices</td>
<td>2,676</td>
<td>0</td>
</tr>
<tr>
<td>Headends</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Hubs</td>
<td>362</td>
<td>172</td>
</tr>
<tr>
<td>Nodes*</td>
<td>23,303*</td>
<td>722</td>
</tr>
<tr>
<td>Total</td>
<td>26,343</td>
<td>894</td>
</tr>
</tbody>
</table>

* Nodes include remote terminals, digital loop carriers (DLCs), and video-ready access devices (VRADs).

72 hours of backup power, as a resiliency measure, will support those who are disproportionately affected most by disasters: emergency responders,
frontline personnel, medical personnel, individuals with access and functional needs, and hard to reach customers. In adopting this requirement, we allow the wireline providers flexibility over procurement and management of the power resource. Providers must prioritize investments based on risk of an outage (e.g., facilities impacted by past PSPS events, past outages, customer impact, etc.).

Alternate Proposals for Backup Power Duration Requirement: Various wireline companies present an alternate communication network services resiliency proposal to meet the objectives expressed in the Assigned Commissioner’s Proposal.\(^{173}\)

Generally, these proposals limit the obligation of wireline providers to maintain service for a minimum of 72 hours during an outage to two sets of customers: critical facilities (fire stations, police stations, hospitals, and emergency command and dispatch centers) and wireless carrier customers. This requirement would only apply under the following conditions: (1) the customer’s facility is powered either by its own backup power or via commercial power; (2) the wireline company owns the network components that serve the customer (e.g., not including leased facilities); (3) the wireline company can obtain the necessary access, permits and/or other relevant approvals to install and maintain the equipment, as long as doing so does not present risk of harm to persons or property and is feasible; (4) the wireline company’s facilities have not been damaged and any backup power equipment can be safely accessed by workers for refueling and other maintenance purposes; and (5) for PSPS events, the IOU has provided the mandatory 48 to 72 hour notice to the wireline communications facility operator, consistent with the guidelines adopted in D.19-05-042.

\(^{173}\) CCTA Opening Comments at 12-15.
We decline to adopt the alternate proposal because it is not in the public interest. The public interest dictates that all facilities must receive a reliable level of communications service for facilities in the most vulnerable communities in Tier 2 and 3 High Fire Threat Districts. The five conditions that the alternate proposals recommend are issues for other proceedings, regulatory arenas, or subject to change based on the facts of any given event. Their proposal also limits the applicability of this requirement to “critical facilities.” This is far too limiting, and of little benefit if the broader public is unable to reach these critical services, and these services are unable to reach the public. We find that our requirements will ensure consistency with other Commission efforts to mitigate the impacts of PSPS events and wildfires. Therefore, we require the wireline providers to maintain a minimum level of service for a minimum of 72 hours during an electric grid outage for their facilities in Tier 2 and Tier 3 High Fire Threat Districts.

In consideration of the steep technical barriers presented by the wireline providers to operationalize backup power to all facilities in Tier 2 and Tier 3 High Fire Threat Districts on an expedited timeline, we adopt a bifurcated implementation approach. For the sake of reasonableness, we are persuaded by the wireline providers that they will be more readily able to deploy the necessary infrastructure to maintain service to critical facilities, as well as infrastructure supporting wireless networks on a bifurcated timeline. Therefore, within eight months upon issuance of this decision, the wireline providers shall implement the 72-hour backup power requirement for critical facilities\(^{174}\) as well as facilities providing service to wireless networks across Tier 2 and Tier 3 High Fire Threat Districts.

\(^{174}\) The critical facilities list adopted in D.19-05-042, R.18-12-005.
Districts. Then, within 18 months upon issuance of this decision, wireline providers shall implement the 72-hour backup power requirement for all remaining facilities across Tier 2 and Tier 3 High Fire Threat Districts. We direct the wireline providers to state which facilities provide service to critical facilities in their Communications Resiliency Plans.

Deployment of Backup Power: The Proposal recommends that the wireline providers have on-site emergency backup power to support all essential communications equipment. Many providers expressed concern with this language in the Proposal. They argue that the backup power requirement can, and should be, flexible giving providers complete discretion to manage their networks.

We are mindful that the concerns wireline providers raise regarding timing, siting, permitting, and cost constraints are real barriers to ensuring their networks have the backup power necessary to withstand a disaster or de-energization event. While permanent and durable solutions may take time to build out, the expectation is that providers will begin making interim plans and investments to use portable generation to maintain service in areas subject to outages. Providers must take special care to prioritize investments based on risk of an outage (e.g., facilities impacted by past PSPS events, past outages, customer impact, etc.).

Ideally, every location would have an on-site generator with a zero-emission backup power supply, but that is not reasonably available or feasible given the ever-approaching wildfire season and de-energization events. While we strongly encourage providers to make robust backup power investments immediately, we decline to adopt such a requirement today.
In practice, the backup battery power that most of these sites already have will come online immediately after an outage. More than a third of sites already have a fixed generator that can provide service indefinitely if refueled. For sites without a generator, battery backup power provides the companies with sufficient time to have staff or contractors bring a portable generator to the impacted sites. Additionally, as these companies are provided advanced notice by the IOUs of a PSPS event, they will have more time to pre-position generators. Most sites are already capable of having a generator plugged into them, and just over a third of these sites have fixed generators. The use of portable generation is a feasible strategy as we expect it to be unlikely that every site on an individual network would be down at the same time. We expect companies to increase the number of facilities that have backup battery power and generators. As they do so, we remind and encourage wireline providers of their commitment to procure goods and services from women-owned, minority-owned, disabled veteran-owned and lesbian, gay, bisexual and transgender-owned business enterprises under GO156 and Sections 8281-8286.

We direct the wireline providers to maintain network service through various technological means to ensure that their facilities in Tier 2 and Tier 3 High Fire Threat Districts have 72-hour backup power to serve their customer during wildfires and de-energization and other disaster events. The wireline providers have eight (8) months from the effective date of this decision to implement this requirement for critical facilities as defined in D.19-05-042, facilities providing service to wireless networks, and network equipment located in communities lacking sufficient wireless service coverage across Tier 2 and Tier 3 High Fire Threat Districts. Within 18 months, we direct the wireline providers to implement this requirement for all facilities across Tier 2 and Tier 3 High Fire
Threat Districts. While the initial deadline is a shorter amount of time for implementation than was offered to wireless providers, there is a clear public need to have these requirements in effect ahead of next fire season. Additionally, the wireline providers have been on notice that the Commission would be adopting backup power requirements since March 2020. Further, the extended implementation timeline for all other facilities in Tier 2 and Tier 3 High Fire Threat Districts will enable providers to make these investments over a more reasonable timeframe. Finally, we direct the wireline providers to demonstrate how they will fulfill this obligation by providing supporting documentation, information, and data in their Resiliency Plans, which must be submitted through a Tier 2 Advice Letter six (6) months from the effective date of this decision.

5.4.5. Parties Positions: Service Level for Backup Power Requirement

RCRC supports adopting the same minimum service level requirements for the wireline providers as the Commission did for the wireless providers in D.20-07-011.\textsuperscript{175} RCRC also argues that requirements for system resiliency mean nothing without minimum service levels.\textsuperscript{176}

SCE does not support a one-size-fits-all approach and instead, recommends that we not apply the requirements of D.20-07-011 for minimum service to the wireline providers.\textsuperscript{177} Similarly, Charter also argues that we should not apply the minimum service level requirements from D.20-07-011 to wireline

\textsuperscript{175} RCRC Ruling Comments at 6.
\textsuperscript{176} Id.
\textsuperscript{177} SCE Ruling Comments at 9.
providers because of the practical barriers, including siting and permitting obstacles, community objections, safety risks, and pollution.\footnote{Charter Ruling Comments at 2.}

\textit{T\textsc{urn}}\footnote{\textit{T\textsc{urn}} Ruling Comments; Public Declaration of Afflerbach at 9.} and Cal Advocates support applying the same service level coverage requirements for wireline providers as required by the wireless providers in D.20-07-011.\footnote{Cal Advocates Ruling Comments at 16.} Cal Advocates assert that vulnerable populations in California, including low income and elderly individuals, are most likely to not have cell phones or smartphones and may be more likely to be reliant on wireline communication networks.\footnote{\textit{Id.}}

\textit{A\textsc{t\&t}} generally supports D.20-07-011 definition of minimum service levels but requests that the definition be revised to acknowledge that the only emergency alerts and notifications that can be received over traditional telephone service or VoIP service are automated alert phone calls.\footnote{\textit{AT\&T} Ruling Comments at 13.}

\textit{C\textsc{ox}} argues the Commission should not apply the minimum service level coverage requirement from D.20-07-011.\footnote{\textit{C\textsc{ox}} Ruling Comments at 9-10.} Instead, Cox urges the Commission to adopt a narrowly tailored minimum service level requirement to serve emergency and critical facility customers.\footnote{\textit{Id.}}

\footnotetext[178]{Charter Ruling Comments at 2.}
\footnotetext[179]{\textit{T\textsc{urn}} Ruling Comments; Public Declaration of Afflerbach at 9.}
\footnotetext[180]{Cal Advocates Ruling Comments at 16.}
\footnotetext[181]{\textit{Id.}}
\footnotetext[182]{\textit{AT\&T} Ruling Comments at 13.}
\footnotetext[183]{\textit{C\textsc{ox}} Ruling Comments at 9-10.}
\footnotetext[184]{\textit{Id.}}
Comcast asserts that it would not be practical—or even possible—for Comcast or other wireline providers to maintain any minimum level of “coverage” throughout communities affected by disasters or PSPS events.\textsuperscript{185} CA Water Association states that maintenance of wireline networks is a necessity for maintaining critical water and wastewater services for communities because wireline networks maintain the communications (phone, e-mail, and social media) between water agencies and customers.\textsuperscript{186} CA Water Association also asserts that the public benefit, of requiring wireline providers to maintain networks and in doing so maintain connectivity for water agencies, is safeguarding access to water for customers throughout a crisis by enabling critical infrastructure providers the ability to continue performing their core functions.\textsuperscript{187}

5.4.6. **Maintaining a Minimum Level of Service is Critical for the Public and Emergency Personnel During Disasters and PSPS Events**

The Proposal suggests that customers should be able to access 9-1-1, to receive emergency notifications and to access the internet for 100 percent of customers in the event of a power failure. This position is supported by consumer advocates and local governments. We agree with RCRC, that the loss of internet service during a de-energization can have devastating results and cascading effects, since many notifications sent via text message contain links to websites where consumers can access more information about the outage or emergency.

\textsuperscript{185} Comcast Ruling Comments at 15-16.

\textsuperscript{186} CA Water Association at 3.

\textsuperscript{187} \textit{Id.}
Customers and first responders have a reasonable expectation that they will have communication services, receive emergency alerts and notifications, and can access the internet for critical information during an emergency, disaster, or when the power is out. We find it reasonable to adopt a rule that requires the wireline providers to ensure customers and first responders have access to minimum service levels and coverage. For the purpose of this decision, we emphasize that we are not mandating where or how carriers should offer service, nor do we address the pricing or availability of any service currently offered. The purpose of this rule is to ensure that customers, who are paying for service, continue to receive a minimum level of service in an emergency. Minimum service levels include the following: (1) 9-1-1 service; (2) 2-1-1; (3) the ability to receive emergency alerts and notifications; and (4) basic internet browsing during a disaster or commercial power outage.

This rule is applied to Tier 2 and Tier 3 High Fire Threat Districts to focus efforts and investments on the communities that are most at risk. While these districts are being prioritized in today’s decision, the Commission may review whether this narrow requirement provides sufficient protection to all Californians impacted by wildfires, disasters, and PSPS events during a later phase of this proceeding.

There are certain disasters where it will be impossible to maintain service, including during extended power outages. We recognize that networks will likely be degraded, especially as providers determine that some sites that are used for capacity will not be maintained during an outage. Nonetheless, it is appropriate to require providers to maintain a minimum level of service and coverage to keep customers connected during critical times of peril. Ensuring continuity of communications service is of vital importance to the reliability of
9-1-1 communications. Our action here favors preservation of life, security, reliability, and safety.

5.4.7. Parties Positions: Backup Power at Customer Premises

The wireline providers argue that a backup power requirement for communications networks will be of limited utility if customers do not have backup power at the customer premises. As the wireline providers explain, [C]ustomer premises equipment—including VoIP equipment, cable modems, Wi-Fi routers, cordless phones, desktop computers, and other devices—necessary to access 9-1-1, web browsing, and other capabilities listed in the Proposal requires power in each customer’s home. Proponents of the backup power mandate do not explain how the massive, cost-prohibitive reengineering required to maintain power throughout a cable network for 72-hours would make any difference to many millions of residential customers who lose power during disasters or [PSPS] events and do not have their own home backup power equipment.

With respect to the FCC regulations that require wireline providers to offer a 24-hour backup battery for VoIP services, Comcast asserts that only a very small—and decreasing—number of voice customers are interested in obtaining backup batteries.

Joint Consumer Advocates argue that the limited access to backup power in customers’ homes does not undermine the need for wireline backup power; but does indicate the need for the Commission to revisit requirements for battery backup power in the customer premises, in addition to network backup power requirements.

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188 Charter July Ruling Opening Comments at 10.
189 Comcast July Ruling Comments at 19.
190 Comcast July Ruling Comments at 42.
191 Joint Consumer Advocates July Ruling Opening Comments at 20-23.
The Small LECs explain that many of their companies are offering services that are “line-powered” and thus do not necessarily need backup power at the customer premises to provide service. For the services that are not line-powered, Small LECs point out that customers have the option to obtain battery backup units from sources other than wireline providers, and, consequently, there may be a greater percentage of subscribers who have backup power in place.\textsuperscript{192}

5.4.8. \textbf{Generation at Customer Premises is a Vital Component of Overall Communications Resiliency and Must be Expanded}

For those networks that offer “line-powered” voice services, such as the Small LECs, the need for customer backup power is limited so long as the customer has a handset that does not need its own source of power.

While provider data indicates that customer uptake of this equipment appears limited, there are mitigating factors that must be considered. The FCC’s customer premises equipment requirement and associated customer education, and outreach requirements are limited to facilities-based VoIP services. The specific requirement to offer a battery supply that lasts 24-hours took effect in 2019. Joint Consumer Advocates express concern that there may be deficiencies in how providers educate their customers about this option and the associated benefits. Additionally, if customers that have taken the precautions to maintain backup power are still not able to make and receive calls because wireline providers fail to maintain sufficient backup power on their side of the network, this would make consumer efforts futile and have a chilling effect on subscriber adoption of backup batteries.

\textsuperscript{192} Small LECs July ruling Reply Comments at 7-8.
It is important to reiterate that the requirements adopted today apply to facilities in Tier 2 and 3 High Fire Threat Districts. These customers will be more than likely to have been de-energized, impacted by a wildfire, or been in a suggested or mandatory evacuation zone. These communities will be more than likely to have taken measures to ensure their own safety and communications service resiliency through procuring their own sources of backup power, such as a generator for their entire home or business. Generators ensure service – not just for communications – but for lighting, air-conditioning, heating, refrigeration, medical equipment, and other modern conveniences.

This Commission has taken steps to support and encourage such investments. The Self Generation Incentive Program (SGIP) provides subsidies for Californians to install distributed generation and energy storage in residences. D.19-09-027 authorized the collection of $100 million for SGIP’s equity resiliency budget, which provides subsidies for vulnerable customers in High Fire Threat Districts. SGIP’s equity resiliency budget has been available to customers since May 2020 and has already seen nearly 4,500 applicants.193 This increases the number of consumers that will have backup power at their home.

There is no clear way to estimate how many Californians have generators at their homes to maintain power during an outage. However, what is clear is that there has been a significant increase in the number of generators that have been purchased, as indicated by Cal Advocates, individual generator companies estimated that they were seeing between a 400 percent and 1,400 percent increase in interest before the October 2019 PSPS events.194 After the 2019 PSPS events,

193 Cal Advocates Ruling Opening Comments at 18.
194 Id.
Generac, a company that accounts for “about 75 percent of the home standby generator market... [had] sales three times higher” than the previous year.\textsuperscript{195}

Wireline providers make a key point, that customer premises equipment—including VoIP equipment, cable modems, Wi-Fi routers, cordless phones, desktop computers—requires separate backup power to provide communications service during an outage. This does not foreclose on the obligation wireline providers have to maintain service on their end of the network, as there are multiple strategies that consumers use to maintain backup power. Thus, it is reasonable for the Commission to require wireline providers to maintain backup power, as detailed above. The Commission must also continue to improve consumer education about the need for backup power and increase access to consumer backup generation. As such, the annual customer education notifications required as a component of the Emergency Operation Plans discussed in Section 5.9 shall include customer education on the need for backup battery or generator power at the customer premises. This information will be provided in accordance with Decision 10-01-026, \textit{Decision Adopting Guidelines for Customer Education Programs Regarding Backup Power Systems Pursuant to Assembly Bill 2393}. The annual notification required here shall be coordinated with or in addition to the requirements of Decision 10-01-026.

\textbf{5.5. Identifying Areas Without Sufficient Wireless Coverage}

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings,\textsuperscript{196} we sought

\textsuperscript{195}Id.

comment to help form rules to support areas without sufficient wireless coverage to ensure that Californians and first responders have continuity of service and access to 9-1-1, emergency alerts, and notifications during disasters or electric grid power outages.

5.5.1. Parties’ Positions: Areas Without Sufficient Wireless Coverage

AT&T proposes that if wireless companies verify that a community does not have wireless coverage, and the electric company gives AT&T 30-days’ notice that a power shutoff will occur, AT&T will then prioritize deploying portable generators to the facilities serving that area.\textsuperscript{197}

Charter and Comcast argue that the Commission should only impose backup power requirements on carriers of last resort (COLRs) – such as AT&T and Frontier – in communities without sufficient wireless coverage.\textsuperscript{198}

Comcast points out that wireless networks change as infrastructure buildout and deployment of different spectrum bands with different propagation characteristics continue in unserved areas.\textsuperscript{199}

Charter says it does not have granular data on wireless service availability and suggests the Commission should consult with, or impose reporting obligations on, facilities-based wireless providers to obtain this information.\textsuperscript{200}

While Cal Advocates believes all wireline networks should be obligated to maintain service for a minimum of 72-hours throughout the state, they find it is reasonable to be concerned about communities with limited wireless coverage.

\textsuperscript{197} AT&T July Ruling Comments at 31-32.

\textsuperscript{198} Comcast Ruling Comments at 40 and Charter Ruling Comments at 26.

\textsuperscript{199} Comcast Ruling Comments at 38.

\textsuperscript{200} Charter Ruling Comments at 26-27.
They also used the Commission’s CalSPEED maps to estimate that over 200,000 Californians live in areas with limited wireless coverage served by only one wireless service provider or none at all.\textsuperscript{201} 

5.5.2. **Special Care Must Be Provided to Communities with Limited Communications Network Redundancy**

RCRC indicates that there are long-term telecommunication reliability challenges in rural communities because many residents in these areas have to rely on wireline services due to a lack of access to wireless services. RCRC states that the community of Bonny Doon, Santa Cruz County, is illustrative of this problem. This community of 2,600 has little cell phone coverage, and many residents rely on wireline services that do not work when power is lost, leaving many residents without communications capabilities.

We agree that special care must be provided to communities with limited communications network redundancy. For communities without cell coverage, wireline service is of critical importance; it is the only lifeline for these communities to reach the outside world and otherwise receive notifications of incoming disasters. Requiring facilities-based wireline providers to maintain a minimum level of service for 72 hours during an electric grid outage will provide essential protections for communities that lack robust wireless coverage.

We disagree with AT&T’s demand of 30-day notice. After four years of major disasters, expecting that disasters can be planned for with 30-days’ advanced notice has little basis in reality.

Similarly, expecting that only COLRs will maintain networks that will maintain service through an outage – as suggested by Comcast and

\textsuperscript{201} Cal Advocates Ruling Comments at 29-32.
Charter – reflects poorly on the state of competition in the communications marketplace. This creates an uneven playing field that only serves to hurt customers. Competition must not make our communications network less safe. Providers cannot engage in a race to the bottom: to provide the cheapest and least reliable service possible. The requirements we adopt today safeguard against the perils of a deregulated communications marketplace by ensuring a minimum level of service for those communities with the fewest alternatives. As discussed further above, this ensures the public’s safety.

Finally, we direct the wireline providers to maintain service in areas lacking sufficient wireless coverage across Tier 2 and Tier 3 High Fire Threat Districts for a minimum of 72-hours. The wireline providers have eight (8) months from the effective date of this decision to implement this requirement. The Communications Division will publish a map of areas in the state within Tier 2 and Tier 3 High Fire Threat Districts that do not have sufficient wireless coverage from at least one or fewer facilities-based wireless providers. This map will be published within 30 days of the effective date of this decision on the Commission’s website. Notice of its publication will be provided, as a courtesy, to the service list of R.18-03-011. Providers shall also indicate the facilities that provide service to these areas in their Communications Resiliency Plans.

5.6. Communications Resiliency Plans

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings,202 we sought comment on the Proposal’s requirement to file backup power plans (Resiliency

Plans) with the Commission six months from the effective date of a decision in this proceeding. The Proposal recommends that in this filing, the wireline providers will demonstrate their preparedness to the Commission to ensure 9-1-1 service, the ability to receive emergency notifications, and Internet access for 100 percent of customers in the event of an electric grid power outage. We discuss the parties’ positions below.

5.6.1. Parties’ Positions

UCAN states the Commission should impose the same requirement that providers submit a Resiliency Plan via a Tier 2 Advice Letter within six months of the effective date of the decision.\footnote{UCAN Ruling Comments at 4.}

SCE believes that resiliency requirements are not needed for CLECs that provide wireline services but argues that submittal of high-level plans with strategies based on the class of location is feasible but specific locations of critical SCE facilities and customer locations are confidential under federal law.\footnote{SCE Ruling Comments 12-13.}

Charter argues that we should not require resiliency plans as Tier 2 advice letters.\footnote{Charter Ruling Comments at 17-18.} Primarily, Charter asserts that the submittal of the Resiliency Plans will delay the process of enhancing resiliency and, the public nature of the Tier 2 advice letter process burdens providers who must maintain the confidentiality of the extremely sensitive information contained within the Resiliency Plan.\footnote{Id.}

Cal Advocates contends that the wireline providers should submit annual Resiliency Plans that meet all requirements outlined in Ordering Paragraph 1 of
D.20-07-011, as wireless providers are required to do.\textsuperscript{207} Cal Advocates also argues that the wireline providers should submit this information within three months after the adoption of the decision (rather than six months) in time for this year’s fire season peak as this information may mitigate the communication issues that occurred during the PSPS events last fall and should not wait.\textsuperscript{208}

AT&T states it does not object to filing a Resiliency Plan but recommends the filing be information only rather than a Tier 2 advice letter.\textsuperscript{209} Cox also recommends that the Resiliency Plans as information only plans and not Tier 2 advice letters.\textsuperscript{210}

Comcast also does not object to filing the Resiliency Plans but states that the Resiliency Plans should not be prescriptive.\textsuperscript{211} Comcast also argues that roaming agreements, mobile cell sites, and temporary wireless facilities are not applicable to the wireline providers. Comcast requests that we make clear that the wireline providers can request confidential treatment for appropriate details of their Resiliency Plans pursuant to Section 583, General Order 66-D, and the California Public Records Act.\textsuperscript{212}

\textsuperscript{207} Cal Advocates Ruling Comments at 20.
\textsuperscript{208} Id.
\textsuperscript{209} AT&T Ruling Comments at 20.
\textsuperscript{210} Cox Ruling Comments at 12.
\textsuperscript{211} Comments Ruling Comments at 23.
\textsuperscript{212} Comcast Ruling Comments at 23-26.
Joint Consumers and CWA recommend that the filing of Resiliency Plans be adopted with modification.\textsuperscript{213} Joint Consumers and CWA recommend that the Communications Resiliency Plans address route diversity and backhaul.\textsuperscript{214}

\textbf{5.6.2. Wireline Providers Shall File a Communications Resiliency Plan That Describes Their Ability to Maintain Minimum Service During a Disaster or Power Outage}

The Proposal recommends that the wireline providers file a plan with the Commission six months from the effective date of a decision in this proceeding that describes their ability to maintain minimum service coverage for 100 percent of customers, in the event of an electric grid outage. The Proposal also recommends that the plans include, but not be limited to, the following informational elements:

- Detailed PSPS and grid outage response plans;
- Facilities with and without battery backup, fixed generation, and mobile generator hookups;
- The number of mobile generators and refueling trucks and specify which are stationed in California;
- Identify the ability to replace damaged facilities, including logical and physical network route diversity and temporary facilities (e.g., mobile cell sites and temporary microwave backhaul);
- Identify employees dedicated to refueling and vendors including company and contract agreement;
- Identify the ability to support near real time reporting on system outages as required by Commission rules, CalOES regulations and California Government Code;
- Provide copies of refueling schedules;

\textsuperscript{213} Joint Consumers Ruling Comment at 16.

\textsuperscript{214} Id.
• Provide copies of roaming agreement; and.
• Provide copies of cooperative agreements to pool resources with other providers.

The question presented to the Commission is whether to adopt such a requirement, and whether the elements for such a requirement, listed above, are reasonable.

The wireline providers generally do not oppose the adoption of this requirement and the consumer advocates agree that this requirement should be adopted since the wireless providers are required to submit such a filing pursuant to D.20-07-011.

We adopt the Proposal’s recommendation to mandate such a requirement. In the context of wireline resiliency, we are also convinced that achieving resiliency requires more than a plan for backup power alone. Consequently, the wireline providers shall submit to the Commission a Communications Resiliency Plan (Resiliency Plan). Below, we discuss our reasoning for this requirement and then we turn to the elements the wireline providers shall include in their Resiliency Plans.

Foundationally, we seek two outcomes from wireline providers’ Resiliency Plans: (1) collaboration between the Commission, emergency responders at every level of government, and the wireline providers to meet future challenges; and (2) demonstration of each wireline provider’s ability to maintain service during disasters and outages. The Resiliency Plan will help prepare the Commission and California’s wireline providers to face emerging challenges and implement key learnings as conditions change, and as we observe response efficacy and effectiveness in real-time.
The Resiliency Plans should advance strategic planning about risks of disasters and service outages of the future. The Resiliency Plans will help us evolve our approaches to plan for uncertainty, avoid surprises, promote information sharing between the wireline providers and the Commission, and operate more effectively with increasingly severe wildfires and electric grid outages.

Next, we address some of the wireline providers’ arguments against the proposed elements of the Resiliency Plan. For its part, while not objecting to the filing of the Resiliency Plan, Comcast contends that we should not be prescriptive as to micro-manage communications providers’ service continuity efforts and divert sources away from network operations. As stated in D.20-07-011, the intent and the elements of the Resiliency Plan are not an effort by the Commission to micromanage the wireline providers’ operations, but rather, to instill accountability. The Resiliency Plan’s elements shall serve as a guidepost to understand the wireline providers’ networks as they are impacted by future disasters, plausible future operating conditions, challenges, and opportunities, and will identify what resiliency and preparedness management strategies are necessary to maintain a minimum level of service during disasters and electric grid outages in the future.

The Resiliency Plan, as adopted in D.20-07-011, sets forth a flexible structure for the providers to determine how best to maintain service. To repeat, the Resiliency Plan does not suggest imposing specific requirements on how providers maintain service. By and large, we recognize that communications networks are complex, diverse, and there may not be a "one size fits all"

\[\text{215} \, \text{Comcast Ruling Comments at 23.}\]
approach to ensuring service resiliency. However, by applying the elements of the Resiliency Plan, it is possible to achieve overall resiliency.

The Resiliency Plan and its required elements, specified below, establish a minimum standard, with appropriate specificity. This will assure the Commission and emergency responders at all levels of government that the wireline providers transparently and thoughtfully plan for wildfire and de-energization adversity in advance to protect the public health, safety, and welfare of California.

We note the concerns of some of our wireline providers regarding confidentiality and the consideration they ask us to give about having the Resiliency Plan filed as an information-only filing rather than a Tier 2 advice letter filing. Both SCE\textsuperscript{216} and Comcast\textsuperscript{217} contend that the Resiliency Plan contains confidential and highly sensitive information that is protected by federal law and would raise serious competitive and public safety concerns if disclosed. Comcast requests that we make clear that the wireline providers can request confidential treatment for appropriate details of their Resiliency Plans pursuant to Section 583, General Order 66-D and the California Public Records Act.\textsuperscript{218} And for their parts, AT&T\textsuperscript{219} and Cox\textsuperscript{220} recommend that the Resiliency Plans be filed as information only filing. We agree with SCE that the identification of employees who are dedicated to refueling may be unnecessary.

\begin{footnotesize}
\begin{itemize}
\item \textsuperscript{216} SCE Ruling Comments 12-13
\item \textsuperscript{217} Comcast Ruling Comments at 23-26.
\item \textsuperscript{218} Comcast Ruling Comments at 23-26.
\item \textsuperscript{219} AT&T Ruling Comments at 20.
\item \textsuperscript{220} Cox Ruling Comments at 12.
\end{itemize}
\end{footnotesize}
Instead, we direct the wireline providers to state the title of the manager in charge and the number of employees responsible for refueling.

We disagree that the wireline provider’s Resiliency Plans should be an information-only filing. Part of our intent with requiring the submittal of the Resiliency Plan is to promote engagement and partnership on resiliency matters between the wireline providers and the Commission. An information-only filing is too passive of a scrutiny level needed to meet this moment. Therefore, we decline to adopt this requirement as an information-only filing and require a Tier 2 advice letter filing.

In D.20-07-011, we stated we had a significant concern with the wireless providers’ alleged non-compliance with California Air Resources Board (CARB) standards\(^{221}\) during their deployment of diesel generation. Consistent with D.20-07-011, we direct the wireline providers to also comply with CARB’s rules going forward when deploying diesel generation.

Wireline providers can request confidential treatment for appropriate details of their Resiliency Plans pursuant to Section 583, General Order 66-D and the California Public Records Act (CPRA).\(^{222}\) We remind wireline providers to limit their requests for confidential treatment to cover only the most truly sensitive information. Wireline providers should not request confidential treatment by the Commission of information that they provide to the FCC that is public (i.e., does not receive confidential treatment).\(^{223}\) For example, wireline

\(^{221}\) Communications Workers Ruling Comments at 3-4.

\(^{222}\) Comcast Ruling Comments at 23-26.

\(^{223}\) See, e.g., 47 C.F.R Sections 9.19 (d)(2), which provides: “Confidential treatment. (i) The fact of filing or not filing an annual reliability certification or initial certification and the responses on the face of such certification forms shall not be treated as confidential. (ii) Information submitted with or in addition to such certifications shall be presumed confidential to the extent
providers should not seek confidential treatment for information they are required to provide to new and/or existing subscribers pursuant to 47 C.F.R. 9.20. Wireline providers should also not assert that infrastructure information they provide directly to the Commission is prohibited from disclosure by the Critical Infrastructure Information Act, 6 U.S.C. Section 671, *et seq.*, given the express language to the contrary set forth in 6 U.S.C. Section 673(c).224

Moreover, wireline providers should understand that the public has serious, well-founded concerns with the current inadequacy of telecommunications infrastructure resiliency and has a right to be able to voice comments or concerns about utility resiliency plans as they develop over the next few years. The wireline providers’ provision of reliable and resilient telecommunications services is essential to their physical safety and welfare, and, if the public is to have confidence that carriers are providing such service, and that the Commission is adequately and appropriately developing and

that it consists of descriptions and documentation of alternative measures to mitigate the risks of nonconformance with certification elements, information detailing specific corrective actions taken with respect to certification elements, or supplemental information requested by the Commission or Bureau with respect to the certification.” and 9.20(d) “Subscriber disclosure: (1) The provider of a Covered Service shall disclose to each new subscriber at the point of sale and to all subscribers to a Covered Service annually thereafter: (i) Capability of the service to accept backup power, and if so, the availability of at least one backup power solution available directly from the provider, or after the initiation of service, available from either the provider or a third party. After the obligation to offer for purchase a solution for twenty-four hours of standby backup power becomes effective, providers must disclose this information also for the twenty-four-hour solution; …”

224 6. U.S.C. Section 673(c): “Nothing in this section shall be construed to limit or otherwise affect the ability of a State, local, or Federal Government entity, agency, or authority, or any third party, under applicable law, to obtain critical infrastructure information in a manner not covered by subsection (a), including any information lawfully and properly disclosed generally or broadly to the public and to use such information in any manner permitted by law. For purposes of this section a permissible use of independently obtained information includes the disclosure of such information under section 2302(b)(8) of title 5.” See, e.g. Resolution L-597, at 14-17.
implementing regulations necessary to ensure the provision of such service, the
ability of parties and members of the public to effectively participate in open and
transparent Commission proceedings is essential. Further, public access to
information regarding the reliability and resilience of the services available from
specific carriers at specific locations is essential if members of the public are to be
able to make well-informed choices regarding their wireline providers.

While there will be situations in which the Commission may find that it is
in the interests of the public to withhold information which could, if made
public, potentially be used to harm utility networks and the public, such public
interests in nondisclosure must be balanced against the public’s right to access
most government records as provided in Article 1, § 3 of the California
Constitution, and the CPRA\textsuperscript{225} and the inalienable right to safety provided in
Art.1, Section 1, of the California Constitution.

When submitters of information request confidential treatment based on
Gov. Code Section 6255(a), they “must identify the public interest and not rely
solely on private economic injury.”\textsuperscript{226} As stated in GO 66-D: “A private economic
interest is an inadequate interest to claim in lieu of a public interest.”\textsuperscript{227} The
California Constitution, the CPRA, and Commission policy all favor disclosure of
most government information, and the Commission starts any CPRA “balancing
of public interests” analysis with the assumption that the information should be
disclosed.

The public has an interest in any information relating to “the conduct of
the people’s business.” The Commission must justify any withholding of

\textsuperscript{225} Gov. Code Section 6250 et seq.

\textsuperscript{226} D.17-09-023 at 44.

\textsuperscript{227} GO 66-D, Section 3.2(b), emphasis in original.
information, based on a specific CPRA exemption, or its determination that, on the facts of the particular case, the public interest served by withholding information clearly outweighs the public interest served by disclosure.

Balancing interests involves a degree of judgment, and the outcome may vary over time. For example, where information might well “relate to the conduct of the people’s business,” and thus be subject to the presumption that it should be disclosed, disclosure may at times run counter to other important public interests such as the interest in public safety or personal privacy.\textsuperscript{228} The balancing may require an assessment as to how much light disclosure would shed on an agency’s actions, or the actions of those it regulates, and as to how much harm might come from disclosure.\textsuperscript{229}

The Commission may not delegate to another party the authority to control the disclosure of information that is otherwise subject to disclosure pursuant to Govt. Code Section 6253.3.\textsuperscript{230} Thus, when it comes to a decision regarding whether, on the facts of the particular case, the public interest served by nondisclosure clearly outweighs the public interest that would be served by disclosure, it is the Commission, not information submitters, who are entitled to, and responsible for, exercising its discretion and making determinations under Gov. Code Section 6255(a).

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\textsuperscript{229} Connell v. Superior Court, supra, 56 Cal.App.4th at 613 (“A mere assertion of possible endangerment does not ‘clearly outweigh’ the public interest in access to these records.”, quoting CBS, Inc. v. Block, supra, 42 Cal.3d at 652; accord New York Times, Co. v. Superior Court (1990) 218 Cal.App.3d 1579, 1585.)

\textsuperscript{230} Gov. Code § 6253.3; see also, e.g., Becerra v. Superior Court (2020) 44 Cal. App.4th 897.
Finally, we highlight a key public policy point: the public’s expectations are becoming exceedingly higher and less tolerant of losing service during disasters and outages. The elements required in the Resiliency Plans are by design, aimed to establish a set of minimum standards to preserve continuity of service as wildfires and electric grid outages continue, at least for the foreseeable future. It is critical that the wireline providers collaborate with the Commission as wildfires and outages strain both public and private sector resources while at the same time, public pressure for optimal service performance grows.

In summary, within six (6) months upon the effective date of this decision, the wireline providers shall submit a Communications Resiliency Plan to the Commissions’ Communications Division via a Tier 2 advice letter. These Resiliency Plans shall describe how the wireline provider shall maintain a minimum level of service to preserve access to 9-1-1 and 2-1-1 services, maintain the ability to receive emergency notifications, and access to Internet browsing for emergency notices for their customers in the event of a power failure. Additionally, the wireline providers’ Resiliency Plans shall include, but shall not be limited to, the following:

- Discussion of their ability to maintain a sufficient level of service to maintain access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications and maintain access to Internet browsing for emergency notices immediately following the event of a disaster or power outage, including identifying how they maintain the resiliency of their networks, as defined in Section 5.2 of this decision
- Detailed PSPS and electric grid outage response plans;
- Facilities with and without battery backup, fixed generation, and mobile generator hookups, their location, and the estimated length of time the facilities will operate
during a grid outage with and without refueling at each site;

- The number of mobile generators and refueling trucks and specify which are stationed in California;

- Identify the ability to replace damaged facilities, including logical and physical network route diversity and temporary facilities (e.g., temporary microwave backhaul);

- Identify titles of management and number of personnel dedicated to refueling and vendors including company and contract agreement;

- Identify the ability to support reporting on system outages as required by Commission rules, Cal OES regulations, and California Government Code;

- Detail how backup generators comply with CARB standards;

- Provide refueling schedules;

- Provide cooperative agreements which are used to pool resources with other providers;

- Identify facilities that do not need backup power, are unable to support backup power due to a safety risk, or that is objectively impossible or infeasible to deploy backup power pursuant to Section 5.7.2., and identify the basis for that determination as well as discuss actions being taken by the wireline provider to mitigate service loss resulting from the lack of backup power at those locations;

- Identify investment plans to improve network resiliency pursuant to Section 5.7.2. (e.g., deployment of redundant backhaul, deployment of fixed generators, etc.) and how these investments are prioritized for facilities most at risk (e.g., facilities impacted by past PSPS events, past outages, overall customer impact, etc.); and

- Identify network facilities that support critical facilities pursuant to Section 5.4.4 as well as communities without sufficient wireless coverage pursuant to Section 5.6.2.
We direct the Communications Division to develop standardized reporting templates as well as a submittal schedule for the Communications Resiliency Plans within 60 days from the adoption of this decision. Each wireline provider shall submit an updated Communications Resiliency Plan annually via a Tier 2 Advice Letter that shall include, but not be limited to, all the information included in the initial Communications Resiliency Plan.

5.7. Waivers

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings, we sought comment on the Proposal’s waiver requirement, which would allow wireline providers to submit waivers if they qualify for any of the exemptions enumerated in the Proposal. We discuss the parties’ positions below.

5.7.1. Parties’ Positions

UCAN states there is no need to reinvent the wheel on waivers and so we should apply the same standards to the wireline providers as we do to the wireless providers in D.20-07-011.

SCE argues that: (1) customer sites should not be automatically excluded to comply with federal confidentiality laws; (2) locations that are objectively not feasible include locations that are cost prohibitive, or where landlords are not willing to allow generators or green energy power backups, or government rights and permits cannot be obtained or have onerous add-on requirements.

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232 UCAN Ruling Comments at 5.

233 SCE Ruling Comments at 14.
Charter states that instead of “needlessly multiplying compliance burdens, the Commission should expand the exemption process by which providers can categorically identify facilities for which the backup power obligation would be impossible or infeasible, including where costs outweigh benefits.” Charter also asserts that the process adopted in D.20-07-011 fails to meaningfully resolve fundamental obstacles that emerge as a result of a backup power requirement.

Cal Advocates argues we should adopt a waiver protocol in which wireline providers may file a Tier 2 advice letter seeking a waiver for each facility that does not need or is unable to support backup power to provide access to 9-1-1 and 2-1-1, receive emergency alerts, and access Internet browsing for emergency notifications. Cal Advocates also recommends that waiver requests discuss why power backup cannot be installed, including significant risk to the safety of life or health or specific existing federal, state, tribal or local law.

AT&T recommends the following: (1) providers must be allowed to identify facilities or classes of facilities that do not require backup power to provide the identified level of service; (2) providers must be allowed to identify facilities or classes of facilities where the identified level of backup power would cause significant risk to public safety or would violate the law; and (3) providers should be allowed to identify facilities where the level of backup power is objectively impossible or objectively infeasible to achieve.

\[\text{234 Charter Ruling Comments at 3.} \]
\[\text{235 Id. at 18.} \]
\[\text{236 Cal Advocates Ruling Comments at 20.} \]
\[\text{237 Id. at 21.} \]
\[\text{238 AT&T Ruling Comments at 21-22.} \]
Joint Consumers argue that we should adopt an approach like what was promulgated in D.20-07-011. Cox also argues that wireline providers should not have the opportunity to request a waiver for backup power or backhaul facilities supporting a central office or headend.

Cox supports the application of D.20-07-011 waiver provision categories to wireline providers and suggests a means for best determining whether an event is “objectively impossible” or “objectively infeasible.” Cox also offers recommendations on how to define “objective impossibility.” Cox suggests that we should interpret impossibility and infeasibility broadly enough to take into account the practicability that such scenarios present to allow wireline providers to make the most prudent decisions that prioritize the network resiliency needs of the affected communities. Cox also argues our waiver provisions should accommodate unforeseen circumstances that result in the impossibility, infeasibility, or impracticality of providing 72-hour backup power to certain locations. Finally, Comcast states that similar exemptions adopted in D.20-07-011 should be applied for wireline providers’ facilities or classes of wireline facilities.

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239 TURN Ruling Comments at 5-6.
240 Id.
241 Cox Ruling Comments at 13-14.
242 Id. at 14.
243 Id.
244 Id.
245 Comcast Ruling Comments at 26.
5.7.2. **Wireline Providers Must Identify Facilities that Do Not Need Backup Power, are Unable to Support Backup Power Due to A Safety Risk or are Objectively Impossible or Infeasible to Deploy Backup Power**

We decline to adopt the Proposal’s waiver process as stated. Instead, we direct the wireline providers to identify, in their Resiliency Plan, facilities that do not need backup power, are unable to support backup power due to a safety risk, or are objectively impossible or infeasible to deploy backup power to, and to require a discussion of actions being taken by the wireline providers to mitigate service loss resulting from the lack of backup power at those locations pursuant to this decision.

Despite best efforts, we understand that there may be factors that come into play over which the wireline provider may have very little control. Therefore, we adopt the following components that shall be included in the wireline provider’s Resiliency Plans:

- As a component of their Resiliency Plans, a wireline provider may identify specific facilities or classes of facilities that do not require 72- hours of backup power, or 72- hours for specified facilities, to maintain service to ensure access to 9-1-1 and 2-1-1, as well as the ability to receive notifications and access basic internet browsing for emergency notices for their customers. In identifying these facilities, the provider must include information on the location of the facilities, the type of facility, detail how service will otherwise be maintained to meet the minimum service requirement for the given facilities immediately following the loss of power, and why these facilities are unnecessary to do so; or

- As a component of their Resiliency Plan, a wireline provider may identify specific facilities or classes of facilities that are unable to comply with the requirement for 72-hours of backup power, or 72 hours for specified
facilities, because of significant risk to the safety of life or health; or specific existing federal, state, tribal or local law. In identifying these facilities, the wireline provider must include information on the location of the facilities, the type of facility, and a detailed description of facts supporting the basis of the wireline provider’s claim of preclusion from compliance, including legal citations. In identifying these facilities, the wireline provider must detail the impact to service; or

- As a component of their Resiliency Plan, a wireline provider may identify specific facilities where 72-hours of backup power, or 72 hours for specified facilities, is objectively impossible or objectively infeasible to achieve. In identifying these facilities, the wireline provider must include information on the location of the facilities, the type of facility, and a detailed description of facts supporting the basis of the wireline provider’s claim of preclusion from compliance. In identifying these facilities, the wireline provider must detail the impact to service.

Identification of circumstances described above serve as an indication that the requirement to build additional resiliency into wireline communications networks will take time. We must assess and identify the weaknesses in our communities’ networks so that we may develop solutions that will increase safety.

We direct the wireline providers to discuss the types of investments they are making to enhance resiliency in their Resiliency Plans so that over time, the wireline providers reduce the proportion of facilities that are not resilient. Identifying such investments in their Resiliency Plans, as well as the specific locations and barriers that prevent wireline providers from deploying resiliency in their networks, will guide a data-driven conversation between the State, the wireline providers, and local governments to resolve resiliency issues and support overall, enhanced community resiliency.
5.8. **Clean Generation**

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings,\(^{246}\) we sought comment on the Proposal’s clean generation directive, which require wireline providers to strive to utilize clean energy backup power options as reasonable before using diesel generators to meet the backup power requirement.

5.8.1. **Parties’ Positions**

Many of the wireline providers argue against the Proposal’s renewable procurement requirement for backup power generation. Generally, the wireline providers contend that: (1) renewable generation as a primary backup power source is infeasible because the technology requires more space and is not a reliable backup power resource; and (2) diesel remains the primary fuel resource because there are no existing clean energy solutions that can be deployed at large scale, for backup power purposes. Alternatively, Cal Advocates recommends we should encourage wireline providers to use clean energy for backup generation.\(^{247}\)

5.8.2. **Near-Term Use of Diesel Generation as a Primary Backup Power Resource is Reasonable, but the Wireline Providers Should Explore Pathways to Transition to a Future of Renewable Backup Generation**

The Proposal recommends that the wireline providers use clean energy backup power (*i.e.*, solar, wind, fuel cell, etc.) as much as reasonably practicable, before using diesel generators to meet the backup power and resiliency needs.


\(^{247}\) Cal Advocates at 2.
The Proposal also requires the wireline providers to identify the number and specific types of generators they will use, develop cooperative agreements with other utilities, make clean generation feasible, and identify annual targets for the reduction of fossil fuel generation. At this time, we decline to adopt an approach that might be too prescriptive while the emerging diesel alternative power sources arrive at tested, utility scale broad deployment.

We allow the wireline providers to use fossil fuel generators for backup power in the short-term however, we adopt some of the Proposal’s recommendations with modifications. We direct the wireline providers to discuss what pathways they can explore to transition toward a cleaner backup power generation in their Resiliency Plans. Additionally, we direct the wireline providers to discuss the following topics in their Resiliency Plans: (1) the types of generators the wireline will use in the near-term; (2) identify the number, location, and specific types of generators the wireline providers will use; (3) provide an estimate of the emissions by greenhouse gas (GHG) emitted from prior use, on an annual basis; (4) detail the criteria air pollutant emissions factors; (5) discuss lessons learned from past use of fossil fuel generation as a widespread backup power resiliency strategy; and (6) discuss whether a pathway and/or approximate timeline of if and how the wireline providers anticipate a transition to renewable generation from fossil fuel generation for backup power resiliency.

As we previously stated in D.20-07-011, fossil fuel generation cannot be a long-term resiliency strategy. Large diesel generators – even when localized in select areas – present potential health risks for individuals who live or work near a temporary generation site. In the context of near-term deployment of fossil fuel generation, we are cognizant of this risk and so, we weigh it against the
near-term need for resiliency during the upcoming wildfire season and potential, de-energization events.

We calibrate this balanced near-and long-term approach to ensure minimum continuity of service necessary for public health, safety, welfare, and societal steadiness in times of crises. In this way, we meet a short-term need for backup generation while taking the necessary step toward a sustainable, future strategy that transitions away from fossil fuel to cleaner and safer, renewable backup power generation across our regulated industries.

5.9. Emergency Operations Plans

In the Scoping Memo and Ruling, the Assigned Commissioner’s Ruling, and subsequent Assigned Commissioner and ALJ Rulings, we sought comment on the Proposal’s directive for wireline providers to file emergency operations plans with the Commission, discussing how their operations are prepared to respond to emergencies. We discuss the parties’ positions on this topic, below.

5.9.1. Parties’ Positions

Generally, the parties agree that we should adopt the emergency operations plans – as recommended by the Proposal as well as adopted by D.20-07-011. For example, UCAN asserts that there is no reason to impose different emergency operations planning requirements on wireline providers as those imposed on wireless providers. SCE asserts that wireline locations are confidential and therefore, any report would have to be less detailed for specific

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249 UCAN Ruling Comments at 5.
locations than a similar wireless provider report. Cox too, highlights that the Emergency Operations Plans may contain sensitive information that warrants confidential treatment.

For its part, Charter argues that requiring wireline providers to submit such information increases administrative burdens with little if any public safety benefit. Cal Advocates states it is reasonable to require the wireline providers to submit annually updated emergency operations to meet the same requirements as the wireless providers, as adopted in D.20-07-011. Similarly, TURN also supports the application of this requirement to the wireline providers. RCRC also supports the annual submission of Emergency Operations Plans and agrees that this requirement too, should be applied to the wireline providers just as it is applied to the wireless providers.

AT&T is generally supportive of the Emergency Operations Plans adopted in D.20-07-011 and generally believes the Commission can adopt a similar such requirement for the wireline providers. AT&T recommends that wireline providers have flexibility in providing a map of outages requirements recognizing that notifications to impacted subscribers can only be made if electric utilities give timely notice of PSPS events. Comcast also supports filing the Emergency Operations Plans, subject to our recognition that any formal plan

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250 SCE Ruling Comments at 15.
251 Cox Ruling Comments at 13.
252 Charter Ruling Comments at 21.
253 Cal Advocates Ruling Comments at 22.
254 TURN Ruling Comments at 4.
255 RCRC Ruling Comments at 9.
256 AT&T Ruling Comments at 23-26.
must include flexibility to adapt to rapidly changing facts on the ground. However, it finds that the posting of outage information problematic.\footnote{Comcast Ruling Comments at 27.}

5.9.2. **The Wireline Providers Shall Submit Annual Emergency Operations Plans that Among Other Things, Provide Implementation Procedures to Ensure Substantive Engagement with the Commission and CalOES During Emergencies**

As we have discussed, California has and will continue to face, unprecedented wildfires and power outages as fire weather conditions become increasingly more prevalent and severe due to climate change. As we have also stated, access to reliable communications is essential to the health and safety of all Californians. In consideration of adopting the Proposal’s Emergency Operations Plan requirements, we find it crucial that both the Commission and CalOES have access to as close to real-time information regarding the wireline companies’ infrastructure during PSPS events, especially its resiliency planning and backup power deployment preparedness.

We adopt the Proposal’s requirements and agree with Cal Advocates too, that it is appropriate to adopt the same requirements for the wireline providers as we did for the wireless providers in D.20-07-011. We direct the wireline providers to submit the following information to the Commission’s Communications Division Director, CalOES, and local emergency response managers within their service territory within 60 days of the effective day of this decision, in an information-only filing, that contains the wireline provider’s: (1) emergency operations plan; (2) emergency contact information; (3) emergency preparedness exercise attestation; and (4) public communications plans. In
adopting this requirement, discussed in detail below, we highlight the need for
good-faith and collective engagement between the wireline providers, the
Commission, CalOES, emergency responders from across the government, and
the public. These partnerships are critical to the future of our wildfire and PSPS
emergency management.

**Emergency Operations Plan:** We direct the wireline providers to annually
submit a copy of their emergency operations plan to the Commission’s
Communications Division Director, this email address-
service@cpuc.ca.gov, CalOES, and local emergency response managers
within their service territory. By submitting the emergency operations plan, the
wireline provider agrees that all relevant operating personnel are familiar with
the contents of the emergency operations plan and that operating personnel are
committed to carrying out the plans and the provisions contained therein in the
event of a system-wide or local emergency that arises from natural or manmade
disasters, except to the extent deviations are appropriate under the circumstances
during the course of an emergency. To the extent the Provider makes
substantive changes to its emergency operations plan and, the wireline provider
shall submit a revised plan within 14 days.

**Emergency Contact Information:** Furthermore, we direct each wireline
provider to submit emergency contact information in a form prescribed by the
Communications Division Director and updated at least annually. We direct the
wireline providers to notify the Communications Division Director when any
changes are made to the emergency contact list. We also direct the wireline
providers to provide a list of emergency contact information and provide
personnel that includes individuals who will be able to serve as the State
Operations Center (SOC) liaison and can be present twenty-four (24) hours a day,
seven (7) days per week in the SOC, when requested by CalOES, during emergency response events.

We direct the wireline providers to ensure that the SOC liaisons are trained in emergency response, in accordance with Standardized Emergency Management System (SEMS), have working knowledge of wireline provider operations and business processes, and are informed of the impacts of PSPS events and disasters on the wireline provider’s network. We direct the wireline providers to annually provide their emergency operations plans and emergency contact information to state emergency response organizations and local emergency response organizations within their service territories.

**Emergency Preparedness Exercise:** We also direct each wireline provider to train its operating personnel in the proper procedures for implementing its emergency plan. Each wireline provider shall conduct or participate in an annual emergency preparedness exercise to test its emergency procedures unless it has implemented its emergency procedures in response to an actual event within the last twelve (12) months. Following the annual emergency preparedness exercise, each wireline provider shall assess the effectiveness of the exercise and modify its emergency operations plan as needed.

**Public Communications Plans:** Next, as soon as reasonably possible, at the onset of a disaster or PSPS event, each wireline provider shall post on its website, and update at least daily, a map of outages and service impacts, a description of any outage impacts in the specified areas, and the expected restoration time. This information shall be distributed to impacted customers and shall also be made available to the general public by posting relevant information on the wireline provider’s website and social media accounts, by sharing information with local media, and by providing updates to local and state elected officials.
and public safety stakeholders. We additionally agree with consumer advocates, and further require that providers must follow customer outreach best practices we adopted in D.19-08-025.\textsuperscript{258}

We agree with TURN that it is necessary to provide customers advanced notification about potential impacts. Therefore, we require wireline providers to give customers in Tier 2 and Tier 3 High Fire Threat Districts a general notification about potential impacts to their service that may be caused as a result of wildfire and PSPS events, and require customers update their contact information used to receive emergency and outage notices in advance of fire season each year. In addition, upon receiving notice from an electric utility that a PSPS event will occur, wireline providers must alert the subscribers in the impacted community of service impacts.\textsuperscript{259} For notifications to emergency responders, we defer to Cal OES’s implementation of SB 670.

As discussed in Section 5.4.8, the annual customer education notifications shall include information on the need for backup battery or generator power at the customer premises. This information will be provided in accordance with Decision 10-01-026, \textit{Decision Adopting Guidelines for Customer Education Programs Regarding Backup Power Systems Pursuant to Assembly Bill 2393}. The annual notification required here shall be coordinated with or in addition to the requirements of Decision 10-01-026.

6. Conclusion

This decision adopts comprehensive resiliency requirements for California’s wireline providers. First, this decision defines resiliency, in the

\textsuperscript{258} Cal Advocates at 16.

\textsuperscript{259} TURN at 11.
context of emergency services management by the wireline providers, as the ability to recover from or adjust to adversity or change through a range of strategies. These strategies include but are not limited to: backup power, redundancy, network hardening, temporary facilities, preparedness planning, communication as well as coordination with other with other utilities, emergency responders, and the public. with other utilities, emergency responders, the public and finally, preparedness planning.

Second, this decision adopts a 72-hour backup power requirement for the wireline providers’ facilities in Tier 2 and Tier 3 High Fire Threat Districts that provide service. This ensures minimum service is maintained during disasters or electric grid outages, consistent with our mandates under the California Constitution, the California Public Utilities Code, the Tenth Amendment to the U.S. Constitution, and other applicable law. The wireline providers have eight months from the effective date of this decision to implement this requirement for critical facilities, as defined in D.19-05-042, facilities providing service to wireless networks, and network equipment located in communities lacking sufficient wireless service coverage across Tier 2 and Tier 3 High Fire Threat Districts. Within 18 months, wireline providers shall implement this requirement for all facilities in Tier 2 and Tier 3 High Fire Threat Districts.

Third, this decision requires the wireline providers each to file an annual Communications Resiliency Plan with the Commission that details their ability to maintain service in a disaster or an electric grid outage.

Fourth, the decision permits the near-term use of fossil fuel generation as a primary backup power resource. However, the decision directs the wireline providers to explore ways to transition to renewable generation for backup power.
Finally, this decision directs the wireline providers each to submit annual emergency operations plans. Generally, the emergency operations plans must demonstrate the wireline providers' procedures for responding to a disaster.

7. **Comments on Proposed Decision**

The proposed decision of Commissioner Batjer in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission’s Rules of Practice and Procedure. Comments were filed on January 27, 2021 by: (1) AT&T; (2) Cal Advocates; (3) CCTA; (4) Century Link; (5) Charter; (6) Comcast Phone; (7) Cox; (8) Frontier; (9) Joint Consumers; (10) SCE; and (11) Small LECs. Reply comments were filed on February 1, 2021 by: (1) Cal Advocates; (2) CforAT; (3) Charter; (4) CSAC; (5) CWA; (6) NFCRC; (7) SCE; (8) Small LECs; (9) TURN and Access Humboldt; (10) UCAN; and (11) Verizon.

We have carefully considered the suggested changes proposed by the parties in their comments and their reply comments to this Decision. The suggested changes that we accepted are reflected in the revised version of this Decision.

8. **Assignment of Proceeding**

Marybel Batjer is the assigned Commissioner and Colin Rizzo is the assigned Administrative Law Judge in this proceeding.

**Findings of Fact**

1. The Commission initiated Phase I of this proceeding to adopt an emergency disaster relief program for electrical, natural gas, water and sewer, and communications service providers.

2. As part of Phase I, the Commission adopted D.19-08-025, requiring communications providers to implement an array of customer protections when
the governor of California or the president of the United States declares a state of emergency.

3. In October and November 2019, widespread reports of communications outages across all communications sectors were reported as a result of wildfires and PSPS events.

4. D.19-08-025 found that during declared states of emergency, such as in the 2017, 2018, 2019 wildfires and 2019 PSPS, California’s facilities-based wireline providers’ networks failed, endangering the lives of customers and first responders.

5. Without access to 9-1-1 and the ability to reach first responders, Californians cannot access needed services, be safe, or even function in an emergency.

6. Many individual PSPS events have impacted tens of thousands of customers, with the largest PSPS events taking place on October 9-11 and 26-31, 2019.

7. Resiliency, for purposes of this decision, is the ability to recover from or adjust to adversity or change through an array of strategies including, but not limited to: backup power, redundancy, network hardening, temporary facilities, communication and coordination with other utilities, emergency responders, the public and finally, preparedness planning.

8. Wireline providers that diligently and adeptly utilize resiliency, and its related strategies, demonstrate that they can maintain and restore service for a portion of their customers during a disaster.

9. Mitigating wireline network disruption through resiliency measures minimizes the likelihood that large numbers of wireline customers will be adversely impacted.
10. A power outage is the period during which a generating unit, transmission line, or other facility is out of service.

11. There is a public need to adopt a narrowly tailored and reasonable backup power requirement for wireline providers during disasters or commercial power outages.

12. Because of climate change, wildfires, PSPS events, and/or other disasters will be part of the future with an expected increase in both frequency and severity.

13. Customers and first responders have a reasonable expectation that they will be able to call 9-1-1 and 2-1-1, receive emergency alerts and notifications, and access critical information during an emergency, especially when the power is out.

14. There are certain disasters where it will be impossible to maintain wireline service, including during extended commercial power outages.

15. Without a clear backup power requirement for wireline providers operating in the State of California, the public will be harmed during disasters and commercial grid outage events.

16. Wireline providers will ensure that their facilities in Tier 2 and Tier 3 High Fire Threat Districts have 72 hours of required backup power so that wireline customers have access to communication services, receive emergency alerts and notifications, and access the internet for critical information during an emergency, disaster, or when the power is out.

17. During the Covid-19 pandemic, the reliance on internet connection has intensified.
18. Californians are relying on wireline networks that support voice and internet service to attend school through distance learning, conduct work-from-home, take telehealth appointments, and for public safety during emergencies.

19. Decision 20-07-011 found that 80 percent of all calls to 9-1-1 during the 2017 and 2018 wildfires came from wireless devices; therefore, the remaining 20 percent came from wireline networks.

20. On October 28, 2019, over 400,000 wireline subscribers in California lost service.

21. Federal Communications Commission Disaster Information Reporting System found that cable and wireline companies reported 454,722 subscribers out of service due to the power shutoffs; this may include the loss of telephone, television, and/or internet service.

22. The Commission assessed the backup power currently deployed at wireline facilities in Tier 2 and Tier 3 High Fire Threat Districts and found that approximately 97 percent of wireline facilities have some amount of backup power, while three percent of facilities have no backup power.

23. Comcast and Frontier were not prepared during the 2019 public safety power shut off events.

24. Comcast lost power at several facilities resulting in service outages that affected a disproportionate number of facilities.

25. A significant number of Frontier’s remote terminals do not have generators for backup power and are thus, unable to maintain service for 72 hours or any other amount of time in the event of a power outage.

26. Deployable generators, including mobile generators, that have capacity to provide 72 hours of backup power present less siting, permitting, and cost difficulties than requiring 72 hours of on-site backup power.
27. Minimum service levels and coverage during a disaster or commercial power outage include the following: (1) 9-1-1 service; (2) 2-1-1; (3) the ability to receive emergency alerts and notifications; and (4) basic internet browsing.

28. A required Communications Resiliency Plan will ensure the wireline providers transparently describe to the Commission, their ability to maintain: (a) sufficient level of service and coverage to (a) maintain access to 9-1-1 and 2-1-1; (b) receive emergency notifications; and (c) access internet browsing for emergency notices in the event of a disaster or power outage.

29. The Communications Resiliency Plan will ensure collaboration between the Commission and the wireline providers to meet future challenges and will demonstrate that the wireline providers can maintain and restore service during disasters and outages.

30. The Communications Resiliency Plan will help prepare both the Commission and the wireline providers to face emerging challenges and implement key learnings as conditions change and we observe response efficacy and effectiveness.

31. Using fossil fuel generators for backup power reliability and resiliency in the near term is necessary to ensure minimum continuity of service.

32. Fossil fuel generation as a backup power resource cannot be a long-term resiliency strategy.

33. Minimum continuity of service must be available for the public given the dangers associated with widespread, commercial grid outages, including the potential loss of, or damage to, life, health, property, and essential services.

34. An emergency operations plan demonstrates to the Commission how a wireline provider prepares and plans, organizationally, for a disaster or PSPS event.
Conclusions of Law

1. The Commission has jurisdiction over facilities-based wireline providers, and authority to ensure the reliability of communications networks in emergencies.

2. The State has a duty to ensure the public health and safety of all Californians.

3. The Commission has both the jurisdiction and the authority to require wireline telecommunications carriers, including interconnected voice over internet protocol (VoIP) carriers, to have emergency backup power for a minimum of 72 hours in Tier 2 and Tier 3 High Fire Threat Districts immediately following a commercial grid outage to support all essential communications equipment and minimum service levels for the public.

4. The Commission has plenary authority over public utilities, including during emergencies, pursuant to the California Constitution and the Public Utilities Code.

5. The Commission’s “broad regulatory power over public utilities” derives from Article XII of the State Constitution, which establishes the Commission, and gives it wide-ranging regulatory authority, including but not limited to “the power to … establish rules, hold various types of hearings, award reparation, and establish its own procedures.”

6. The Commission’s authority over public utilities includes oversight over both public utility services and facilities.

7. The Commission has an ongoing responsibility to ensure the reasonableness and sufficiency of utility facilities and may order additions, extensions, repairs, or improvements to, or changes in utility facilities that the Commission finds ought reasonably to be made.
8. Police power authority over matters related to public health and safety is traditionally reserved to the states.

9. The Tenth Amendment to the U.S. Constitution provides that powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

10. The California Constitution and California statutory law designate the Commission as the principal body through which the State exercises its police power in the case of essential utility network services.

11. Public Utilities Code Section 451 gives the Commission broad authority to regulate public utility services and infrastructure as necessary to ensure they are operated in a way that provides for the health and safety of Californians.

12. Police powers have been vested to the Commission by various provisions of the Public Utilities Code, including Sections 451, 584, 701, 761, 768, and 1001.

13. The Commission’s iterations of wired network authority include General Order (GO) 52 (construction and operation of power and communication lines for the prevention or mitigation of inductive interference), GO 95 (overhead electric [and communications] line construction; GO 128 (construction of underground electric supply and communication systems), and GO 159-A (construction of cellular radiotelephone facilities in California).

14. The regulatory measures promulgated in this Decision are consumer safeguards intended to protect the health and safety of utility customers, particularly those encountering wildfires and related public emergencies triggered by historic climate change.

15. The Commission’s authority to adopt backup power rules set forth in this decision does not infringe on the authority the Legislature gave to the Governor
and the California Office of Emergency Services under the California Emergency Services Act.

16. It is reasonable to define resiliency, for purposes of this decision, as the ability to recover from or to adjust to adversity or change through an array of strategies, consistent with Section 5.2.2, including, but not limited to: (a) backup power; (b) redundancy; (c) network hardening; (d) temporary facilities; (e) communication and coordination with other utilities, emergency responders, and the public; and (f) preparedness planning.

17. It is reasonable to define an outage, as discussed in Section 5.3.2 of this decision, in accordance with the California Office of Emergency Service’s definition of an outage pursuant to Section 53122 of the California Government Code, to better assure consistency across agencies, and to reduce both costs and confusion in adhering to inconsistent regulatory mandates.

18. It is reasonable for the wireline providers to maintain service through various technological means to ensure that their facilities in Tier 2 and Tier 3 High Fire Threat Districts have 72-hour backup power to serve customers in during the upcoming wildfire season and de-energization events.

19. It is reasonable for the Commission to review whether this narrow requirement provides sufficient protection to all Californians impacted by wildfires, disasters and PSPS events later in this proceeding.

20. It is reasonable for the wireline providers to have eight months from the effective date of this decision to implement the 72-hour backup power requirement across Tier 2 and Tier 3 High Fire Threat Districts, for: (a) critical facilities, as defined in D.19-05-042; (b) facilities providing service to wireless networks; and (c) network equipment located in communities lacking sufficient wireless service coverage.
21. It is reasonable to require the wireline providers to implement the 72-hour backup power requirement for all remaining facilities across Tier 2 and 3 High Fire Threat Districts within 18 months upon the effective date of this decision.

22. It is reasonable to define minimum service levels and coverage as including: (1) 9-1-1 service; (2) 2-1-1; (3) the ability to receive emergency alerts and notifications; and (4) basic internet browsing during a disaster or commercial power outage.

23. It is reasonable to require each wireline provider to submit a Communications Resiliency Plan via a Tier 2 Advice Letter within 6 months from the effective date of this decision.

24. It is reasonable to require the Communications Resiliency Plan to include the requirements of Section 5.6.2 of this decision.

25. It is reasonable to allow the wireline providers to identify, in their Communications Resiliency Plans, facilities that do not need backup power, are unable to support backup power due to a safety risk, or are unable to support backup power because the conditions make it impossible or infeasible to deploy backup power, and to identify the basis for that determination, as well as require a discussion of actions being taken by the wireline provider to mitigate service loss resulting from the lack of backup power at those locations.

26. It is reasonable to require each wireline provider to submit an updated Communications Resiliency Plan annually via a Tier 2 Advice Letter that shall include, but not be limited to, all of the information included in the initial Communications Resiliency Plan.

27. It is reasonable to allow the wireline providers to use fossil fuel generation as a primary backup power resource in the near-term, but encourage the wireline providers to transition to a future of renewable backup generation.
28. It is reasonable to require the wireline providers to submit annual emergency operations plans, pursuant to the requirements of Section 5.9.2 of this Decision, that discuss emergency response procedures and ensure substantive engagement with the Commission and CalOES during emergencies.

29. It is reasonable to require the wireline providers to submit updated annual emergency operations plans within 14 days of the updates taking effect.

**ORDER**

**IT IS ORDERED** that:

1. Facilities-based wireline providers shall each file a Communications Resiliency Plan pursuant to Section 5.6.2 of this decision, within six months of the effective date of this decision, to the Communications Division via Tier 2 Advice Letter that describes how the wireline provider shall maintain a minimum level of service and coverage to preserve access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications, and maintain access to internet browsing for emergency notices for their customers in the event of a power outage. Communications Resiliency Plans shall be updated and submitted to the Communications Division via Tier 2 Advice Letters annually. The Communications Resiliency Plan shall include, but is not limited to, the following information:

   - Discussion of the ability to maintain a sufficient level of service to maintain access to 9-1-1 and 2-1-1, maintain the ability to receive emergency notifications and maintain access to internet browsing for emergency notices immediately following the event of a disaster or power outage, including identifying how they maintain the resiliency of their networks, as defined in Section 5.2 of this decision

   - Detailed PSPS and electric grid outage response plans;
• Facilities with and without battery backup, fixed generation, and portable generator hookups, their location, and the estimated length of time the facilities will operate during a grid outage with and without refueling at each site;

• The number of mobile generators and refueling trucks, specifying and which are stationed in California;

• Identify the ability to replace damaged facilities, including logical and physical network route diversity and temporary facilities (e.g., temporary microwave backhaul);

• Identify titles of management and number of personnel dedicated to refueling and vendors including company and contract agreement;

• Identify the ability to support reporting on system outages as required by Commission rules, Cal OES regulations, and California Government Code;

• Detail how backup generators comply with California Air Resource Boards standards;

• Provide refueling schedules;

• Provide cooperative agreements which are used to pool resources with other providers;

• Identify facilities that do not need backup power, are unable to support backup power due to a safety risk, or that is objectively impossible or infeasible to deploy backup power pursuant to Section 5.7.2., and identify the basis for that determination as well as discuss actions being taken by the wireline provider to mitigate service loss resulting from the lack of backup power at those locations;

• Identify investment plans to improve network resiliency pursuant to Section 5.7.2. (e.g., deployment of redundant backhaul, deployment of fixed generators, etc.) and how these investments are prioritized for facilities most at risk (e.g., facilities impacted by past PSPS events, past outages, overall customer impact, etc.); and
- Identify network facilities that support critical facilities pursuant to Section 5.4.4 as well as communities without sufficient wireless coverage pursuant to Section 5.6.2.

2. The Commission’s Communications Division shall develop reporting templates as well as a submittal schedule for the Communications Resiliency Plans within 60 days from the adoption of this decision.

3. The Commission’s Communications Division shall publish a map of areas in the state within Tier 2 and 3 High Fire Threat Districts that do not have sufficient wireless coverage from one or fewer facilities-based wireless providers within 30 days from the adoption of this decision on the Commissions’ website. Communications Division will serve this map, as a courtesy, to parties of the service list to Rulemaking 18-03-011

4. Facilities-based wireline providers shall, in their Communications Resiliency Plan pursuant to Section 5.6.2 of this decision, demonstrate their ability to: (a) meet the 72-hour backup power requirement, in Tier 2 and Tier 3 High Fire Threat Districts, consistent with Section 5.4.4, which adopts the 72-hour backup power requirement in Tier 2 and Tier 3 High Fire Threat Districts for the wireline providers operating in California; (b) meet the requirements of Section 5.4.4, which establishes that the 72 hours of backup power can be met with flexible procurement and deployment, and is a reasonable duration of time to fulfill the backup power requirement; and (c) meet the requirements of Section 5.4.6, which requires the wireline providers to ensure customers and first responders have access to minimum service levels and coverage including 9-1-1 service, 2-1-1, ability to receive alerts and notifications, and basic internet browsing during a disaster or commercial power outage, as well as describe their ability to maintain a minimum level of service and their long-term investment plan to comply with the 72-hour backup power requirement of this decision.
5. Facilities-based wireline providers shall file information only emergency operations plans pursuant to Section 5.9.2 of this decision, on an annual basis, with the first due within 60 days of the effective date of this decision to the Director of the Communications Division, this email address serviceresiliency@cpuc.ca.gov, the California Governor’s Office of Emergency Services, and local emergency response agencies, as an information only filing that contains the wireline provider’s: (1) emergency operations plan; (2) emergency contact information; (3) emergency preparedness exercise attestation; and (4) public communications plans.


This order is effective today.

Dated February 11, 2021, at San Francisco, California.

MARYBEL BATJER
President
MARTHA GUZMAN ACEVES
CLIFFORD RECHTSCHAFFEN
GENEVIEVE SHIROMA
Commissioners
AH091W_AH091B
300 N AVE, LOS ANGELES, CA, 90042
SP: AVENUE 57 TRANSIT ORIENTED DISTRICT
HPOZ: Highland Park – Garvanza

AH018_AH028B
1932 W NORWALK AVE, LOS ANGELES, CA, 90041
SP: AVENUE 57 TRANSIT ORIENTED DISTRICT
HPOZ: Highland Park – Garvanza
AG044_AG044A
4131 N MORRO DR, WOODLAND HILLS, CA, 91364
SP: GIRARD TRACT * MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

AJ082_AJ082B
7447 W 81ST ST, LOS ANGELES, CA, 90045 SP:
LOS ANGELES COASTAL TRANSPORTATION CORRIDOR
AJ039W_AJ039A
8135 COLEGIO DR, LOS ANGELES, CA, 90045
SP: LOS ANGELES COASTAL TRANSPORTATION CORRIDOR

AJ052_AJ052A
8242 DELGANY AVE, PLAYA DEL REY, CA, 90293
SP: LOS ANGELES COASTAL TRANSPORTATION CORRIDOR
AJ042_AJ042B
7725 W 81ST ST, PLAYA DEL REY, CA, 90293
SP: LOS ANGELES COASTAL TRANSPORTATION CORRIDOR

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SP: MULHOLLAND SCENIC PARKWAY (INNER CORRIDOR)

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3463 STANDISH, ENCINO, CA, 91436
SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

AG271_AG272A  
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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

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3600 VALLEY MEADOW RD, SHERMAN OAKS, CA, 91403
SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

AG172_AG172A
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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)
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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

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2500 N ASTRAL DR, LOS ANGELES, CA, 90046 SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)
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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)

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SP: MULHOLLAND SCENIC PARKWAY (OUTER CORRIDOR)
AF266_AF266A
17311 SUNSET BLVD, PACIFIC PALISADES, CA, 90272
SP: PACIFIC PALISADES COMMERCIAL VILLAGE AND NEIGHBORHOODS

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SP: PORTER RANCH LAND USE / TRANSPORTATION
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SP: SAN GABRIEL / VERDUGO MOUNTAINS
SCENIC PRESERVATION

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SP: SAN GABRIEL / VERDUGO MOUNTAINS
SCENIC PRESERVATION

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SP: SAN GABRIEL / VERDUGO MOUNTAINS
SCENIC PRESERVATION

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SP: SOUTH LOS ANGELES ALCOHOL SALES

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SP: SOUTH LOS ANGELES ALCOHOL SALES
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SP: SOUTH LOS ANGELES ALCOHOL SALES

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SOUTH LOS ANGELES ALCOHOL SALES
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5010 E LYNNFIELD ST, LOS ANGELES, CA, 90032

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1660 W RIVERSIDE DR, LOS ANGELES, CA, 90031

**DRAWINGS FORTHCOMING**
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91352  
*DRAWING FORTHCOMING*

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AH394_AH394A
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1511 PALISADES DR, PACIFIC PALISADES, CA, 90272

AF224_AF224B
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MA208_MA208A-B
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*DRAWING FORTHCOMING*
BPW Meeting - Item (3)

BPW-2022-0357

CD 7

GRANT APPLICATION - LOPEZ CANYON HAZARDOUS FUELS REDUCTION PROJECT

Recommending the Board:

1. APPROVE and FORWARD this report, with its transmittals, to the City Council and Mayor with the recommendation that the City Council, subject to concurrence of the Mayor, authorize the Director of the Bureau of Sanitation, or designee, to apply for, negotiate, accept, execute, and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, subject to the approval of the City Attorney as to form, which may be necessary to secure grant funds for the Lopez Canyon Hazardous Fuels Reduction Project from the California State Department of Forestry and Fire Protection California Climate Investments Fire Prevention Grants Program; and

2. REQUEST that the City Council, subject to the concurrence of the Mayor, adopt the accompanying Authorizing Resolution.

ATTACHMENTS:

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RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the City Council and Mayor with the recommendation that the City Council, subject to concurrence of the Mayor, authorize the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to apply for, negotiate, accept, execute, and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, subject to the approval of the City Attorney as to form, which may be necessary to secure grant funds for the Lopez Canyon Hazardous Fuels Reduction Project (Project) from the California State Department of Forestry and Fire Protection California Climate Investments Fire Prevention Grants Program.

2. Request that the City Council, subject to the concurrence of the Mayor, adopt the accompanying Authorizing Resolution (Transmittal 1).

TRANSMITTAL

1. Authorizing Resolution

DISCUSSION

The California State Department of Forestry and Fire Protection (CAL FIRE) is soliciting proposals for the California Climate Investments Fire Prevention Grants Program (Grant). This grant solicitation provides funding for fire prevention projects and activities in and near fire-threatened communities that focus on increasing the protection of people, structures, and communities. Funded activities include hazardous fuels reduction, wildfire prevention planning, and wildfire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.
Project Background
Historically, the Lopez Canyon and adjacent canyons have periodically experienced wildfires throughout the years, including the 1966 Loop Fire, the 2008 Marek and Sayre Fires, the 2009 Station Fire, the 2019 Saddle Ridge Fire, and the 2020 Bobcat Fire. In addition, the 2016 Kagel Canyon Fire and the 2017-2018 Creek Fire have been within the vicinity of the Lopez Canyon Landfill property. The Creek Fire in particular greatly affected the City's property, the Angeles National Forest, and the communities of Santa Clarita, Glendale, Olive View, Lake View Terrace, Sunland-Tujunga, Shadow Hills, Sylmar, Pacoima, and Kagel Canyon. The Creek Fire burned 15,619 acres and destroyed 123 structures, including 60 homes. A total of 115,000 residents were forced to evacuate their homes during the fire. At the Lopez Canyon Landfill property, the fire destroyed a water pipeline that supplies water to the water tank on top of the landfill (which the Los Angeles Fire Department depends on for fire fighting), landfill gas pipes, heavy-duty equipment, vehicles, and other City assets resulting in more than a $10 million loss.

LASAN has identified the Project as eligible for grant funding under the Grant. The goal of the Project is to remove hazardous fuels on approximately 40 acres in seven identified areas, each year from 2023 through 2026, to protect nearby communities and land. These areas have been identified due to the proximity of hazardous fuel vegetation and private property. The hazardous fuel removal activities in these areas will include: brush clearing, weed whacking, and tree raising, to allow a minimum of 200 ft. clearance from private property. As part of the Project, LASAN will inform the neighboring community about the removal activities before they are performed each year.

All the collected hazardous fuel, including the woody biomass, will be processed to mulch, compost, or wood chips, which will then be given away free to residents, delivered to farmers, and donated to schools, non-profits, and community groups. Compost has many environmental benefits such as enhancing soil nutrients, retaining moisture, and supporting the production of beneficial bacteria and fungi. Greenhouse gas levels are also reduced via landfill diversion as a result of the on-site processing.

Due to time constraints, LASAN applied for the Grant on February 9, 2022, but can withdraw the application at the discretion of the Board of Public Works. The application is in the amount of $659,070. The total amount may change depending on the availability of funding and changes to the project costs. Council File 11-0527 authorized LASAN's Director and General Manager, or designee, to prepare and submit applications for grant funding for LASAN's Clean Fuel Program and other environmental programs. This includes opportunities from all private, local, state, or federal grant funding sources.
PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The PRD provisionally approved a combined total budget of $659,070, including contingency, for the Project on March 12, 2022.

STATUS OF FINANCING

There is no impact to the General Fund. Existing appropriations may change based on available cash balance. Therefore, front-funding will be determined by the Director and General Manager of LASAN or designee upon grant award. Reimbursements from the grant will be deposited into the designated front-funding source using Revenue Source Code 3361 (State Grants - Others).

Respectfully submitted,

_________________________
BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

_________________________
TRACI J. MINAMIDE, P.E., Chief Operating Officer
Bureau of Sanitation
Date: 5/20/22

Prepared by:
Thania Flores, SRPCD, (213) 847-2931
Paru Proffitt, Centralized Grants Unit, (213) 485-3148
RESOLUTION


WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted the State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the California State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, the Bureau of Sanitation (“LA Sanitation and Environment”, or “LASAN”) proposes to implement the Lopez Canyon Hazardous Fuels Reduction Project (the “Project”); and

WHEREAS, LASAN has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, LASAN will enter into an agreement with the State of California to carry out the Project;

THEREFORE, BE IT RESOLVED that the City Council of the City of Los Angeles:

1. Approved the filing of an application for the “California Climate Investment Fire Prevention Grants Program”; and

2. Certifies that said applicant has or will have sufficient funds to operate and maintain the Project; and

3. Certifies that funds under the jurisdiction of the City Council of the City of Los Angeles are available to begin the Project; and

4. Certifies that said applicant will expend grant funds prior to March 15, 2026; and

5. Appoints the Director and General Manager of LASAN, or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.
CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Los Angeles at the meeting thereof held on

______________________

Ayes: _______
Noes: _______
Abstained: _______
Absent: _______

Signature:

___________________________

HOLLY L. WOLCOTT
City Clerk
Seal of the Clerk
BPW Meeting - Item (4)

BPW-2022-0358

CD 10

SOLE SOURCE CONTRACT - LOS ANGELES NEIGHBORHOOD INITIATIVE - OLYMPIC GATEWAY PROJECT

Recommending the Board:

1. APPROVE and FORWARD this report with transmittals to the Mayor requesting approval and authorization for the President or two Commissioners of the Board to execute a sole source contract with the Los Angeles Neighborhood Initiative for design and construction services with a budget authority of $3,630,933 for a two-year contract with two one-year renewal options.

(W.O. E1908832)

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EXECUTE A SOLE SOURCE CONTRACT WITH THE LOS ANGELES NEIGHBORHOOD INITIATIVE FOR DESIGN AND CONSTRUCTION SERVICES FOR THE OLYMPIC GATEWAY PROJECT (WORK ORDER NO. E1908832)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

APPROVE and FORWARD this report with transmittals to the Mayor requesting that he approve and authorize the President or two Commissioners of the Board to execute a sole source contract with the Los Angeles Neighborhood Initiative (LANI) for design and construction services with a budget authority of $3,630,933 for a two-year contract with two one-year renewal options.

FISCAL IMPACT STATEMENT

There is no direct impact on the General Fund. Funding for the contract is provided by the AB1290 Fund and Community Redevelopment Agency of Los Angeles (CRA/LA) Excess Bond Proceeds.

TRANSMITTALS

1. Copy of a City Council motion adopted by the City Council on April 22, 2020 authorizing the Board’s Bureau of Engineering (BOE) to approve, negotiate, and execute contracting documents with the LANI (Council File No. 14-1174-S85).

2. Copy of the Mayor’s Office of Economic Development waiver of the Good Faith Effort requirements for this contract dated May 27, 2021.

3. Master copy of the proposed sole source contract between the City of Los Angeles (City) and the LANI.


5. Copy of Economic and Workforce Development Department (EWWD) Report for bond oversight committee.

DISCUSSION

Background

On April 22, 2020, the City Council adopted a motion authorizing the Board, BOE to approve, negotiate, and execute contracting documents with the LANI as required to effectuate the
Joint Report No. 1

Page 2

Project (Transmittal No. 1). The LANI has been spearheading the project since 2011. The LANI is an organization that implements streetscape and transit improvements in economically challenged transit-dependent communities throughout the City. The LANI has successfully administered such projects throughout the City in nearly 30 communities. The Project will construct an illuminated cultural gateway consisting of a twisting cable structure spanning diagonally between two approximately 50-foot pole structures at the intersection of Normandie Avenue and Olympic Boulevard.

East View Daytime

North View Nighttime
Scope of Work

The scope of work under this contract will include scope to design and construct an illuminated cultural gateway consisting of a twisting cable structure spanning diagonally between two approximately 50-foot pole structures at the intersection of Normandie Avenue and Olympic Boulevard for a total amount of $3,630,933. The LANI will also be required to obtain a B-permit and a R-permit for the project and to submit a Maintenance Plan for the structure. This Maintenance Plan shall include, but not be limited to a maintenance schedule, instructions on how to perform maintenance, a list of parts, and manufacturers product data sheets.

Sole Source Justification

Due to the limited scope of work and extensive experience the LANI has on the project, it is more feasible and economical for this work to be done by the LANI than by any other contractor or City employees.

On May 27, 2021, the BOE received approval from the Mayor’s Office to waive the Business Inclusion Program (BIP) requirements. Approval to waive the BIP requirements was because it is more feasible and economical for this work to be completed by the LANI due to the extensive experience of the LANI on the project (Transmittal No. 2). However, the firm was encouraged to utilize Minority-owned Business Enterprise, Women-owned Business Enterprise, Small Business Enterprise, Emerging Business Enterprise, Disabled Veteran Business Enterprise and Other Business Enterprise subconsultants whenever possible.

Compliance with City and Board Policies

The Board’s personal services contracting policies have been followed. The consultant is subject to compliance with the following City ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance. Failure to comply with all requirements will render the consultant’s contract subject to termination pursuant to the conditions therein.
Businesses are encouraged to locate or remain within the City to preserve and enhance the economic base and well-being of the City. According to the Los Angeles Residence Information form, the LANI has a total of six employees, of which three reside in the City or 50 percent of their workforce.

The quality of the work performed by the LANI will be monitored in accordance with the Contractor Evaluation Ordinance No. 173018 (Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code) and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over $25,000 and at least three months in duration. The critiques are kept on file by the Bureau of Contract Administration, Special Research & Investigation Section for reference by other City departments and agencies.

**Notice of Intent to Contract and Charter Section 1022 Determination**

In accordance to Charter Section 1022, on April 22, 2020, the City Council adopted a motion determining that due to the limited scope of work and the extensive experience of the LANI on the Project and in providing community neighborhood improvement projects with stakeholders, it is more feasible and economical for this work to be done by a contractor than by City employees.

**City Attorney Review**

The proposed contract (Transmittal No. 3) has been reviewed and approved as-to-form by the City Attorney’s Office.

**STATUS OF FUNDING**

$1,500,000 for this contract comes from the Capital Improvement Expenditure Program, Fund No. 100, Department No. 54, Appropriation Unit No. 00S740 (Funding Source AB1290), subject to re-appropriation, and $2,130,933 for this contract comes from the CRA/LA Excess Non-Housing Bond Proceeds Fund, Fund No. 57D, Department No. 28, Appropriation Unit Nos 22L9TT, 22S9TT, and 22S9TN (Transmittal No. 4). The breakdown of the two funds listed in EWDD Report for Bond Oversight Committee (Transmittal No. 5).

The City’s liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City’s liability shall be the extent of such appropriation, subject to the terms and conditions of the contract.
Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

June 1, 2022
Page 5

( AV MM GV JS )

Report reviewed by:
BOE (ADM and PAC)
and EWDD (EDD)

Report prepared by:
Street Improvement Division
Arsen Voskerchyan, PE
Division Engineer
Phone No. (213) 485-4474

Compliance review performed
and approved by:
Lynda McGlinchey, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Statement as to funds approved by:
Miguel De La Peña, Director
Office of Accounting
Fund Ref. 100/54/00S740/$1,500,000
Date: 5/23/2022

VA/DT/08-2021-0108_SID.dng

Questions regarding this
report may be referred to:
Danny Tang, Civil Engineer
Phone No. (213) 485-4507
E-mail: danny.tang@lacity.org
On October 30, 2019, Council took various actions related to the Olympic Gateway Project (Project) that included authorizing the Department of Public Works, Bureau of Engineering (BOE), to negotiate and execute contracting documents as required to implement the Project (C.F. 14-1174-S85). The Project consists of installing a twisting cable structure stretching between two 50-foot pole structures spanning the intersection of Normandie Avenue and Olympic Boulevard in Council District 10.

The Los Angeles Neighborhood Initiative (LANI) has been spearheading the Project since 2011. LANI is a nonprofit organization that implements streetscape and transit improvements in economically challenged transit-dependent communities throughout the City of Los Angeles. For the Project, LANI formed a Steering Committee of community stakeholders who reviewed and selected the winning architectural design, awarded and administers a contract with the selected architectural firm, obtained construction drawings that are ready for permit review and approval, and hired a Construction Management Firm through a competitive Request for Qualifications process. Over the past 25 years, LANI has successfully administered such projects throughout the City in nearly 30 communities.

Due to the limited scope of work and extensive experience LANI has on the Project, it is more feasible and economical for this work to be done by LANI than by any other contractor or City employees. Council action is needed to authorize the Board of Public Works, Bureau of Engineering, to contract with LANI for completion of the Project.

I THEREFORE MOVE that the Council, subject to approval of the Mayor, take the following actions:

1. AUTHORIZE the Board of Public Works, Bureau of Engineering (BOE), to approve, negotiate, and execute contracting documents with the Los Angeles Neighborhood Initiative (Contractor) as required to effectuate the “Olympic Gateway Project” (Project) in Council District 10 subject to the approval of the Board of Public Works, prevailing wage requirements, and the City Attorney as to form;

2. AUTHORIZE the Controller, subject to the requirements identified in Council’s approval of Project related recommendations on October 30, 2019 (C.F. 14-1174-S85), the availability of funds, and a duly executed and encumbered contract, to expend up to $1,755,166 plus Interest from CRA/LA Excess Bond Proceeds (EBP) Fund No. 57D, Account Nos. 22L9TT and 22S9TT Wilshire Center/Koreatown Taxable Series 2006-A and 2008-B, and to expend up to the total amount of Interest available from EBP Fund No. 57D, Account No. 22S9TN Wilshire Center/Koreatown Tax-Exempt Series 2008-C, for activities related to the Project upon presentation of proper documentation by the BOE, and satisfactory review and approval of the Economic and Workforce Development Department (EWDD) in accordance with the terms and conditions of the Bond Expenditure Agreement (Contract No. C-125212);

3. DETERMINE that, in accordance to Chapter Section 1022, due to the limited scope of work and the extensive experience of LANI on the Project and in providing community neighborhood improvement projects with stakeholders, it is more feasible and economical for this work to be done by a contractor than by City employees; and

4. AUTHORIZE the Interim General Manager, EWDD, or designee, to prepare Controller instructions and/or make technical adjustments that may be required and are consistent with this action, subject to the approval of the City Administrative Officer; and, AUTHORIZE the Controller to implement these instructions.

PRESENTED BY: HERB J. WESSON, JR.
Councilmember, 10th District

SECONDED BY: DEC 1 0 2019
Thank you Jessica!

Hope you have a great weekend.

Thanks,

Richard Louie, PE, CCM
Senior Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 800
Los Angeles, CA 90015
Mail Stop 494
Phone: 213-485-5864
Cell: 213-923-6337
Richard.Louie@lacity.org

On Thu, May 27, 2021 at 12:54 PM Jessica Lopez <jessica.e.lopez@lacity.org> wrote:

Thank you for the clarification, Richard. Under the subcontracting opportunity question, you were supposed to write no, to signal that there are no subcontracting opportunities.

I’ve written that in our notes and your BIP waiver is approved.

Best,

Jessica E. Lopez
Clear Contracting Analyst | CPO Team
Mayor's Office of Budget and Innovation
200 N. Spring St. Los Angeles, CA 90012
jessica.e.lopez@lacity.org

On Thu, May 27, 2021 at 12:41 PM Richard Louie <richard.louie@lacity.org> wrote:

Hi Jessica,

I may have mis-understood the question on the form. The answer should have been no, there are no subcontracting opportunities. This contract will be sole sourced to LANI.

Let me know if that answers your question.

Thanks,

Richard Louie, PE, CCM
Senior Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 800
Los Angeles, CA 90015
On Thu, May 27, 2021 at 11:08 AM Jessica Lopez <jessica.e.lopez@lacity.org> wrote:

Hi Richard,

Sorry for the wait! I do have a couple of follow-up questions.

I was under the impression that this was a sole-source contract, however in the form you indicated that there are subcontracting opportunities in this contract. If there are subcontracting opportunities BIP can be implemented, unless there are other reasons unknown?

Please elaborate as this may be an entirely different contract from the one mentioned in this thread, the LANI sole source.

Thank you,

Jessica E. Lopez
Clear Contracting Analyst | CPO Team
Mayor's Office of Budget and Innovation
200 N. Spring St. Los Angeles, CA 90012
jessica.e.lopez@lacity.org

On Thu, May 27, 2021 at 10:57 AM Richard Louie <richard.louie@lacity.org> wrote:

Hi Jessica,

I wanted to follow up regarding the waiver request that I submitted last week. Can you let me know what is a typical timeline I should plan for, for the review of the request? Is there anything other information that you need me to provide?

Thanks,

Richard Louie, PE, CCM
Senior Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 800
Los Angeles, CA 90015
Mail Stop 494
Phone: 213-485-5864
Cell: 213-923-6337
Richard.Louie@lacity.org

On Fri, May 21, 2021 at 4:23 PM Jessica Lopez <jessica.e.lopez@lacity.org> wrote:

Yes, I received it and will be reviewing it!

Thank you!

On Fri, May 21, 2021 at 3:48 PM Richard Louie <richard.louie@lacity.org> wrote:

Hi Jessica,
I have submitted a request for waiver through the Google Form. Can you please confirm that you have received it?

Thanks,

Richard Louie, PE, CCM
Senior Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 800
Los Angeles, CA 90015
Mail Stop 494
Phone: 213-485-5864
Cell: 213-923-6337
Richard.Louie@lacity.org

On Tue, May 4, 2021 at 9:59 AM Jessica Lopez <jessica.e.lopez@lacity.org> wrote:
Hi Richard and Erik,

Please submit an official request by submitting your request via our google form. If you have any questions please feel free to email me.

Thank you,

Jessica E. Lopez
Clear Contracting Analyst | CPO Team
Mayor’s Office of Budget and Innovation
200 N. Spring St. Los Angeles, CA 90012
jessica.e.lopez@lacity.org

On Tue, May 4, 2021 at 8:30 AM Erik Munoz <erik.munoz@lacity.org> wrote:
Great, thank you Shannon.

We look forward to working with you Jessica. Richard Louie will be the lead BOE contact for this item.

Regards,

On Tue, May 4, 2021 at 8:28 AM Shannon Hoppes <shannon.hoppes@lacity.org> wrote:
Hi, Erik. Jessica Lopez of my team will be in touch.

On Tue, May 4, 2021 at 8:15 AM Erik Munoz <erik.munoz@lacity.org> wrote:
Good Morning Shannon,

BOE is in the process of executing a sole source contract with the Los Angeles Neighborhood Initiative (LANI) per Council direction. On the sole source board report, it indicates we need a waiver from the Mayor’s Office of Economic Development Good Faith requirements. Would you be able to assist us with this request?

Thank you,

On Wed, Apr 28, 2021 at 12:37 PM Karen Dominguez <karen.x.dominguez@lacity.org> wrote:
Good afternoon Erik,

Shannon Hoppes and her team will be in contact to provide the waiver.

Thank you
Karen Dominguez
On Wed, Apr 28, 2021 at 11:24 AM Mayor Helpdesk <mayor.helpdesk@lacity.org> wrote:
Good afternoon Erik,

I have copied my colleague +Karen Dominguez who can provide more information.

Thank you,
Office of Mayor Eric Garcetti

On Wed, Apr 28, 2021 at 7:46 AM Erik Munoz <erik.munoz@lacity.org> wrote:
Good Morning,

BOE is in the process of executing a sole source contract with the Los Angeles Neighborhood Initiative (LANI) per Council direction. On the sole source board report, it indicates we need a waiver from the Mayor's Office of Economic Development Good Faith requirements. Can you please direct me to a contact at the Mayor's Office of Economic Development that can assist with this request?

Thank you,

-----
Erik Muñoz, P.E., ENV SP
Executive Division | Council/Board Liaison
Bureau of Engineering | Department of Public Works
200 N. Spring St., Suite M-154, Los Angeles, CA 90012 (MS-195)
Phone: 213.978.2074
Proud Recipient of the Mayor's Office 2019 Gender Equity Award

Karen Dominguez
Executive Assistant
Mayor's Office of Economic Development
(213)978-6397

Erik Muñoz, P.E., ENV SP
Executive Division | Council/Board Liaison
Bureau of Engineering | Department of Public Works
200 N. Spring St., Suite M-154, Los Angeles, CA 90012 (MS-195)
Phone: 213.978.2074
Proud Recipient of the Mayor’s Office 2019 Gender Equity Award

Shannon Hoppes
City of Los Angeles
Chief Procurement Officer

Erik Muñoz, P.E., ENV SP
Executive Division | Council/Board Liaison
Bureau of Engineering | Department of Public Works
200 N. Spring St., Suite M-154, Los Angeles, CA 90012 (MS-195)
Phone: 213.978.2074

Proud Recipient of the Mayor’s Office 2019 Gender Equity Award
City of Los Angeles
Department of Public Works

AGREEMENT No. ______________

AGREEMENT

for the

OLYMPIC GATEWAY PROJECT

Between

CITY OF LOS ANGELES

and

LOS ANGELES NEIGHBORHOOD INITIATIVE
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<td>EXHIBIT G</td>
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This Agreement is made and entered by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Department of Public Works, Bureau of Engineering (hereinafter referred to as the “City” or “BOE”), and Los Angeles Neighborhood Initiative, a 501(c)3 non-profit agency (hereinafter referred to as the “CONSULTANT”).

WITNESSETH

WHEREAS, LANI was created by the Los Angeles Mayor’s Office as a “City Partner” to expedite transit and pedestrian projects, and serves as a liaison between the City and economically challenged transit-dependent communities throughout the City of Los Angeles; and

WHEREAS, LANI uses its nationally recognized community engagement process to provide comprehensive outreach and consensus planning, design, and construction of transit and pedestrian improvements, urban greening projects, business district revitalization, and the development and support of community organizations; and

WHEREAS, in 2014, the CRA/LA-DTLA, the City’s former redevelopment agency, hired LANI to provide project administration/management services for public outreach, design, and construction services for the Olympic Gateway Project (Project) within the Wilshire Center/Koreatown Recovery Redevelopment Project Area. Since then, LANI has spearheaded the Project by completing community outreach, design, and interagency planning of the proposed Olympic Gateway Project. LANI’s contract with CRA/LA ended as a result of the dissolution of redevelopment and funding was transferred from CRA/LA to the City for continuation of the Olympic Gateway Project. Under a City contract, LANI would continue to serve as Project Manager, finalize design and engineering of the improvements, and manage and implement construction of the Olympic Gateway Project including obtaining all necessary permits and environmental clearances; and

WHEREAS, Due to the limited scope of work and the extensive experience of LANI on the Project and in providing community neighborhood improvement projects with stakeholders, it is more feasible and economical for this work to be done by a contractor than by City employees; and

WHEREAS, a Motion was introduced by CD 10 on June 28, 2019, to transfer/appropriate $1,500,000 in AB1290 Funds for the construction of the Olympic (Koreatown) Gateway Project; and

WHEREAS, a Motion was introduced by CD 10 on December 10, 2019, to transfer/appropriate $1,755,166 plus Interest from CRA/LA Excess Bond Proceeds (EBP) for the construction of the Olympic Gateway Project; and

WHEREAS, the City authorized the City Engineer to approve, negotiate, and execute an agreement with the Grantee subject to the approval of the Board of Public Works; and,
WHEREAS, the City’s Department of Public Works, Bureau of Engineering (BOE) will reimburse Grantee on a milestone basis with proper documentation of adequate vouchers and receipts submitted to BOE; and

WHEREAS, Grantee will be responsible to complete the Olympic Gateway Project within (2) years from date of full execution;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the mutual benefits to be derived therefrom, the CITY and Grantee mutually agree as follows:
I. INTRODUCTION

§101 Section Headings and Construction of Provisions and Titles Herein

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

§102 Conditions Precedent to Execution of Contract

Prior to the execution of this Agreement, the CONSULTANT shall provide the City with copies, or signed original documents as required, of the following documents:

a. CONSULTANT’s documentation of its 501(c)(3) status.

b. Acceptable evidence of evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in Exhibit A – Insurance Requirements (Form Gen. 133 and Form Gen. 146) and §619 Insurance of this Agreement as submitted to the City. The evidence of insurance will be reviewed and is subject to approval by the City Risk Manager. Hard copies must also be sent to the Department of Public Works.

1. Throughout the term of this Agreement, the CONSULTANT must submit to the BOE, hard copies of all proofs of insurance or proofs of renewal of insurance that the CONSULTANT has submitted online to the City Risk Manager.

c. An executed Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 et seq.,), and its implementing regulations which is attached hereto as Exhibit B – Certification of Compliance with Americans with Disabilities Act (ADA) and which is incorporated herein by this reference

d. Contractor Responsibility Ordinance Compliance Forms – Exhibit C

e. Current and valid Business Tax Registration Certificate required by the City's Business Tax Ordinance to do business within the City or evidence of exemption. For the term covered by this agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificate(s) required of it under the Business Tax Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

f. City Contractors’ Use of Criminal History for Consideration of Employment Applications – Exhibit D
All items listed above shall be kept current, and the City shall be notified of, or provided with, in accordance with the reporting requirement identified in §103 Contract Administration and Representative of the Parties herein, any changes to, updates of or non-compliance with, any below listed item.

§103 Contract Administration and Representatives of the Parties

A. The representative of the City shall be, unless otherwise stated in the Agreement:

   Gary Lee Moore, City Engineer  
   Department of Public Works - Bureau of Engineering  
   1149 South Broadway, 7th Floor  
   Los Angeles, CA 90015  
   Attention: Arsen Voskerchyan, Division Manager  
   Phone: (213) 923-4963  
   Email: Arsen.Voskerchyan@lacity.org

   The City Engineer or his/her designee shall have full authority to act on behalf of the City in the administration of this Agreement, consistent with the provisions herein. The City Engineer is also named the repository for all reporting requirements identified in this Agreement.

   The City Engineer is the party to whom the CONSULTANT shall forward all documents, reports and records as required by this Agreement for submittal to, or review by the “City”, and is the party authorized to provide written approvals by the City to the CONSULTANT in reference to matters addressed in this Agreement.

B. The representative of the CONSULTANT shall be:

   Veronica Hahni, Executive Director  
   Los Angeles Neighborhood Initiative  
   800 S. Figueroa Street, Suite 970  
   Los Angeles, CA 90017  
   veronica@lani.org

§104 Service of Notices

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be affected by either personal delivery or by private expressed carrier or registered or certified mail, prepaid postage, return receipt requested and shall be deemed communicated and effective as of the date of mailing unless otherwise stated in the notices, demands or communications. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.
All documents, correspondence, invoices, etc., transmitted to the City shall be in writing. Payment requests shall be made both in written and electronic formats, on a form to be provided by the City. Documents shall be delivered to the City via U.S. mail or private express carrier or via email to Arsen.Voskerchyan@lacity.org.

§105 Term of Agreement and Time of Performance

A. Term of Services

The term of this Agreement shall commence on the date of full execution. All design and construction hereunder shall be completed within two (2) years from the date of full execution with up to two (2) one-year renewal terms at the CITY’s sole discretion and under the same terms and conditions unless terminated as provided under §505 Termination or extended by a duly approved amendment or change order to this AGREEMENT and signed by the parties. Due to the need to advance the project in a timely manner, CONSULTANT has performed services under the Contract prior to the execution of this Contract. To the extent that such services were performed in accordance with the terms and conditions of the Contract, the City hereby acknowledges the services previously performed by CONSULTANT and ratifies CONSULTANT’S performance of said services under the Contract.

The date of full execution is deemed to be the date when all the following events have occurred:

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

B. Performance shall not commence until the CONSULTANT has obtained the City’s approval of all insurance as required by the City (see Exhibit A – Insurance Requirements, attached thereto and incorporated herein by reference, and §619 Insurance).

C. If the CONSULTANT fails to complete the project within the time required in this Agreement, then the CITY may terminate this Agreement as specified in Article V - Remedies of this Agreement.

§106 Scope of Project
The CONSULTANT will use the funds to design and construct an illuminated cultural gateway consisting of a twisting cable structure spanning diagonally between two approximately 50-foot pole structures at the intersection of Normandie Avenue and Olympic Boulevard. The CONSULTANT has completed 60% design plans for the project (See Exhibit F). The scope of the project as described above includes, but is not limited to:

1. Project Administration / Outreach
2. Design/Engineering
3. Permitting
4. Construction
5. General Conditions / General Requirements
6. Site Protection
7. Demolition
8. Dewatering
9. Erosion Control
10. Drilled Piles
11. Earthwork
12. Asphalt Concrete Paving
13. Site Concrete
14. Rebar
15. Concrete
16. Structural Steel
17. Painting
18. Electrical
19. Utility Pole Relocation

As part of the scope of work, the CONSULTANT shall also submit a Maintenance Plan for the Olympic Gateway Project, twisting cable structure. This Maintenance Plan shall include but not be limited to: a maintenance schedule, instructions on how to perform maintenance, a list of parts, and manufacturers product data sheets.
§107 Compensation

The total compensation for this Agreement shall not exceed $3,630,933 for the scope of the Project. Under no condition shall the liability of the City and the State exceed the respective amounts in this section. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as Exhibit E. The use of the Public Funds from the two public agencies are as follows:

1. State, CRA/LA Excess Bond Proceeds ($2,130,933) - Any disbursement of the State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures;

2. City, AB1290 ($1,500,000) - Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditure.

A. The City shall authorize the expenditure of an amount not to exceed $3,630,933 in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

B. The City’s liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.

C. The CONSULTANT shall bear sole responsibility to complete all required design and construction/improvements as described in §106 of this Agreement. It is understood by both parties that the City makes no commitment to increase funding for the Project should conditions change which would impair the completion of the Project in its entirety.

D. The City and the CONSULTANT agree that the CONSULTANT shall hire a single construction subcontractor (General Contractor) for construction services. If bid proposals for construction services exceed the amount provided by this contract as indicated on the PAYMENT SCHEDULE (see Exhibit E), then the CONSULTANT may propose scope reductions to allow for the project to be constructed within the amount provided for construction of the project. However, proposed scope reductions must be approved by the Bureau of Engineering prior to reducing scope. Additionally, at the City’s discretion, the City may terminate this Contract as set forth under section §505 – Termination for Convenience.

II. DUTIES OF CONSULTANT

§201 Duties and Requirements
A. General Statement of Work to be Performed by CONSULTANT
Pursuant to this Agreement, the Public Funds shall be used toward the design and construction of a twisting cable structure that is illuminated and programmable, stretching diagonally between two 50'-0" pole structures at the intersection of Normandie Avenue and Olympic Boulevard as depicted in Exhibit F. In addition, any affected area by this work shall be upgraded to current code requirements not limited to street work, utility relocation, sidewalk, etc. as required by the required permits.

B. General Requirements

The CONSULTANT shall use the Public Funds for eligible project costs for public improvements in the public right-of-way or on publicly-owned property, subject to the terms and conditions of this Agreement. Funds shall be used solely to carry out the purposes set forth in the General Statement of Work set forth above, and in accordance with the PAYMENT SCHEDULE. Any deviation from the General Statement of Work, the Project Budget, or PAYMENT SCHEDULE must be submitted in writing to the City in advance of any financial commitment for review and approval. The City shall review any such request for deviation within 10 business days of receipt, and that approval shall not unreasonably be withheld. Failure to submit and obtain prior written approval from the City may result in future disbursements being withheld.

§202 Specific Requirements

In furtherance of the general requirements, the CONSULTANT shall do the following:

A. The CITY and the CONSULTANT agree that the CONSULTANT shall hire a single construction subcontractor (General Contractor) to implement the contract. Comply with the requirements delineated for the CONSULTANT in its subcontracts with the Architect for design services and with the General Contractor for construction services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. All construction work on this project shall be performed by a licensed General Contractor. Also, the current edition of “Green Book, Standard Specifications for Public Works Construction as well as the AIA’s “General Conditions of the Contract for Construction,” current (2003 or later) edition (AIA Form A 201) shall be cited as part of the contract with the Architect and General Contractor. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall provide a copy of subcontractor contracts to the City upon execution of this Agreement. Upon the execution of this Agreement, all new contracts entered with subcontractors must be approved by the City prior to execution of the subcontractor contract; shall adhere to the terms and conditions set forth in §205 – Subcontracting, and are superseded by this Agreement in case of conflicting requirements or obligations. The City shall review any such request for new, or modified subcontracts in a timely manner, and that approval shall not unreasonably be withheld.

B. Submit monthly reports, in an acceptable form by both parties, to the Department of Public Works Bureau of Contract Administration (Attn: Brett McReynolds; Address: [OLYMPIC GATEWAY] Olympic Gateway Agreement 2020-21
1149 S Broadway, 3rd Floor, Los Angeles, CA 90015) concerning local hiring efforts for the Project. As this is a Public Works project, the CONSULTANT and subconsultants is encouraged to comply with the City’s Project Labor Agreement, which promotes workforce development through establishing local hiring and disadvantage worker employment opportunities.

C. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.

D. Identify and provide corrective action on those issues or barriers that impede or delay the completion of the Project as defined in this Agreement. CONSULTANT shall notify the City, in writing, within 10 working days of discovering those issues or barriers and provide a corrective action plan of resolution with sub-activities and milestone completion dates.

E. Assure that the Architect and the General Contractor and their respective subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the General Requirements as defined in this Agreement.

F. Designate a person to act as the CONSULTANT’s representative prior to the execution of the Architect and General Contractor contracts to carry out the responsibilities of the “Owner” in those contracts.

G. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.

H. Ensure that the General Contractor constructs the Project in conformance with the City’s construction standards (included but not limited to City of Los Angeles Standard Plans and the latest edition and supplements of the Standard Specifications for Public Works Construction as adopted by the Board of Public works of the City of Los Angeles and as modified by the corresponding issue of the “Brownbook”). The CONSULTANT shall ensure the Project is in full conformance with all applicable local, State, and federal statutes, regulations, and building codes.

§203 Accounting Services

The CONSULTANT shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but not be limited to, documentation of all budgeted expenditures, e.g.: time cards, requisitions for payments, rentals, leases, invoices and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the CONSULTANT. Such records shall be maintained in a file and be made available for examination by the City.
§204 Independent Contractor Status

The CONSULTANT is an independent contractor and not an agent or employee of the City. The CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§205 Subcontracting

CONSULTANT shall not use subcontractors to assist in the performance of this Agreement without the prior written approval of the CITY. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall obtain CITY’s written approval of the subcontractor within ten (10) business days from the date of execution of this Agreement. Additionally, if the CONSULTANT notifies the City of any future subcontracting agreement prior to the execution of such agreement, the City shall review it, and that approval shall not unreasonably be withheld. The City shall review any such request for new, or modified subcontracts within 10 business days of receipt, and that approval shall not unreasonably be withheld. If the CONSULTANT uses subcontractors, CONSULTANT shall remain responsible for performing all aspects of this Agreement. The CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONSULTANT’S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors. CONSULTANT shall comply with the following:

- Require that the architect and any contractors or subcontractors for the Project be licensed by the State of California;
- Require the architect, general contractor, and subcontractor(s) to maintain insurance as required by the City; and,
- Meet all applicable requirements of federal, state and local government agencies for Project design documents.

A. Senate Bill 854 and Department of Industrial Relations (construction work)

All contractors and subcontractors shall be registered with the State of California Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5, to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public works contract.

CONSULTANT is advised of the following change made by California State Senate Bill 854 (Stat. 2014, chapter 28) to the DIR: No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5. DIR maintains an up-to-date listing of registered contractors.

B. The subcontract shall require the selected architect or general contractor to maintain a minimum insurance amount as provided in Exhibit A in errors and omission insurance with a twelve (12) month recovery period and the CONSULTANT must submit evidence
of same to the City for verification prior to the execution of the CONSULTANT’s Agreement with the architect or general contract.

III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;

C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

IV. PAYMENT AND FISCAL CONTROLS

$401 Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with all of the principles set forth below:

1. Clearly defined costs for the design, construction or installation of public improvements in the public right of way or on publicly owned property;
   a. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement;
   b. Should the CONSULTANT propose to use funds under this Agreement for improvements located on privately owned property, the CONSULTANT will be required to obtain approval of the CITY prior to authorizing the use of funds. The CITY will make a determination whether a public benefit is derived from the use of the funds. The CONSULTANT may be required to provide the City with information to assist with the determination.

2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is “necessary and reasonable.” Eligible costs may include, but are not limited to the following:
   a. Plan Check fees, Building Permit fees, and construction inspection fees.
b. Project management costs, including inspection to oversee the design and construction.

3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.

4. Be fully documented and determined to be in accordance with standard accounting procedures.

5. Not to be billed to any other private or government funding source.

6. Costs incurred prior to the date of execution of this Agreement which have been expressly approved by the City, subject to eligibility as set forth in this Agreement.

7. Community outreach staff costs including emails, telephone calls, and presentations to Neighborhood Council meetings and other interested Community Organizations, and one on one meetings with Stakeholders. The cost of community outreach shall not exceed $34,500.

Unallowable Costs

B. The following costs, among others, are specifically not allowable:

1. Contributions and donations.

2. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

3. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.

4. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.

5. Community engagement reimbursement costs (non-staff costs, including but not limited to, reprographic costs, travel time, supplies, etc).

6. Interest due to late payment of construction subcontractor (General Contractor) invoices or any tier construction sub-subcontractor invoices.

7. Membership Expenses: Membership expenses are specifically disallowed.

8. Meeting Attendance: CONSULTANT’s staff costs of attending meetings with the
City, and/or its consultants, and CONSULTANT’s staff and/or subcontractors.

9. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT or subcontractor of any tier.

10. Losses due to delay: Lack of scheduling, coordinating, and monitoring.

11. Subcontracts not approved by the City.

12. Costs incurred prior to the date of execution of this Agreement which have not been expressly approved by the City, subject to eligibility as set forth in this Agreement.

13. Operating license fees.

14. CONSULTANT’s program staffing and personnel costs other than direct costs under this contract.

15. Non-maintenance equipment costs.

16. Furnishings.

17. Utilities.

18. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap except for such personal hygiene projects that will be included in the construction General Conditions/General Requirements such as porta-potties.

19. Maintenance or service costs.

20. Pension, health, vacation, sick leave, or other benefits for staff other than direct costs under this contract.

Reimbursements or payments for expenditures which are determined by the City to be unallowable must be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City’s future payment to CONSULTANT.

§402 Disbursement

A. Disbursement

1. The CONSULTANT shall be reimbursed on a milestone basis (See Exhibit E), no later than sixty (60) days after receipt by the CITY of a completed and approved invoice for expenses authorized for material furnished, service rendered, or work completed under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. Project progress payments shall be certified by the CONSULTANT. All
charges and expenses shall be properly documented with adequate vouchers and receipts. Only those expenses that are eligible and relate directly to the scope and intent of this project shall be authorized and approved for reimbursement.

2. The CONSULTANT acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties.

3. The CONSULTANT will withhold 5% of the total contracted amount from the General Contractor as retention against their payment(s) to the General Contractor. The retention is withheld to ensure that the General Contractor completes the Project.

4. Payment Retention - All disbursements to CONSULTANT shall be subject to withholding of a five percent (5%) retention until the CONSULTANT provides documentation to City showing that the Project has been completed to the City’s satisfaction and upon meeting the following conditions:

   a. Payment of B-permit and R-Permit fees;
   b. Submittal of proof of payments, including supporting backup documentation, for all project related costs;
   c. Submittal of lien releases from all contractors and subcontractors;
   d. Submission of a Maintenance Plan for the improvements in the public right-of-way; and,
   e. Submission of signed released forms from each artist involved, which will provide evidence that each artist has received full and fair compensation for the work and releases the City from any and all future liability (Exhibit G);
   f. Written confirmation submitted by the CONSULTANT that they have received all assurances, and warranties for the project from the construction contractor.
   g. Upon verification by BOE of the following:
      i. That all employees of the General Contractor and all sub-contractors were paid appropriately (i.e. prevailing wage, living wage and/or minimum wage);
      ii. The number of employees (i.e. General Contractor, all subcontractors, and CONSULTANT staff) working on the Project that reside locally; and,
      iii. Final close-out fiscal report as required by the City within forty-five (45) days of completion of the Project. The report should include the following:
         • Evidence from the applicable governmental agencies that the work was performed per required codes such as Notice of Completion, Certificate of Occupancy or Certificate of Completion, as appropriate, etc.;
         • A statement that the contracted work has been completed generally in accordance with the plans and specifications previously approved by the Department of Public Works; and,
         • A statement indicating the use of the funds and final close-out fiscal report showing final expenditures, including supporting documents.
B. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to establish the amount of such invoices for allowable expenses. To expedite the approval process, the CONSULTANT is encouraged to submit draft invoices for review before submitting a final invoice.

C. During the term of this agreement, the CONSULTANT shall require the General Contractor, within five (5) working days after the close of the work week, submit to the City, all certifications, weekly payroll forms, employment utilization forms, code inspection reports, sign-offs, and other related documents that are required by the City. It is understood that failure to adhere to the reporting requirements may delay release of construction funds.

§403 Limitation of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement unless specifically allowed hereunder, or subsequent to suspension or termination of this Agreement.

B. Expenditure shall be made in conformance with the PAYMENT SCHEDULE, and shall meet criteria established for “allowable costs” under §401 of this Agreement. Expenditures shall not be made on “non-allowable costs” as established under §401 of this Agreement.

C. Expenditures shall be in direct support of the Project that is the subject of this Agreement. Expenditures for improvements that are on private property (such as facade improvements) shall require one of the following:

1. A finding of public benefit approved by the City Council prior to the expenditure of any funds on private property; and/or,
2. A comparable financial benefit provided to the City for any expenditure of funds. This benefit shall be confirmed in writing by BOE and City Attorney prior to commitment to fund improvements on private property.

D. Any payment of funds shall be used exclusively for the activities set forth under this Agreement and shall not be commingled with other funds from other sources administered by the CONSULTANT.

§404 Return of Unexpended Funds and Close-outs

A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from City’s future payment to CONSULTANT.

B. On or before the date specified in §105 Term of Agreement and Time of Performance of this Agreement, the CONSULTANT shall submit to the City, a complete and accurate final close-out invoice of costs eligible for payment under this Agreement.
Failure by the CONSULTANT to comply with this requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in Article V - Remedies of this Agreement.

§405 Schedule of Payments

The CONSULTANT, upon submittal of an acceptable invoice and required documents as set forth under the Disbursement section of §402 Disbursement, shall be paid or reimbursed based upon the PAYMENT SCHEDULE as specified in Exhibit E or as amended by the City.

The CONSULTANT shall require the General Contractor to submit to the CONSULTANT, the Architect, and the City a Proposed CONSTRUCTION PAYMENT SCHEDULE and updated CONSTRUCTION PAYMENT SCHEDULES as described in §608 Construction Subcontracts.

§406 Withheld Payments

A. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questionable expenditures or indebtedness to the City arising from past or present agreements between the City and the CONSULTANT. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

B. Payments to the CONSULTANT may be withheld by the City if the CONSULTANT fails to comply with the provisions of this Agreement, including but not limited to all requirements under applicable prevailing wage laws.

§407 Audits and Inspections

At any time during normal business hours and as often as the City or State may deem necessary, the CONSULTANT shall make available for examination and audit, all of its records that support all matters covered by the Agreement. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§408 Documentation of Construction Expenditures

Construction expenditures shall be supported and verified by properly executed General Contractor and subcontractors’ payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders or other accounting documents shall be clearly identified and readily accessible. The City may require additional substantiation of costs before making payment. All evidence of costs incurred or to be incurred shall identify or
bear identification of the budget account to be charged.

§409 Maintenance of Records

A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years with the following qualifications:

1. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. When records are requested and transferred to be maintained by the City, the 3-year retention requirement is not applicable to the CONSULTANT.

B. The retention period starts following (1) final payment made by CITY, (2) the expiration of this contract, or (3) termination of this Contract.

C. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City. The records will be subject to examination and audit by authorized CITY personnel or CITY’S representatives at any time.

D. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§410 Reporting Requirement

A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement.

B. For any exceptions to the provision of this Section, the CONSULTANT shall have obtained written approval from the City.

C. If the CONSULTANT’s reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the CONSULTANT or to impose other sanctions, at the City’s sole discretion.

§411 Validity of Financial Documentation Submission

Financial reports required to be prepared and submitted by the CONSULTANT to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the CONSULTANT secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the CONSULTANT and are not to be reimbursed from the funds authorized by this Agreement, unless
specifically agreed to between the CONSULTANT and the City in a written agreement.

V. REMEDIES

§501 Breach

A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§502 Defaults

A. Should the CONSULTANT fail for any reason(s) to comply with the contractual obligations of this Agreement, the City reserves the right to exercise any of the following remedies:

1. Reduce the total budget and funding to conform to the CONSULTANT’s actual performance.

2. Suspend project operations in accordance with §504 Suspension of the Agreement.

3. Terminate the Agreement in accordance with §505 Termination of this Agreement.

4. Recover spent funds.

5. Assume the management of activities covered under this Agreement, either directly or by contract.

6. Direct CONSULTANT to assert any applicable rights under the Performance Bond and Payment Bond from its construction subcontractor that may be necessary in order to complete the Project.

B. The City shall provide written notice of default to the CONSULTANT as provided in this Agreement and the CONSULTANT shall have fifteen (15) calendar days to cure the default. In the event the CONSULTANT fails to cure the default within fifteen (15) calendar days, City may avail itself of all right or remedies available at law or equity, including but not limited to those referred to in this Agreement. In the event the CONSULTANT commences to cure default which reasonably requires more than fifteen (15) days to cure and the CONSULTANT diligently pursues curing the default, the CONSULTANT will not be held in default so long as the CONSULTANT is diligently

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pursuing their actions to cure and completing the cure in a reasonable time period.

**§503 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the CONSULTANT shall immediately notify all affected employees and participants and shall notify in writing all other parties contracted under the terms of this Agreement within five (5) working days.

**§504 Suspension**

A. The City may suspend all or part of the project operations for failure of the CONSULTANT to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

C. Within five (5) working days, the CONSULTANT shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the CONSULTANT is not fully insured in compliance with §619 Insurance of this Agreement. Performance shall not resume without the prior written approval of the City.

**§505 Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in §639, if CONSULTANT fails to perform any of the provisions...
of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONSULTANT written notice of the default. CITY’S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY’S default notice may offer CONSULTANT an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY’S sole discretion, CITY may accept or reject CONSULTANT’S plan. If the default cannot be cured or if CONSULTANT fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONSULTANT’S breach of this Contract.

2. If the default under this Contract is due to CONSULTANT’S failure to maintain the insurance required under this Contract, CONSULTANT shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant’s obligation to suspend performance of services. CONSULTANT shall not recommence performance until CONSULTANT is fully insured and in compliance with CITY’S requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.

4. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY’S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. CONSULTANT shall immediately notify CITY if CONSULTANT or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws (“Act of Moral Turpitude”).

b. If CONSULTANT or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If CONSULTANT or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONSULTANT an opportunity to present evidence of CONSULTANT’S ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by
Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONSULTANT.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONSULTANT was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, CONSULTANT shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

VI. GENERAL TERMS AND CONDITIONS AND CONTRACTING PROVISIONS

§601 General

The following specifically identified exhibits and attachments shall hereby be incorporated herein by reference.

§602 Construction of Provisions and Titles Herein

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

§603 Applicable Law, Interpretation and Enforcement

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

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

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

§604 Competitive Proposal Requirement

Upon the execution of Agreement, any new subcontracts entered into by the CONSULTANT exceeding the amount of One Hundred Thousand Dollars ($100,000) shall be let only by competitive proposals, except where using a sole supplier of services or materials, which is justified and approved in advance by the City. The CONSULTANT shall submit to the City evidence that it has received a minimum of three (3) verifiable proposals for such subcontract and justification for selection of the successful proposer or documentation to support the fact of the sole supplier. Consideration shall be given to local proposers and/or proposers with a demonstrated record of hiring local workers. Records shall be maintained by the CONSULTANT showing the successful proposer or documentation to support the fact of the sole supplier. Records shall be maintained by the CONSULTANT showing the parties solicited and the proposals submitted.

§605 Compliance with Prevailing Wages Laws

The CONSULTANT warrants and certifies that any contract awarded hereunder will require the Contractor to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the
The contract shall provide for the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of these rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 847-1922.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Email Statistics@dir.ca.gov.

The contractor shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the contractor shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

The contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2662.

§606 Compliance with Statutes and Resolutions

A. The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City's non-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the CONSULTANT for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Applicable statutes, rules, or regulations may include, but are not limited to, the
following:

1. Clean Air Act, as amended (42 USC 1857, *et seq.*);
2. Federal Pollution Control Act, as amended (33 USC 1251, *et seq.*);
3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;

§607 Conflict of Interest

A. The CONSULTANT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the contractor or subcontractor; or where the selection of contractors or subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person’s immediate family, or partner, or organization has a financial interest in the subcontract;

2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 *et seq.* If such person were a public officer, because such person would have a “financial or other interests” in the subcontract.

B. Definitions

1. The term “immediate family” includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.

2. The term “financial or other interest” includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a
commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The CONSULTANT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The CONSULTANT shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the CONSULTANT.

E. Prior to obtaining the City’s approval of any subcontract, the CONSULTANT shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the CONSULTANT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.

G. The CONSULTANT warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

H. The CONSULTANT covenants that no member, officer or employee of the CONSULTANT shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The CONSULTANT shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term "subcontractor" for the term “CONTRACTOR” or “CONSULTANT.”

§608 Construction Subcontracts

A. If the CONSULTANT has already selected and entered into a contract with a construction subcontractor to assist in the performance of this Agreement prior to the execution of this Agreement, then the CONSULTANT shall obtain City’s written approval within 10 business days from the date of execution of this Agreement.
B. Applicable labor standard provisions including assurances that the construction subcontractor shall pay all his/her employees based upon prevailing wages and the General Conditions shall be a part of all construction subcontracts awarded pursuant to this Agreement.

C. The construction subcontract shall require the construction subcontractor to comply with the provisions under §202 Specific Requirements.

D. Upon award of the construction subcontract, the construction subcontractor shall develop and submit to the CONSULTANT, the Architect, and the City a Proposed CONSTRUCTION PAYMENT SCHEDULE of Work for approval before starting the construction work. The Proposed CONSTRUCTION PAYMENT SCHEDULE of Work shall describe in details the sequence of the cost loaded construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

E. CONSULTANT will require the construction subcontractor to provide a Performance Bond in the amount of 100% of the contract amount and in a form acceptable to the CITY to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract. CONSULTANT will also require the construction subcontractor to provide a Payment Bond in the amount of 100% of the contract amount and in a form acceptable by the CITY to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the subcontractor in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid and shall otherwise comply with the Civil Code.

F. If the construction subcontractor desires to make a major change in the PAYMENT SCHEDULE after commencing, or if the PAYMENT SCHEDULE fails to reflect the actual progress, the construction subcontractor shall submit to the CONSULTANT, the Architect, and the City a revised PAYMENT SCHEDULE in advance of beginning revised operations.

§609 Subconsultant/subcontractor Services

For any new subcontracts entered into after the execution of this Agreement, the CONSULTANT shall submit to the City the following items:

1. The solicitation for proposals, if required pursuant to §604 (or sole source justification).

2. The list of persons or firms to which the solicitation announcement was sent if required pursuant to §604.
3. A minimum of three proposals (if required pursuant to §604).

4. Specific reasons for the selection of the prospective subcontractor. A resume or job application which fully describes the subcontractor’s previous experience, particularly as it relates to the services to be performed under the subcontract.

5. The proposed subcontract which includes the following:
   a. Full description of the work activities that will be performed by the subcontractor.
   b. The length of time the subcontractor will be retained.
   c. The fee to be paid to the subcontractor indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

§610 Consultant Personnel

A. The CONSULTANT shall employ persons meeting the qualifications for those positions they hold.

B. With prior written approval from the City, the CONSULTANT may use funds provided under this Agreement to pay for labor costs for the CONSULTANT’s own employees that perform maintenance, design or construction services specifically for the Project.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

§611 Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the CONSULTANT enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§612 Intentionally Not Used

§613 Claims for Labor and Materials

CONSULTANT shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Agreement.

§614 Indemnification

Except for the active negligence or willful misconduct of the City or any of their boards,
officers, agents, employees, assigns and successors in interest, the CONSULTANT shall
defend, indemnify and hold harmless the City, State, and any of their boards, officers,
agents, employees, assigns, and successors in interest from and against all lawsuits and
causes of action, claims, losses, demands and expenses, including, but not limited to,
attorney's fees (both in house and outside counsel) and cost of litigation (including all
actual litigation costs incurred by the City and/or State, including but not limited to, costs
of experts and consultants), damages or liability of any nature whatsoever, for death or
injury to any person, including the CONSULTANT’s employees and agents, or damage
or destruction of any property of either party hereto or of third parties, arising in any
manner by reason of an act, error, or omission by the CONSULTANT, subcontractors of
any tier, or their boards, officers, agents, employees, assigns, and successors in interest
in connection with the performance of this Agreement. The rights and remedies of the
City and/or State provided in this Section shall not be exclusive and are in addition to any
other rights and remedies provided by law or under this Agreement. This provision will
survive expiration or termination of this Agreement.

§615 Intellectual Property Indemnification

The CONSULTANT, at its own expense, shall defend, indemnify, and hold harmless the
City and State and any of their boards, officers, agents, employees, assigns, and
successors in interest from and against all lawsuits and causes of action, claims, losses,
demands and expenses, including, but not limited to, attorney's fees (both in house and
outside counsel) and cost of litigation (including all actual litigation costs incurred by the
City and State including but not limited to, costs of experts and consultants), damages or
liability of any nature arising out of the infringement, actual or alleged, direct or
contributory, of any intellectual property rights, including, without limitation, patent,
copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or
in any design, medium, matter, article, process, method, application, equipment, device,
instrumentation, software, hardware, or firmware used by the CONSULTANT, or its
Subcontractors, in performing the work under this Agreement; or (2) as a result of the
City's actual or intended use of any Work Product (as defined in §618 Ownership and
License) furnished by the CONSULTANT, or its subcontractors of any tier, under this
Agreement. The rights and remedies of the City provided in this Section shall not be
exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§616 Intellectual Property Warranty

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

§617 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not,
created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by CONSULTANT or its Subconsultants under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate.

CONSULTANT hereby assigns to CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. CONSULTANT further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein. CONSULTANT agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause CITY irreparable harm. CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude CITY from seeking or obtaining any other relief to which CITY may be entitled.

For all Work Products delivered to CITY that are not originated or prepared by CONSULTANT or its Subconsultants under this Contract, CONSULTANT shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONSULTANT relating to this Contract shall include this provision to contractually bind its Subconsultants performing work under this Contract such that CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.

§618  Data Protection

A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The CONSULTANT shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONSULTANT’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONSULTANT shall
begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the City’s satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City’s sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the City and State and defend against any resulting actions.

§619 Insurance

During the term of this Agreement and without limiting the CONSULTANT’s obligation to indemnify, hold harmless and defend the City and State the CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (Exhibit A – Insurance Requirements attached hereto). The insurance must: (1) conform to the City’s requirements; (2) comply with the Insurance Contractual Requirements (Exhibit A attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto and made a part of this Agreement.

§620 Limitations of Corporate Acts

The CONSULTANT shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §107 Compensation herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The CONSULTANT shall notify the City immediately in writing of any change in the CONSULTANT’s organizational name.

§621 Limitations of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement, during suspension or subsequent to termination of this Agreement.

B. Expenditures shall be made in conformance with the City approved PAYMENT SCHEDULE and shall meet criteria established for allowable costs under §401 Allowable and Unallowable Costs of this Agreement.
§622 Lobbying Prohibited

A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

B. The CONSULTANT and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT.

§623 Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, The CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Agreement.

Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§624 Business Inclusion Program

To the fullest extent possible in the administration of this Agreement, CONSULTANT agrees to provide opportunities for Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EAE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms to participate in procurements under this Agreement whenever possible.

§625 Permits
The CONSULTANT and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONSULTANT’s performance of this Agreement and shall pay any fees required therefore. The CONSULTANT shall immediately notify within two (2) business days, the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONSULTANT’s performance of this Agreement.

CONSULTANT shall comply with the Revocable Permit Conditions for the Project and bear any costs in order to comply. In the event that artwork is removed or damaged in the public right of way, CONSULTANT shall maintain or repair the artwork at no cost to the City. If CONSULTANT chooses to remove physical artwork (i.e. exhibit or sculpture), then the structure shall be removed, and the right-of-way restored as per instructions included in the Revocable Permit. CONSULTANT shall provide the City at least 60 days notice prior to removal of any physical artwork associated with the Project.

§626  Los Angeles City Business Tax Registration Certificate Required

For the duration of this Agreement, the CONSULTANT shall maintain valid Business Tax Registration Certificate(s) as required by the City’s Business Tax Ordinance, Section 21.00 et seq., of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

§627  Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

§628  Assignment and Delegation

The CONSULTANT may not, unless it has first obtained the written permission of the City:

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

§629  Prohibition of Legal Procedures

The CONSULTANT is prohibited from using the funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§630  Public Information

In all communications with the press, television, radio or any other means of
communicating with the general community as deemed appropriate by CONSULTANT, the communication shall make specific reference to the City of Los Angeles and State as a/the sponsoring agency of the Project.

§631  Restriction on Disbursements

No money received pursuant to this Agreement by the CONSULTANT shall be disbursed to any subcontractor except pursuant to a written contract in accordance with the provision of this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§632  Confidentiality

All documents, information and materials provided to the CONSULTANT by the City or developed by the CONSULTANT pursuant to this Agreement (collectively “Confidential Information”) are confidential. The CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The CONSULTANT shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Agreement.

§633  Subcontracts

A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and subcontracts.

B. Subcontracts entered into in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement. These provisions include, but are not limited to the following

   a. City of Los Angeles Worker Retention and Living Wage Ordinance. Section 10.36 et seq., and Section 10.37 et seq., of the Los Angeles Administrative Code (LAAC).
   b. City of Los Angeles First Source Hiring Ordinance. Section 10.44 et seq., of the Los Angeles Administrative Code
   c. City of Los Angeles Contractor Responsibility Ordinance. Section 10.40 et seq., of the Los Angeles Administrative Code
   d. Iran Contracting Act of 2010 Compliance Affidavit.
   e. City Contractors’ Use of Criminal History for Consideration of Employment Applications. Section 10.48 of the Los Angeles Administration Code.
   f. City of Los Angeles Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions. (Section 10.8 of the Los Angeles
2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§634 Amendments

A. Either party may request an amendment to this Agreement. Amendments to this Agreement must be mutually agreed in writing and properly executed by both the City and the CONSULTANT.

§635 Waivers

A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the CONSULTANT.

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

§636 Complete Agreement

This Agreement and the exhibits incorporated herein by reference contain the full and complete agreement between the two parties. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§637 Number of Originals and Exhibits and Counterparts

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

This Agreement may be executed, including electronic signatures, in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

§638 Severability
If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

§639 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party’s Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and Subcontractor, and without any fault or negligence of either of them. In such case, the CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONSULTANT to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event the CONSULTANT's delay or failure to perform arises out of a Force Majeure Event, the CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§640 Child Support Assignment Orders

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

Pursuant to LAAC Section 10.10(b), the failure of CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Or Notices Of Assignment, or the failure Of any Principal Owner(s) of
CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Contract. Failure of the CONSULTANT to cure the default within ninety days of notice of such default by the CITY shall subject this Contract to termination.

Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONSULTANT to obtain compliance of its subcontractors shall constitute a default by CONSULTANT under this Contract. Failure of the CONSULTANT to cure the default within ninety days of notice of such default by the CITY shall subject this Contract to termination.

CONSULTANT certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

§641 Living Wage Ordinance

Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time, and CONSULTANT agrees to comply with all applicable provisions. CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. A violation of this article shall constitute a material breach thereof and entitle the Awarding Authority to terminate this Contract and otherwise pursue legal remedies that may be available.

The Living Wage Ordinance is incorporated herein. The text of Ordinance is available at the City’s website www.lacity.org.

§642 Worker Retention Ordinance

Unless otherwise exempt, this Contract is subject to all applicable provisions of the Service Contractor Worker Retention Ordinance, LAAC 10.36 et seq., as amended from time to time and CONSULTANT agrees to comply with such applicable provisions. A violation of these provisions shall entitle the CITY to terminate the Contract and otherwise pursue legal remedies that may be available.

The Service Contractor Worker Retention Ordinance is incorporated herein. The text of the Ordinance is available at the City’s website www.lacity.org.

§643 Access and Accommodations

The CONSULTANT represents and certifies that:

B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability;

C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONSULTANT understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§644 Contractor Responsibility Ordinance

CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

§645 Iran Contracting Act of 2010

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

§646 Warranty and Responsibility of Consultant

The CONSULTANT warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONSULTANT’s or its subcontractors’ profession, doing the same or similar work under the same or similar circumstances.

§647 Slavery Disclosure Ordinance
CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Contract must include an identical provision.

§648 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the Contract is valued at $100,000 or more and requires approval by an elected CITY office, the CONSULTANT, the CONSULTANT’S principals, the CONSULTANT’S subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those subcontractors (the “Restricted Persons”) are obligated to fully comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve (12) months after this Contract is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with a subcontractor expected to receive at least $100,000 for performance under this Contract.

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_________. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve (12) months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

§649 Limitation of City’s Obligation to Make Payment to Consultant

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the CONSULTANT unless the City shall have first made an appropriation of funds from equal to or in excess of its obligation to make any payments as provided in this Agreement. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases
made by the CONSULTANT or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

§650  Compliance with Identity Theft Laws and Payment Card Data Security Standards

The CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

§651  Intentionally Not Used

§652  Possessory Interests Tax

Rights granted to the CONSULTANT by the City may create a possessory interest. The CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONSULTANT shall pay the property tax. The CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§653  Contractors Use of Criminal History for Consideration of Employment Applications

CONSULTANT shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§654  Disclosure of Border Wall Contracting Ordinance

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 et seq., ‘Disclosure of Border Wall Contracting.’ City may terminate this Agreement at any time if City determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.
§656 First Source Hiring Ordinance

CONSULTANT shall comply with the First Source Hiring Ordinance, Los Angeles Administrative Code Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§657 Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONSULTANT shall comply with California Public Resources Code Section 5164 and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONSULTANT is required to have all employees, volunteers and Subconsultants (including all employees and volunteers of any Subconsultant) of CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at CONSULTANT’S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§658 COVID-19 Vaccination Requirements – Ordinance No. 187134

Employees of CONSULTANT and/or persons working on its behalf, including, but not limited to, subconsultants (collectively, “CONSULTANT Personnel”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, “In-Person Services”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Consultant Personnel to perform In-Person Services, CONSULTANT shall obtain proof that such CONSULTANT Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The CONSULTANT shall grant medical or religious exemptions to CONSULTANT Personnel as required by law.
IN WITNESS WHEREOF, the parties hereto have executed Agreement on the day and year written below:

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

By: __________________________
Assistant City Attorney

Date: __________________________

FOR THE CITY OF LOS ANGELES
APPROVED AND AGREED TO:

By: __________________________
Mike Davis
President Pro Tempore, Board of Public Works

Date: __________________________

ATTEST:
HOLLY L. WOLCOTT
City Clerk

By: __________________________
Deputy City Clerk

Date: __________________________

FOR THE CITY OF LOS ANGELES
APPROVED AND AGREED TO:

By: __________________________
Gary Lee Moore
City Engineer

Date: __________________________

FOR THE CONSULTANT:
LOS ANGELES NEIGHBORHOOD INITIATIVE
APPROVED AND AGREED TO:

By*: Veronica Hahni
Print Name: Veronica Hahni
Print Title: Executive Director
Date: March 4, 2022

* The signature of President, Chairman of the Board, or Vice President is required here.

City of Los Angeles Business Tax Registration Certificate No.: 0000154068-0001-3
Council File No.: CF-141174
"TRANSMITTAL NO. 3 Olympic Gateway Contract 02-10-2022 CN DT" History

Document created by Franci Levine-Grater (franci@lani.org)
2022-03-04 - 6:36:42 PM GMT - IP address: 47.229.65.15

Document emailed to Veronica Hahni (veronica@lani.org) for signature
2022-03-04 - 6:37:11 PM GMT

Email viewed by Veronica Hahni (veronica@lani.org)
2022-03-04 - 6:58:20 PM GMT - IP address: 108.237.139.225

Document e-signed by Veronica Hahni (veronica@lani.org)
Signature Date: 2022-03-04 - 6:58:51 PM GMT - Time Source: server - IP address: 108.237.139.225

Agreement completed.
2022-03-04 - 6:58:51 PM GMT
Required Insurance and Minimum Limits

Name: Los Angeles Neighborhood Initiative (LANI) _______________________________ Date: 08/06/2020

Agreement/Reference: Design and construct an illuminated cultural gateway

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

Limits

☐ Workers’ Compensation - Workers’ Compensation (WC) and Employer's Liability (EL)

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers
☐ EL $1,000,000
☐ Jones Act

☐ General Liability City of Los Angeles must be named as an additional insured party.

☐ Products/Completed Operations ☐ Sexual Misconduct
☐ Fire Legal Liability

☐ Automoble Liability (for any and all vehicles used for this contract, other than commuting to/from work)

☐ Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery
☐ Flood ☐ Builder’s Risk
☐ Earthquake

☐ Pollution Liability

☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

☐ Crime Insurance

Other: LANI shall require the construction subcontractor (General Contractor) to provide a Performance Bond and a Payment Bond in the amount of 100% of the contract amount and in a form acceptable to the CITY to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects and to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work.
CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and it implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number ____________________________

CONTRACTOR/BORROWER/AGENCY
Los Angeles Neighborhood Initiative

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Veronica Hahni, Executive Director

SIGNATURE ________________
Veronica Hahni

DATE ________________
March 16, 2022
CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor’s fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Los Angeles Neighborhood Initiative; 800 Figueroa Ste 670; Los Angeles CA 90017

Company Name, Address and Phone Number

Veronica Hahni 2/28/22

Signature of Officer or Authorized Representative  Date

Veronica Hahni, Executive Director

Print Name and Title of Officer or Authorized Representative

Bureau of Engineering

Awarding City Department  Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/07/2014)
CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Los Angeles Neighborhood Initiative

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Contractor’s License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>800 Figueroa St, Ste 670</td>
<td>Los Angeles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anna Apostolos, Director of Neighborhood Improvement Projects</td>
<td>714-928-4922</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact Person, Title              Phone          Fax

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.


☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated ____/_____/____ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. “Firm” includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 2/15/1994. State of incorporation: CA

List the corporation’s current officers.

President: Marian Bell

Vice President: ______________

Secretary: Emily Gabel-Luddy

Treasurer: Allan D Kotin
List all the stock owners who own 5% or more of the corporation’s stock. Publicly traded corporations do not need to list its stock owners.

(Use this space. If you need additional space, you can attach a document)

☐ Partnership: Date formed: _____/_____/_____ State of formation: ____________
List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ Sole Proprietorship: Date started: _____/_____/_____  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

☐ Joint Venture: Date formed: _____/_____/_____  
(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered a responsive bid.

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   ☐ Yes ☑ No

   If Yes, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

   (Use this space. If you need additional space, you can attach a document)
2. Have any of your firm’s owners, partners, or officers operated a similar business in the past five years?
   □ Yes [x] No

   If Yes, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

   (Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
   □ Yes [x] No

   If Yes, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

   (Use this space. If you need additional space, you can attach a document)

4. Are any of your firm’s contractor licenses held in the name of a corporation or partnership?
   □ Yes [x] No

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

   (Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied construction bonding?
   □ Yes [x] No

   If Yes, explain the circumstances surrounding each instance.

   (Use this space. If you need additional space, you can attach a document)
6. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?
   □ Yes ☑ No
   If Yes, explain the circumstances surrounding each instance.
   (Use this space. If you need additional space, you can attach a document)

7. Is your firm in the process of, or in negotiations toward, being sold or dissolved?
   □ Yes ☑ No
   If Yes, explain the circumstances.
   (Use this space. If you need additional space, you can attach a document)

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm’s behalf?
   □ Yes ☑ No
   If Yes, explain the circumstances surrounding each instance.
   (Use this space. If you need additional space, you can attach a document)

9. Indicate the status of your firm’s current workers’ compensation insurance policy (check one):
   ☑ Workers’ Compensation Insurance Policy Currently in Effect
   □ Legally Self-Insured
   □ No Workers’ Compensation Policy Currently in Effect*
   *If you do not have a worker’s compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation.
   (Use this space. If you need additional space, you can attach a document)
10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers’ compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR-1). If any of the rates for the three years is or was 1.00 or higher, provide an explanation below.

YR. 1: ___ EMR-1: ___ YR 2: ___ EMR-2: ___ YR. 3: ___ EMR-3:

(Use this space. If you need additional space, you can attach a document)

11. Within the past five years, has your firm employed workers that were not covered under workers’ compensation insurance or state approved self-insurance?

☐ Yes ☑ No

If Yes, explain each instance. If No, attach a statement from your workers’ compensation insurance provider that you have been continuously insured for the past five years.

(Use this space. If you need additional space, you can attach a document)

F. PERFORMANCE HISTORY

12. How many years has your firm been in operation? _______ Years.

13. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☑ Yes ☐ No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

DPW Green Study Conceptual Plan $200,000- 2020-2021  HCID- CD6 CDBG Sidewalk Repair -$1,022,546- 2015-2018 
HCID- CD8 CDBG Sidewalk Repair -$1,775,649- 2015-2018  HCID- CD8 NIF Sidewalk Repair -$250,000- 2015-2018  

14. List all contracts that require similar work as the current bid/proposal in which your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. If your firm has had more than 10 contracts with similar work with any private or other governmental entities, then use the 10 more recent (and most similar) contracts. For each contract listed in response to this question,
include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

KYCC- CD14 Sidewalk Repair - $750,000 2019-2023 First 5 LA - Park reconstruction - $1,000,000 - 2012-2013

15. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to its completion?

☐ Yes ☑ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

16. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ☑ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☑ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor’s Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ☑ No

If Yes, please enter the date of the Notice(s).
G. DISPUTES

18A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check Yes only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?
   □ Yes □ No

(b) Work performance on a contract?
   □ Yes □ No

(c) Employment-related litigation brought by an employee?
   □ Yes □ No

18B. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s), the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

19. Does your firm have any outstanding judgments pending against it?
   □ Yes □ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm been assessed liquidated damages on a contract?
   □ Yes □ No

If Yes, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)
H. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

21A. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 12:

☐ Yes ☒ No

21B. If Yes, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

22. Within the past five years, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

23. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)
24A. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

(Use this space. If you need additional space, you can attach a document)

24B. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

25A. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm.

   (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

      □ Yes  X  No

   (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

      □ Yes  X  No

   (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a false claim or material misrepresentation to any governmental entity or public utility?

      □ Yes  X  No

25B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the
bidding of a government contract, the awarding of a government contract, the performance of a
government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes  ☑ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
TERMS OF ACCEPTANCE AND SIGNATURE:
I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:

Veronica Hahn
3/16/22

Signature Date

[ ] I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or “wet” signature. Once signed electronically, this document is considered original and legally binding.
ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21A

Check **Yes** in response to Question No. 21A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

California’s Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California’s Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice

**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
NOTICE TO APPLICANTS & EMPLOYEES
FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

This Employer is subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO) (LAMC 189.00).

THESE ARE YOUR RIGHTS…

1. Employers cannot inquire about or seek information about an Applicant’s Criminal History until after a Conditional Offer of Employment has been made to the Applicant*.
   ✓ This includes job solicitations and applications or during any conversations or interviews

2. If an Employer decides to rescind an offer of employment based on information discovered during the criminal background check, the Employer is required to perform an Individualized Assessment.
   ✓ Individualized Assessment - a written assessment that effectively links the specific aspects of the Applicant’s Criminal History with risks inherent in the duties of the Employment position sought by the Applicant.
   ✓ If the offer is rescinded, the Applicant must receive:
     o Written notification
     o Copy of the Individualized Assessment, and
     o Copies of any documentation used in the Employer’s decision

3. The Applicant has the right to the Fair Chance Process.
   ✓ The Applicant has the opportunity to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer’s assessment, such as evidence of rehabilitation or other mitigating factors.
   ✓ The Employer is required to hold the job open for at least five (5) days from the date notification of a rescinded offer of employment to allow an Applicant to submit such documentation, and, the Employer is required to review any documentation in order to reassess their decision.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:
City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (844) WagesLA – Email: WagesLA@lacity.org

*Note: Not all Applicants/Employees are covered under the FCIHO. Please see ordinance (LAMC 189.00) for more details.

Form FCIHO, Rev. 12/16
AVISO PARA SOLICITANTES Y EMPLEADOS
ORDENANZA DE LA INICIATIVA DE OPORTUNIDAD JUSTA PARA LA CONTRATACIÓN

Éste empleador está sujeto a la Ordenanza de la Iniciativa de Oportunidad Justa Para la Contratación (Fair Chance Initiative for Hiring Ordinance) (FCIHO) (LAMC 189.00).

ÉSTOS SON SUS DERECHOS...

1. Los empleadores no deben preguntar al solicitante sobre los antecedentes penales hasta después de que se le ha dado al solicitante una oferta condicional de empleo.

    ✓ Ésto incluye solicitudes y solicitudes de empleo o durante cualquier tipo de conversaciones o entrevistas

2. Si el empleador decide revocar la oferta de empleo como resultado de la investigación de antecedentes, el empleador está obligado a realizar una evaluación individualizada.

    ✓ Evaluación Individualizada – Un análisis por escrito de las funciones y responsabilidades del trabajo, los antecedentes penales del solicitante, y cualquier otro factores que pueden afectar a la decisión de contratación.

    ✓ Si se retiró la oferta, el solicitante debe recibir:
        o Un aviso por escrito
        o Una copia de la evaluación individual, y
        o Copias de todos los documentos que el empleador utilizó a llegar a la decisión

3. El solicitante tiene el derecho al proceso de la Oportunidad Justa.

    ✓ El solicitante tiene cinco (5) días desde la fecha cuando recibió el aviso de retiro de oferta para juntar y entregar documentos que muestre la prueba de rehabilitación y/o errores en la investigación de antecedentes. Se requiere que los empleadores examinen cualquier documentación presentada para reexaminar su decisión.

PARA MÁS INFORMACIÓN O ASISTENCIA, PUEDE LLAMAR A:
City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Teléfono: (213) 847-2626 – Email: WagesLA@lacity.org

*La nota: No todos los solicitantes/empleados están cubierto bajo el FCIHO. Consulte con la ordenanza (LAMC 189.00) para más detalles.
# MILESTONE DESCRIPTION

Milestone 1: Submit 100% plans to permit office(s) for permit(s) approval
Milestone 2: LAND submits Full Payment for Relocation of DWP Utility Pole Complete
Milestone 3: Receive approval of all required permits
Milestone 4: Receive Notice of Completion issued by the BOE. (Construction progress payments will be based on construction percent complete in the field as verified by BOE)
Milestone 5: All conditions for final payment are met per contract

## DESIGN / ENGINEERING (JFAK)

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Cost</th>
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<td>5 Structural Engineering</td>
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<td>7 Lighting</td>
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<tr>
<td>8 Architecture Permitting, Coordination</td>
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## CONSTRUCTION MANAGEMENT (BERG & ASSOCIATES)

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## CONSTRUCTION

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## DESCRIPTION OF ESTIMATED PROJECT COSTS

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<th>Milestone 1</th>
<th>Milestone 2</th>
<th>Milestone 3</th>
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## TOTAL: $3,630,933.00

### Board of Public Works Meeting - June 1, 2022 - PAGE 481
KOREATOWN GATEWAY

PROJECT TEAM

ARCHITECTURAL: JOHN FRIEDMANN ALICE
KIMM ARCHITECTS

CONTACT: ALICE KIMM
323 4TH STREET, SUITE 820
LOS ANGELES, CA 90013
TELEPHONE: 213.627.1822
FACSIMILE: 213.627.1821
EMAIL: akimm@jfak.net

LIGHTING: KAPLAN GEHRING MCCARROLL
ARCHITECTURAL LIGHTING

CONTACT: JOHN MARTIN
270 CORAL CIRCLE
EL SEGUNDO, CA 90245
TELEPHONE: 310.552.2191
FACSIMILE: 310.552.2192
EMAIL: jmartin@kgmlighting.com

LED INFORMATION: RGBLIGHTS, INC.

CONTACT: BRETT GARDNER
6430 NORTH HAMLIN AVENUE
LINCOLNWOOD, IL 60712
TELEPHONE: 312.421.6080
FACSIMILE: 312.421.6560
EMAIL: brett@rgblights.com

PROJECT TEAM

STRUCTURAL: BURO HAPPOLOD

CONTACT: BURO HAPPOLOD
800 WILSHIRE BOULEVARD, 16TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: 310.945.4800
FACSIMILE: 310.558.9697
EMAIL: nicholas.strachan@burohappold.com

ELECTRICAL: BURO HAPPOLOD

CONTACT: BURO HAPPOLOD
800 WILSHIRE BOULEVARD, 16TH FLOOR
LOS ANGELES, CA 90017
TELEPHONE: 310.945.4800
FACSIMILE: 310.558.9697
EMAIL: nicholas.strachan@burohappold.com

GEOTECHNICAL: LEIGHTON CONSULTING INC.

CONTACT: VINCENT IP
611 NORTH WILSHIRE BOULEVARD, SUITE 1404
LOS ANGELES, CA 90017
TELEPHONE: 213.542.1682
FACSIMILE: 213.892.1563
EMAIL: vip@leightongroup.com

LIGHTING: LEIGHTON CONSULTING INC.

CONTACT: VINCENT IP
611 NORTH WILSHIRE BOULEVARD, SUITE 1404
LOS ANGELES, CA 90017
TELEPHONE: 213.542.1682
FACSIMILE: 213.892.1563
EMAIL: vip@leightongroup.com

CONSTRUCTION DOCUMENTS:
KOREATOWN GATEWAY
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
9 10 11 13
12 14 15 16

WORK ORDER NO.
PLAN FILE NO.
SHEET SHEETS
DRAWING NO.

REVISIONS:
BY:
DATE:

ADDRESS:

NO.
INDEX NO.

CITY ENGINEER
GARY LEE MOORE, PE, ENV SP

ACCEPTED BY:
DEPUTY CITY ENGINEER / PROGRAM MANAGER

DATE

OF

100% CONSTRUCTION DOCUMENTS

KOREATOWN GATEWAY
VICINITY MAP

THOMAS GUIDE PAGE 633, GRID J4
NOT TO SCALE
NOTICE TO CONTRACTORS

1. DRAWINGS, SEQUENCES, CONSTRUCTION SCHEDULES, RELATED DOCUMENTS AND THE STANDARDS SPECIFICATIONS WEAR THE CURBSTONE CONTRACTOR AGREEMENT AND STANDARD PLANS FOR THIS PROJECT.

2. ADDITIONAL TO DRAWINGS, SEQUENCES, CONSTRUCTION SCHEDULES, RELATED DOCUMENTS AND THE STANDARDS SPECIFICATIONS WEAR THE CURBSTONE CONTRACTOR AGREEMENT AND STANDARD PLANS FOR THIS PROJECT.

ABBREVIATIONS

<table>
<thead>
<tr>
<th>SYMBOL</th>
<th>MATERIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Aluminum</td>
</tr>
<tr>
<td>B</td>
<td>Steel</td>
</tr>
<tr>
<td>C</td>
<td>Concrete</td>
</tr>
<tr>
<td>D</td>
<td>Wood</td>
</tr>
<tr>
<td>E</td>
<td>Plastic</td>
</tr>
<tr>
<td>F</td>
<td>Glass</td>
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SCHEDULE INDEX

<table>
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<tbody>
<tr>
<td>1</td>
<td>GENERAL</td>
</tr>
<tr>
<td>2</td>
<td>TITLE SHEET</td>
</tr>
<tr>
<td>3</td>
<td>CONTRACTOR NOTICE AND SHEET INDEX</td>
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ALTERNATIVES

<table>
<thead>
<tr>
<th>ALTERNATE</th>
<th>PURPOSE</th>
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<tbody>
<tr>
<td>A</td>
<td>Add LED light fixtures, power supplies, networking hardware, and sound center installation. See electrical drawins for details.</td>
</tr>
<tr>
<td>B</td>
<td>Add alternate plan views. See structural/brackets per drawins per drawins. See structural/brackets per drawins.</td>
</tr>
</tbody>
</table>

Sample page of a construction document with various sections, tables, and diagrams related to construction plans and specifications.
GENERAL NOTES

1. REFER TO SUPPLEMENTAL DOCUMENTATION FOR 2003 J BYER GROUP GEOTECHNICAL REPORT REFERENCED HEREIN.

2. REFER TO SUPPLEMENTAL DOCUMENTATION FOR LA BUILDING & SAFETY GRADING DIVISION APPROVAL LETTER.

RETURN TO TOP
1. **NOTICE TO CONTRACTORS**

1. **NOTICE TO CONTRACTORS CONT'D**

16. **SURVEY MONUMENT PRESERVATION IS REQUIRED AND SHALL INCLUDE A SUBMITAL OF THE APRIL 2020 SURVEY MONUMENT TIES TO BOTH HORIZONTAL AND VERTICAL CONTROL POINTS.**

17. **IMPORTANT NOTICE: ALL REQUIRED PUBLIC IMPROVEMENTS MUST BE COMPLETED BEFORE A TEMPORARY CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR THIS PROJECT UNDER ORDINANCE NO. 165861.**

18. **SEE SHEET 2 FOR TRAFFIC LANE REQUIREMENTS.**

---

**INDEX TO SHEETS**

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>TITLE SHEET</th>
<th>PLANS OF</th>
<th>FROM</th>
<th>TO</th>
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<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

**STREETS**

3. **OLYMPIC BLVD.** 46' W/O NORMANDIE AVE. 64' W/O NORMANDIE AVE. 67' N/O OLYMpic BLVD.

**STRUCTURAL**

S - 0.0 SYMBOL, ABBREVIATIONS, AND SHEET LIST

S - 1.0 GENERAL NOTES

S - 2.1 PLANS

S - 3.1 ELEVATIONS

S - 4.1 DETAILS

S - 5.1 DETAILS

S - 5.2 DETAILS

S - 6.1 RECO skipping detail

**CONSTRUCTION NOTES**

1. **EXISTING: REMOVED & OBTAINED:

2. **MODIFICATIONS:**

3. **NEW WORK:**

4. **RELOCATE AND/OR ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE**

5. **REPLACE AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER**

6. **REPLACE AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER**

---

**NOTICE TO CONTRACTORS**

1. **ALL WORK SHALL CONFORM TO THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND THE CORRESPONDING ADDENDUMS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).**

2. **THIS IMPROVEMENT CONSISTS OF WORK CALLED FOR ONLY ON THIS PLAN SHEET.**

3. **PLAN SHEETS FOR THIS PROJECT:**

4. **IN ADDITION TO THE CONSTRUCTION OF PAVEMENT SHOWN HEREIN, WORK REQUIRED UNDER THIS PLAN WILL ALSO INCLUDE THE CONSTRUCTION OF PERMANENT TRENCH REGRADING IN ALL AREAS WHERE Utility LINES HAVE BEEN INSTALLED TO SERVE THIS PROJECT. A SUBMITAL OF THE APRIL 2020 SURVEY MONUMENT TIES TO BOTH HORIZONTAL AND VERTICAL CONTROL POINTS SPECIFIED ON THE EXCAVATION PERMIT. PAYMENTS OF ROADWAY AREA SHALL BE WITHHELD UNTIL COMPLETED UTILITY CHANGES OR INSTALLATIONS HAVE BEEN MADE UNDER CITY PERMIT.

5. **REPAIR AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER OR SIDEWALK IMMEDIATELY ADVANCED TO OR WITHIN THE AREA OF THIS IMPROVEMENT SATISFACTORY TO THE CITY ENGINEER.**

---

**INDEX TO SHEETS**

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>TITLE SHEET</th>
<th>PLANS OF</th>
<th>FROM</th>
<th>TO</th>
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<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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</tbody>
</table>

**STREETS**

3. **OLYMPIC BLVD.** 46' W/O NORMANDIE AVE. 64' W/O NORMANDIE AVE. 67' N/O OLYMpic BLVD.

**STRUCTURAL**

S - 0.0 SYMBOL, ABBREVIATIONS, AND SHEET LIST

S - 1.0 GENERAL NOTES

S - 2.1 PLANS

S - 3.1 ELEVATIONS

S - 4.1 DETAILS

S - 5.1 DETAILS

S - 5.2 DETAILS

S - 6.1 RECO skipping detail

**CONSTRUCTION NOTES**

1. **EXISTING: REMOVED & OBTAINED:

2. **MODIFICATIONS:**

3. **NEW WORK:**

4. **RELOCATE AND/OR ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE**

5. **REPLACE AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER**

6. **REPLACE AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER**

---

**NOTICE TO CONTRACTORS**

1. **ALL WORK SHALL CONFORM TO THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND THE CORRESPONDING ADDENDUMS AND AMENDMENTS TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).**

2. **THIS IMPROVEMENT CONSISTS OF WORK CALLED FOR ONLY ON THIS PLAN SHEET.**

3. **PLAN SHEETS FOR THIS PROJECT:**

4. **IN ADDITION TO THE CONSTRUCTION OF PAVEMENT SHOWN HEREIN, WORK REQUIRED UNDER THIS PLAN WILL ALSO INCLUDE THE CONSTRUCTION OF PERMANENT TRENCH REGRADING IN ALL AREAS WHERE Utility LINES HAVE BEEN INSTALLED TO SERVE THIS PROJECT. A SUBMITAL OF THE APRIL 2020 SURVEY MONUMENT TIES TO BOTH HORIZONTAL AND VERTICAL CONTROL POINTS SPECIFIED ON THE EXCAVATION PERMIT. PAYMENTS OF ROADWAY AREA SHALL BE WITHHELD UNTIL COMPLETED UTILITY CHANGES OR INSTALLATIONS HAVE BEEN MADE UNDER CITY PERMIT.

5. **REPAIR AND/OR REPLACE ANY EXISTING BROKEN OR OFF-GRADE PAVERMENT, CONCRETE GUTTER OR SIDEWALK IMMEDIATELY ADVANCED TO OR WITHIN THE AREA OF THIS IMPROVEMENT SATISFACTORY TO THE CITY ENGINEER.**
GENERAL NOTES

1. DEMOLITION SHALL BE EXECUTED SO AS NOT TO DAMAGE EXISTING CONCRETE WALLS, SLABS, SIDEWALKS AND OTHER BUILDING COMPONENTS TO REMAIN.

2. CUT OPENINGS PLUMB, SQUARE, AND TRUE TO DIMENSIONS NOTED ON DRAWINGS OR AS REQUIRED BY CODE.

3. USE CUTTING METHODS LEAST LIKELY TO DAMAGE EXISTING OR ADJOINING CONSTRUCTION.

4. USE HAND TOOLS OR POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING, TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES.

5. AT EXTERIOR SURFACES, PROVIDE TEMPORARY, VANDAL RESISTANT COVERING OF OPENINGS CREATED DURING DEMOLITION.

6. LOCATE SELECTIVE DEMOLITION EQUIPMENT SO AS NOT TO IMPOSE EXCESSIVE LOADS ON CITY SIDEWALKS AND ADJOINING PROPERTIES.

7. DISPOSE OF SELECTIVE DEMOLITION DEBRIS PROMPTLY.

8. LOCATE SELECTIVE DEMOLITION DEBRIS SO AS NOT TO DECREASE THE REQUIRED WIDTH OF, OR IMPede, EXISTING EMERGENCY EGRESS ROUTES.

9. PROVIDE SAFE MEANS OF TRENCH EXCAVATION EGRESS VIA NON-CONDUCTIVE WOOD OR FIBERGLASS LADDERS.

10. PROVIDE SAFE MEANS OF TRENCH EXCAVATION EGRESS VIA NON-CONDUCTIVE WOOD OR FIBERGLASS LADDERS.

LEGEND

BUILDING N.I.C.
LANDSCAPE N.I.C.
(E) TO BE REMOVED
PROPERTY LINE
GENERAL NOTES:

1. CONSTRUCTION DRAWING DEPICTS ALL EXISTING UTILITIES WITH APPROPRIATE SYMBOLS AND
   PROPORTIONS FOR CLEAR VISIBILITY AND UNDERSTANDING. NO SHADINGS OR SHADES TO BE IMPOSED
   FOR VISIBILITY OR MEASUREMENT OF MATERIALS. ALL SHADINGS TO BE FOUND ON THE SITE PLAN
   SHOWN ON SHEET A1.1B.

2. NOT USED.

3. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "WORK AREA TRAFFIC
   CONTROL HANDBOOK" (WATCH) ADOPTED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LOS
   ANGELES.

4. CONTRACTOR MAY COORDINATE WITH MADANG ARCHITECT AND CONSTRUCTION MANAGER FOR ACCESS
   TO ADJACENT CONSTRUCTION STAGING AREA.

5. SECTIONS FOR SURVEY SPOT ELEVATIONS ON ARCHITECTURAL DRAWINGS ARE FOR REFERENCE ONLY.

6. SEE T3.0 FOR SURVEY. SPOT ELEVATIONS ON ARCHITECTURAL DRAWINGS ARE FOR REFERENCE ONLY.

7. SEE PLAN SHEETS FOR CONTROL LINE REFERENCE.

8. CONTRACTOR MAY COORDINATE WITH MADANG ARCHITECT AND CONSTRUCTION MANAGER FOR ACCESS
   TO APPROPRIATE AGENCY FOR RELOCATION AT CONTRACTOR'S EXPENSE.

9. ALL EXISTING SUBGRADE FACILITIES TO BE SUPPORTED AND FINISHED CONSTRUCTION AND ANY EXISTING
   SUBGRADE FACILITIES, CONTRACTOR TO COORDINATE WITH APPROPRIATE AGENCY FOR RELOCATION AT
   CONTRACTORS EXPENSE.

10. NO HORIZONTAL CLEAR DISTANCE OF 12" CANNOT BE MAINTAINED BETWEEN PROTECTED IN PLACE. WHERE
    A HORIZONTAL CLEAR DISTANCE OF 12" CANNOT BE MAINTAINED BETWEEN PROTECTED IN PLACE.

11. CONTRACTOR MAY COORDINATE THROUGH MADANG ARCHITECT AND CONSTRUCTION MANAGER FOR ACCESS
    TO ADJACENT CONSTRUCTION STAGING AREA.

12. CONTRACTOR MAY COORDINATE WITH APPROPRIATE AGENCY FOR RELOCATION AT CONTRACTOR'S EXPENSE.

LEGEND:

- LANDSCAPE N.I.C.
- BUILDING N.I.C.
- CONSTRUCTION AREA
- CONSTRUCTION MANAGER
- PROJECT MANAGER
- ARCHITECT
- CONTRACTOR
- OWNER

SCALE:  1" = 30'-0"
GENERAL NOTES

1. SEE STRUCTURAL FOR CONCRETE FOUNDATION DETAILS.
2. SEE CIVIL FOR STREET, ASPHALT, AND CONCRETE DEMOLITION AND DEMOLITION.
3. TO LOCATE COLUMN FOUNDATIONS, SEE D2.1 AND A2.1 FOR GENERAL NOTES.

LEGEND

PROPERTY LINE
CONCRETE SIDEWALK
CONCRETE CURB AND GUTTER
CONCRETE (BELOW)

GENERAL NOTES

CONCRETE SIDEWALK
CONCRETE CURB AND GUTTER
CONCRETE (BELOW)

ARCHITECTURAL DIVISION
ARCHITECT:
LIC. NO.
APPROVED BY:
RATIONALE:
DATE:
POSTED ON:
CHECKED BY:
REVISIONS:
SIGNATURE:
DRAWN BY:
SIGNATURE:
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GENERAL NOTES

1. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF STEEL (FOS), FACE OF CONCRETE (FOC), CENTERLINE OF DOORS AND COLUMN Grid LINES U.O.N.

2. ADDITIONAL ACCESS DOORS AND HATCHES CAN BE FOUND A4.3 AND A4.4. SEE A9.9 FOR DOOR SCHEDULE AND DETAILS.

3. SEE A8.1 FOR SYSTEM DIAGRAM.

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.
GENERAL NOTES

1. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF STEEL (FOS), FACE OF CONCRETE (FOC), CENTERLINE OF DOORS AND COLUMN GRID LINES U.O.N.

2. ADDITIONAL ACCESS DOORS AND HATCHES CAN BE FOUND A4.3 AND A4.4. SEE A9.9 FOR DOOR SCHEDULE AND DETAILS.

3. SEE A8.1 FOR SYSTEM DIAGRAM.
GENERAL NOTES

1. SEE A7.8 FOR COLUMN FINISH SCHEDULE AND ELEVATIONS.

2. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF STEEL (FOS), FACE OF CONCRETE (FOC), CENTERLINE OF FOUNDATIONS, AND 252' - 0".

3. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION ON SPLICE PLATES AND FOUNDATION DETAILS.

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.
1. SEE A7.8 FOR COLUMN FINISH SCHEDULE AND ELEVATIONS.

2. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF STEEL (FOS), FACE OF CONCRETE (FOC), CENTERLINE OF FOUNDATIONS AND COLUMN GRID LINES U.O.N.

3. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION ON SPLICE PLATES AND FOUNDATION DETAILS.

Additional notes and specifications are provided in the drawing, including details on cable placements, gusset plate and turnbuckle, and structural dimensions.
A3.2B

1. SEE A7.8 FOR COLUMN FINISH SCHEDULE AND ELEVATIONS.

2. DIMENSIONS SHOWN ARE TO THE FINISH FACE OF STEEL (FOS), FACE OF CONCRETE (FOC), CENTERLINE OF GUSSET PLATE AND TURNBUCKLE; SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION ON SPLICE PLATES AND FOUNDATION DETAILS.

3. SEE STRUCTURAL DRAWINGS FOR MORE INFORMATION ON SPLICE PLATES AND FOUNDATION DETAILS.

4. 1' - 6" CABLE BOTTOM

5. 244' - 5" SPLICE

6. 58' - 0" SPLICE

7. 210' - 11" CABLE BOTTOM

8. 193' - 5" SPLICE

9. 189' - 11" CABLE BOTTOM

10. 54' - 6" SPLICE

11. 12/31/17

12. LICENSE NO. C-25438

13. JONATHON STAHL, PE

14. ALICE KIMM, FAIA

15. MAHMOOD KARIMZADEH, A.I.A., PRINCIPAL ARCHITECT

16. GARY LEE MOORE, PE, ENV SP

17. 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.
GENERAL NOTES
1. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
2. SPOT ELEVATIONS ARE FOR REFERENCE ONLY; SEE SURVEY ON T3.0.
3. REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR LED FIXTURES.
4. SEE EXHIBIT COMPLETE CABLE SCHEDULE AND QUANTITIES.
5. SEE A7.1 FOR DETAILED NODE COUNTS PER STRAND.

LEGEND
01 - SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
02 - SPOT ELEVATIONS ARE FOR REFERENCE ONLY; SEE SURVEY ON T3.0.
03 - REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR LED FIXTURES.
04 - SEE EXHIBIT COMPLETE CABLE SCHEDULE AND QUANTITIES.
05 - SEE A7.1 FOR DETAILED NODE COUNTS PER STRAND.
GENERAL NOTES:
1. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
2. SPOT ELEVATIONS ARE FOR REFERENCE ONLY; SEE SURVEY ON T3.0.
3. REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR LED FIXTURES.
4. SEE S3.2 FOR COMPLETE CABLE SCHEDULE AND QUANTITIES.
5. SEE A7.1 FOR LITLED NODE COUNTS PER STRAND.

LEGEND
- ALTERNATE A: CABLE MOUNTED LED NODE
- ALTERNATE A: CABLE MOUNTED LED STRAND
- (E) STREET LIGHT LUMINAIRE TO REMAIN
- (E) STREET LIGHT LUMINAIRE TO REMAIN

LIGHTING
- SEE A7.1 FOR DETAILED NODE COUNTS PER STRAND.
- SEE S3.2 FOR COMPLETE CABLE SCHEDULE AND QUANTITIES.
- REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR LED FIXTURES.
A3.2
01
ENLARGED PLAN - SW COLUMN
SCALE: 1/2" = 1'-0"

GENERAL NOTES:
1. SEE ATTACHED P&ID SHEET, DETAIL SHEETS AND MORE INFORMATION.
2. DEPICT CONDITIONS AND EQUIPMENT Installation ONLY. SEE SURVEY ON T-3.0.
3. DETAILS TO BE DETERMINED AFTER soils, foundations, and excavation phases are completed.
4. MAINTENANCE OF CLEARANCE FROM CURB TO ANY OBSTRUCTION IN ACCORDANCE WITH THE 2021 CALTRANS HIGHWAY DESIGN MANUAL.

...
1. SEE STRUCTURAL DRAWINGS FOR STEEL CABLE SCHEDULE.
2. SEE AS-M FOR LIGHT FIXTURE SCHEDULE.
3. CABLE, LED STRAND, AND LED NODE NUMBERING FORMAT MATCHED FOR EASE OF MARKING AND INSTALLATION.
4. INSTALLATION PER MANUFACTURER INSTRUCTIONS.

### LED Schedule

<table>
<thead>
<tr>
<th>Cable No.</th>
<th>LED Strand No.</th>
<th>Length</th>
<th>Node Count</th>
<th>Brightness</th>
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<td>140.600'</td>
<td>68</td>
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<tr>
<td></td>
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<td>L34</td>
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<td></td>
<td>L35</td>
<td>130.082'</td>
<td>64</td>
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<td></td>
<td>L37</td>
<td>125.082'</td>
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<td>L38</td>
<td>123.583'</td>
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<td>L39</td>
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<td>L40</td>
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<td>L59</td>
<td>91.082'</td>
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### General Notes

- Powers supply supports up to 3600 Watts. Systems exceeding 3600 Watts shall be powered by dual power supply (DC/AC).
**GENERAL NOTES**

1. SEE STRUCTURAL DRAWINGS FOR STEEL CABLE SCHEDULE.

2. SEE A5.1 FOR LIGHT FIXTURE SCHEDULE.

3. CABLE, LED STRAND, AND LED NODE NUMBERING FORMAT ARE SYNCHRONIZED FOR FIELD INSTALLATION.

4. FIELD-TRIM STRANDS TO DESIRED NODE COUNT AND LENGTH PRIOR TO INSTALLATION.

<table>
<thead>
<tr>
<th>LED SCHEDULE</th>
<th>LED SCHEDULE</th>
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<tbody>
<tr>
<td><strong>CABLE NO.</strong></td>
<td><strong>NO.</strong></td>
</tr>
<tr>
<td><strong>NODE COUNT</strong></td>
<td><strong>LED STRAND NO.</strong></td>
</tr>
<tr>
<td><strong>LENGTH</strong></td>
<td><strong>BRIGHTNESS</strong></td>
</tr>
<tr>
<td><strong>BUILDING NO.</strong></td>
<td><strong>INDEX NO.</strong></td>
</tr>
<tr>
<td><strong>CABLE NO.</strong></td>
<td><strong>NO.</strong></td>
</tr>
<tr>
<td><strong>NODE COUNT</strong></td>
<td><strong>LED STRAND NO.</strong></td>
</tr>
<tr>
<td><strong>LENGTH</strong></td>
<td><strong>BRIGHTNESS</strong></td>
</tr>
<tr>
<td><strong>BUILDING NO.</strong></td>
<td><strong>INDEX NO.</strong></td>
</tr>
</tbody>
</table>

** Want more details? **

- **POWER SUPPLIES SUPPORT UP TO 60W OUTPUT. STRANDS EXCEEDING POWER SUPPLY LAYOUT INTENT.**

** Address: **

** Vertical Control: **

** Horizontal Control: **

** Scale: **

** Project: **

** Work Order No. **

** Approved By: **

** Checked By: **

** Designed By: **

** Architectural Division: **

** Principal Architect: **

** 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: **

- ** Ne Column - Cable Spacing **

  - ** Slit and Interference for Slot Leader Connection and LED Leader Feed **

  - ** Scale: 1/4" = 1'-0" **

  - ** Address: **

  - ** Vertical Control: **

  - ** Horizontal Control: **

  - ** Scale: 1/4" = 1'-0" **

  - ** Notes:**

- ** Ne Column - Cable Spacing **

  - ** Slit and Interference for Slot Leader Connection and LED Leader Feed **

  - ** Scale: 1/4" = 1'-0" **

  - ** Address: **

  - ** Vertical Control: **

  - ** Horizontal Control: **

  - ** Scale: 1/4" = 1'-0" **

  - ** Notes:**
ST STL AIRCRAFT CABLE AND LED ASSEMBLY

01
ELEVATION - POWER SUPPLY RACK
SCALE: 3/4" = 1'-0"

02
SECTION - POWER SUPPLY
SCALE: 3/4" = 1'-0"

04
PLAN AT POWER SUPPLY ACCESS DOOR
SCALE: 3/4" = 1'-0"
GENERAL NOTES

1. COORDINATE WITH MADANG CONSTRUCTION MANAGER FOR ACCESS TO SENIOR CENTER.
2. MINIMIZE DISTURBANCE TO EXISTING STRUCTURE, FACILITIES, AND BUILDING OCCUPANTS. WORK HOURS TO COINCIDE WITH COMMUNITY CENTER HOURS.

LEGEND

V WALL MOUNTED ENCLOSURE W/ LOCKABLE WINDOW DOOR & FAN KIT; CHATSWORTH 11900-724 OR APPROVED EQUAL
ROOF MOUNTED WESTERN ANTENNA, MAINTAIN LINE OF SIGHT TO N.E.
8 RU WALL MOUNTED ENCLOSURE W/ LOCKABLE WINDOW DOOR AND FAN KIT; CHATSWORTH 11900-724 OR APPROVED EQUAL

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.
GENERAL NOTES

1. LED STRAND LENGTHS AND NODE COUNTS VARY. SEE A7.1

2. SEE ELECTRICAL FOR SYSTEM LOAD SCHEDULE AND FM HI SPECIFICATIONS

3. 3/8" THK PTD GALV STIFFENER, TYP PT1A; SEE STRUCT

4. LEADER CABLE CONNECTOR

5. TERMINATOR CAP

6. NEOPRENE WASHER

7. LED STRAND WIRE

8. LED LEADER CABLE; TRIM TO LENGTH PER MFR INSTRUCTION

9. PERMANENTLY LOCKING CABLE TIE HEAD

10. WEATHERPROOF AND UV RESISTANT CABLE TIE, TYP

11. LED NODE, TYP

12. NODE SPACING

13. B.O.S.

14. CABLE MID-SPAN

15. CABLE END-SPAN

16. TYPICAL LED STRAND ELEVATION

17. TYPICAL CABLE SPAN START

18. TYPICAL CABLE MID-SPAN

19. TYPICAL CABLE END-SPAN

20. TYPICAL CABLE AND LED ASSEMBLY

21. AXONOMETRIC - CABLE ASSEMBLY

22. CABLE CROSS SECTION

23. ELEVATION - TYPICAL CABLE SPAN START

24. ELEVATION - TYPICAL CABLE MID-SPAN

25. ELEVATION - TYPICAL CABLE END-SPAN

26. ELEVATION - TYPICAL CABLE AND LED ASSEMBLY

27. SCALE: 3" = 1'-0" A9.3

28. SCALE: N.T.S. A9.3

29. SCALE: 3/16" = 1'-0" A9.3

30. DRAWING NO. A9.3A

31. PLAN FILE NO. 49

32. SHEETS 66

33. WORK ORDER NO. BR003604

34. ADDRESS: CITY OF LOS ANGELES

35. PROJECT: DEPARTMENT OF PUBLIC WORKS

36. BUREAU OF ENGINEERING

37. BOARD OF PUBLIC WORKS MEETING - JUNE 1, 2022 - PAGE 530
GENERAL NOTES

1. TRACK POWER SUPPLIES TO BE INTERNALLY HOUSED IN NORTHEAST COLUMN. POWER SUPPLIES AND ALL ELECTRICAL CONNECTIONS MUST BE WATERPROOFED AND ENCLOSED IN ACCORDANCE WITH NEMA 3R OR IP66 RATINGS. SEE A8.2 FOR PRECISE LOCATION WITHIN POWER SUPPLY RACK.

2. FLEXIBLE TRACK TO BE CONSTRUCTED OF UV RESISTANT PVC STRIPS WITH CONDUCTIVE STAINLESS STEEL BRAIDS.

3. LEAD OUT WIRE TO BE HEAVY DUTY 14 GAUGE DOUBLE TWISTED COPPER WIRE. CONCEAL EXTERIOR LEAD OUT WIRE WHERE POSSIBLE. FOR CROSSING, FASTEN WIRE ABOVE CABLE C-10 WITH STAINLESS STEEL CABLE TIES AT 2'-0" INTERVALS TO ELIMINATE WIRE SLACK.

4. USE ONLY LEED COMPLIANT, VOC AND ALCOHOL FREE CONSTRUCTION ADHESIVES TO ATTACH TRACK DIRECTLY TO STRUCTURE.

COMPONENT SCHEDULE - BIRD DETERRENT SYSTEM

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>MANUFACTURER AND MODEL NO.</th>
<th>TYPE</th>
<th>QUANTITY</th>
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<tbody>
<tr>
<td>FLEX TRACK LEAD-OUT WIRE</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>WEATHERPROOF 120v CHARGER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADHESIVE - BIRD BARRIER BOND</td>
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<td></td>
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</tr>
<tr>
<td>BIRD BARRIER FLEX-TRACK</td>
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<td></td>
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</tr>
<tr>
<td>MFR PROVIDED QUICK CORNER CONNECTOR</td>
<td></td>
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</tr>
</tbody>
</table>

LEGEND

- 1/8" TRACK ENSURE LOCATION
- LEAD OUT WIRE
1. All door openings, door frames and hardware shall comply with all applicable code requirements.

2. Coordinate all door and door details to provide adequate clearance and frame reinforcement for hardware types. Operate flush hinges for horizontal and vertical types and hardware sizes.

3. Provide adequate blocking to receive hardware. No thru-bolting is allowed for any hardware.

4. Coordinate all door and door details to provide adequate clearance for hardware types.

5. Provide adequate blocking to receive hardware. No thru-bolting is allowed for any hardware.

6. Fire rated door assemblies shall bear Underwriter's Laboratory label for rating as indicated.

7. Manually operated edge or surface-mounted flush bolts are prohibited. The unlatching of any leaf shall not require more than one operation.

8. The maximum effort to operate fire doors may be increased by the authority having jurisdiction, not to exceed 15 lbf.

9. All door sidelites and overhead glazing to be tempered glass.

10. For all frames called out to be painted, match paint color of door.

11. All doors have min. 18" strike edge at pull side, 12" at push side.

12. See A2.3, A4.3, and A4.4 for door locations.

DOOR TYPES

1. Aluminum

2. Hollow metal

3. Open metal

4. Steel

5. Narrow style

6. Wood

7. Plastic laminate/wood

8. Solid core wood

9. Plastic laminate

10. Closed cell

11. Wide style
REVISION DATES (DESIGN STAGE ONLY)

15. DESIGN LIVE LOADS:

AMENDMENTS, SIXTH EDITION OF AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) "MATERIALS AND METHODS OF EARTHWORK, CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS.

● THE CONNECTIONS TO THE PRIMARY STRUCTURE ARE CONSISTENT WITH THE PRIMARY DESIGN LOAD CRITERIA.

● THE LOAD CRITERIA IS CONSISTENT WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES AND STANDARDS.

GUST EFFECT FACTOR (G): 1.14

EXTERIOR WALL ASSEMBLIES.

DESIGN BASE SHEAR: V=CsW: 45 KIPS, WHERE W = STRUCTURE WEIGHT = 112 KIPS

CANTILEVER STRUCTURE

COMPONENT AND ITS CONNECTION TO THE PRIMARY STRUCTURE WITH THE SPECIALTY ENGINEER.

JOINTS TO BE CLEARLY SHOWN IN REBAR DETAIL DRAWINGS. ENGINEER MAY REQUIRE CLEAR COVER SHALL BE CLEARLY SHOWN ON ALL REBAR SHOP DRAWINGS.

CONCRETE MIXING OPERATIONS, ETC., SHALL CONFORM TO ASTM C-94.

FROM THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE CONTRACTOR.

ALL BARS SHALL BE MARKED SO THEIR IDENTIFICATION CAN BE MADE WHEN THE FINAL CONSTRUCTION IS COMPLETED.

2. DEFORMED REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADES 60, 70, AND 80.

4. END TERMINATIONS INCLUDING SWAGED TALYRITE EYES, SWAGED TERMINAL FITTINGS AND HOT DIPPED ZINC PLATED TERMINAL FITTINGS SHALL BE SUPPLIED AND ATTACHED SO AS TO DEVELOP 100% OF THE MINIMUM BREAKING LOAD OF THE CABLE, UNLESS OTHERWISE APPROVED.

5. END FITTINGS FOR ALL CABLES SHALL BE SUPPLIED AND ATTACHED SO AS TO DEVELOP 100% OF THE MINIMUM BREAKING LOAD OF THE CABLE, UNLESS OTHERWISE APPROVED.

THE MINIMUM BREAKING LOAD OF THE CABLE, UNLESS OTHERWISE APPROVED.

THE PIN RETAINING SYSTEM SHOULD BE CAPABLE OF TAKING 15% OF THE LOAD ON THE PIN.

MOVEMENT OF THE PLATES, I.E. THE EXTRA CLEARANCE SHOULD BE 25% OF THE PIN DIAMETER.

RESISTING 10% OF THE SHEAR LOAD ON THE PIN.

THE PIN RETAINING SYSTEM SHOULD BE CAPABLE OF TAKING 15% OF THE LOAD ON THE PIN.

MOVEMENT OF THE PLATES, I.E. THE EXTRA CLEARANCE SHOULD BE 25% OF THE PIN DIAMETER.

RESISTING 10% OF THE SHEAR LOAD ON THE PIN.

THE MINIMUM BREAKING LOAD OF THE CABLE, UNLESS OTHERWISE APPROVED.

THE PIN RETAINING SYSTEM SHOULD BE CAPABLE OF TAKING 15% OF THE LOAD ON THE PIN.

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MOVEMENT OF THE PLATES, I.E. THE EXTRA CLEARANCE SHOULD BE 25% OF THE PIN DIAMETER.

RESISTING 10% OF THE SHEAR LOAD ON THE PIN.

THE MINIMUM BREAKING LOAD OF THE CABLE, UNLESS OTHERWISE APPROVED.

THE PIN RETAINING SYSTEM SHOULD BE CAPABLE OF TAKING 15% OF THE LOAD ON THE PIN.

MOVEMENT OF THE PLATES, I.E. THE EXTRA CLEARANCE SHOULD BE 25% OF THE PIN DIAMETER.

RESISTING 10% OF THE SHEAR LOAD ON THE PIN.
### South Axon View Northeast Column

<table>
<thead>
<tr>
<th>Cable Schedule</th>
<th>Cable Force (LBS.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-01 PE3 1279</td>
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</tr>
<tr>
<td>C-02 PE3 1280</td>
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</tr>
<tr>
<td>C-03 PE3 1281</td>
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<td>C-04 PE3 1282</td>
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<td>C-05 PE3 1283</td>
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<tr>
<td>C-06 PE3 1284</td>
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<tr>
<td>C-07 PE3 1285</td>
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</tr>
<tr>
<td>C-08 PE3 1286</td>
<td></td>
</tr>
<tr>
<td>C-09 PE3 1287</td>
<td></td>
</tr>
</tbody>
</table>

**CABLE SCHEDULE**

**CABLE FORCE** (LBS.)

**NOTE:**

1. SEE PLAN SHEETS FOR CONTROL LINE REFERENCE
2. LOADS ARE APPLIES TO THE DESIGN COLUMN HEAD AND ATTACHMENTS ARE SET IN PLACE
3. DETAIL ATTACHMENTS ARE SET IN PLACE AS INDICATED IN THE ATTACHMENT DETAIL

---

### East Axon View Southwest Column

<table>
<thead>
<tr>
<th>Cable Schedule</th>
<th>Cable Force (LBS.)</th>
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<tbody>
<tr>
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<td>C-02 PE3 1280</td>
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<td>C-09 PE3 1287</td>
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</tr>
</tbody>
</table>

**CABLE SCHEDULE**

**CABLE FORCE** (LBS.)

**NOTE:**

1. SEE PLAN SHEETS FOR CONTROL LINE REFERENCE
2. LOADS ARE APPLIES TO THE DESIGN COLUMN HEAD AND ATTACHMENTS ARE SET IN PLACE
3. DETAIL ATTACHMENTS ARE SET IN PLACE AS INDICATED IN THE ATTACHMENT DETAIL

---

### CABLE CLAMP PLATE DETAIL

**CABLE CLAMP PLATE DETAIL**

**NOTE:**

1. SEE SCHEDULE FOR CONTROL LINE REFERENCE
2. STAINLESS STEEL CABLE, STAINLESS STEEL CABLE CLAMP
3. Ø 5/16" STAINLESS STEEL POLTS TYP (2)

---

**ELEVATION**

**NOTES:**

1. CABLE DETAIL
2. ROD
3. 1/4" = 1'-0"
### Tension Development and Lap Splice Length

<table>
<thead>
<tr>
<th>BAR SIZE</th>
<th>TOP BARS</th>
<th>OTHER BARS</th>
<th>TOP BARS</th>
<th>OTHER BARS</th>
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<td>#14</td>
<td>60</td>
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<tr>
<td>#6</td>
<td>60</td>
<td>12</td>
<td>12</td>
<td>11</td>
</tr>
</tbody>
</table>

**Notes:**

1. Tabled values are in accordance with ACI 318-95 and are calculated for ACI 318-95 standard reinforcement concrete in tension and for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
2. Tabled values are for a lap splice length of 1.0 times the diameter of the larger bar. The lap splice length shall be increased to 1.5 times the diameter of the larger bar for bars of 40 mm or greater.
3. Tabled values are based on the assumption that the bars are at the same level and that the bar diameter is equal to the clear distance between bar centers.
4. For reinforcement lap splice lengths, tabled values are based on standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
5. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
6. For lap splice lengths, tabled values are based on standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
7. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
8. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
9. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
10. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
11. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
12. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.
13. Tabled values are for standard concrete strengths of 3000 PSI, 4000 PSI, 5000 PSI, and 6000 PSI.

---

**Principal Reinforcement:**

- 2 1/2" MIN
- 1 1/2" MIN
- 1 1/2" MIN
- 1 1/2" MIN

**Bar Development Length (Tension):**

- #14 48 24 24 24 24 24 24 24 24 24
- #9 60 157 121 137 105 122 94 112 86 41
- #3 60 33 25 28 22 25 20 23 18 18

**Bar Development Length (Compression):**

- #14 48 24 24 24 24 24 24 24 24 24
- #9 60 157 121 137 105 122 94 112 86 41
- #3 60 33 25 28 22 25 20 23 18 18

---

**Bar Lap Splice Length (Tension):**

- #14 75 47 47 41 41 36 36 33 33 33
- #9 60 157 121 137 105 122 94 112 86 41
- #3 60 33 25 28 22 25 20 23 18 18

**Bar Lap Splice Length (Compression):**

- #14 75 47 47 41 41 36 36 33 33 33
- #9 60 157 121 137 105 122 94 112 86 41
- #3 60 33 25 28 22 25 20 23 18 18

---

**Other Notes:**

- COMPRESSION LAP SPLICE LENGTH (ONLY WHERE INDICATED ON DRAWINGS) USE 30 BAR DIAMETER, NOT LESS THAN 12".
- HORIZONTAL BARS = TOP BARS.
- VERTICAL CONTROL: HORIZONTAL CONTROL:

---

**Engineering Details:**

- DESIGNER: JEAN-PIERRE CHAKAR
- ENGINEER: JOHNNY RAMIRIOS
- CHECKED BY: PETER CHIU
- ENGINEERING CHECKED BY: INEZ KOE
- CIVIL ENGINEERING CHECKED BY: INEZ KOE
- CITY OF LOS ANGELES BUREAU OF ENGINEERING
- ADDRESS: 1600 W. GRAND AVE., 15TH FLOOR, LOS ANGELES, CA 90015
- WEBSITE: www.burohappold.com
- EXP. 6-30-17
- NO. S4607
- DRAWING NO.: S4.2
- DATE: BY: JANUARY 29, 2014

---

**Specifications:**

- 8" STANDARD HOOK
- 16" STANDARD HOOK
- BARS AND TIES

---

**Diagram Details:**

- EXCEPT S4.2
- SCALE: 1/8" = 1'-0"
24. NO PIPING, DUCTS OR EQUIPMENT FOREIGN TO ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE LOCATED WITHIN THE DEDICATED SPACE ABOVE ELECTRICAL EQUIPMENT.

23. ALL FIRE PROTECTION, PLUMBING AND HVAC (DIVISION 21, 22 AND 23) EQUIPMENT COMPONENTS (FANS, COMPRESSORS, PUMPS, VFDs, MOTOR CONTROLLERS, STARTERS, ETC) SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

22. REFER TO DIVISION 27 AND DIVISION 28 DRAWINGS FOR CONDUIT, BOXES AND CABLE TRAY REQUIREMENTS.

21. ALL WORK AND/OR EQUIPMENT INSTALLED OUTDOORS SHALL BE APPROVED FOR USE IN WET LOCATIONS.

20. ALL SERVICES, FEEDERS OR BRANCH CIRCUITS SUPPLYING A BUILDING SHALL HAVE A COMMON GROUNDING ELECTRODE SYSTEM PER CEC 250.58.

19. CONTRACTOR SHALL COORDINATE ALL LOCATIONS AND HEIGHTS OF STUB-UPS AND OUTLETS IN FIELD.

18. CONTRACTOR SHALL PROVIDE DISCONNECTS FOR ALL EQUIPMENT PER CODE AND COORDINATE ALL DISCONNECT SWITCH REQUIREMENTS AND LOCATIONS WITH THE ELECTRICAL DOCTOR.

17. CONTRACTOR SHALL EXECUTE THE WORK IN THE BEST AND MOST THOROUGH MANNER AND TO THE SATISFACTION OF THE CONSULTING ENGINEER, WHO WILL JOINTLY INTERPRET THE GENERAL CONDITIONS, ELECTRICAL SPECIFICATIONS (DIVISION 26), THE ARCHITECTURAL DRAWINGS, AND THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK TO BE PERFORMED.

16. REFER TO DIVISION 21, 22 AND 23 DRAWINGS AND SCHEDULES FOR WORKS TO BE FURNISHED AND INSTALLED BY DIVISION 26 THAT ARE NOT SPECIFICALLY IDENTIFIED ON THE ARCHITECT'S REFLECTED CEILING PLANS.

15. REFER TO THE CONTRACTOR'S REFLECTED CEILING PLANS FOR THE SETTING OUT OF ALL CEILING MOUNTED COMPONENTS.


13. ALL WIRING INSULATION TO BE RATED AT 90°C (THHN IN DRY LOCATIONS AND THWN-2 IN WET LOCATIONS).

12. REFER TO DIVISION 27 AND DIVISION 28 DRAWINGS FOR CONDUIT, BOXES AND CABLE TRAY REQUIREMENTS.

11. REFER TO THE CONTRACTOR'S REFLECTED CEILING PLANS FOR THE SETTING OUT OF ALL CEILING MOUNTED COMPONENTS.

10. REFER TO THE CONTRACTOR'S REFLECTED CEILING PLANS FOR THE SETTING OUT OF ALL CEILING MOUNTED COMPONENTS.

9. RIGID NON METALLIC CONDUITS:

• PVC SCHEDULE 40, UNLESS OTHERWISE NOTED.

• LENGTHS EXCEEDING 150 FEET AT 120V USE #8 AWG MINIMUM.

• UP TO 90 FEET AT 120V USE #12 AWG MINIMUM.

8.6. EMT SHALL NOT BE USED IN MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS (3) CIRCUITS COMBINED IN A SINGLE CONDUIT TO THE PANELBOARD, UNLESS OTHERWISE NOTED. ALL CONDUCTORS SHALL BE DERATED PER CALIFORNIA ELECTRICAL CODE.

7. ELECTRICAL METALLIC TUBING (EMT):

• USE FOR ALL SIZES IN SOIL BELOW THE BUILDING.

• WALKERDUCT WIRING USE #10 AWG MINIMUM.

• LENGTHS EXCEEDING 150 FEET AT 120V USE #8 AWG MINIMUM.

• UP TO 90 FEET AT 120V USE #12 AWG MINIMUM.

6. RIGID METAL CONDUITS (RMC):

• USE FOR ALL SIZES IN SOIL BELOW THE BUILDING.

• WALKERDUCT WIRING USE #10 AWG MINIMUM.

• LENGTHS EXCEEDING 150 FEET AT 120V USE #8 AWG MINIMUM.

• UP TO 90 FEET AT 120V USE #12 AWG MINIMUM.

5. CONTRACTOR SHALL VERIFY PHASE LOAD BALANCING ON POWER PANELS UPON COMPLETION OF THE ELECTRICAL INSTALLATION. INCLUDE REDISTRIBUTION OF CIRCUITS WITHIN TRANSFER SWITCHES, ETC. ALL SPECIAL EQUIPMENT, SUCH AS FANS, AIR CONDITIONING UNITS, COPIERS, ETC WILL BE FURNISHED BY OTHERS (U.O.N.). WHERE EQUIPMENT IS TO BE FURNISHED BY THE CONTRACTOR, THE CONTRACTOR SHALL VERIFY THE CAPABILITIES OF THE EQUIPMENT TO BE FURNISHED WITH A TEST REPORT OR TECHNICAL SPECIFICATION.

4. AS-BUILT DRAWINGS SHALL CONTAIN EXACT ROUTING AND ELEVATIONS OF ALL CONDUIT BANKS, ACTUAL PANELBOARD CIRCUIT BREAKER POLE POSITIONS USED AND OTHER ERECTED ITEMS AS MAY BE REASONABLE TO DO SO.

3. REFER TO DIVISION 21, 22 AND 23 DRAWINGS AND SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK TO BE PERFORMED.

2. THE DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE MAIN CONTRACT CONDITIONS, ELECTRICAL SPECIFICATIONS (DIVISION 26), THE ARCHITECTURAL DRAWINGS, AND THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK TO BE PERFORMED.

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES TO ENSURE INSTALLATION IS MADE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL EQUIPMENT AND MATERIALS SPECIFIED THEREIN.
THE ABOVE NOTES ARE APPLICABLE ONLY WHERE SPECIFIED ON THIS PLAN.

1. REFER TO ELECTRICAL SHEETS E0.0 AND E0.1 FOR MANUFACTURE PER RECOMMENDATION.

2. DRAWING SHOWS THE DESIRED ELECTRICAL LAYOUT WITH LOCATION OF LIGHTING FIXTURES, JUNCTION BOXES, ETHERNET BRIDGES, WIRELESS NETWORKING, WI-FI ANTENNA WITH #8 AWG COPPER PER EIA/TIA DE-ENERGIZED STATE.

3. PROVIDE (60) LED POWER SUPPLIES PHILIPS #PDS-60.

4. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT FEEDING LOADS LOCATED AT NE COLUMN.

5. PROVIDE UL LISTED NEMA 3R PEDESTAL # MYERS - RATED NEMA 3R.

6. ELECTRICAL CONTRACTOR SHALL COORDINATE FINAL LOCATION OF DEVICES WITH OTHER SUBCONTRACTORS TO AVOID CONFLICT IN ACCESS TO THE DEVICES.

7. CONTRACTOR TO PROVIDE ALL NECESSARY CONDUITS, FLEXIBLE METAL CONDUIT (FMC), BARRIER CONDUIT AND ACCESSORIES FOR MEDIA RACK AND ROOF ANTENNA INSTALLATION. CONTRACTOR SHALL INSTALL ALL CONDUIT AND CIRCUITING REQUIREMENTS. CONTRACTOR RESPONSIBLE FOR COORDINATION WITH OTHER TRADES AND LADWP FOR COMPLETE INSTALLATION AND EXACT LOCATIONS AND FOR HOUSING RACK.

8. ALL ELECTRICAL COMPONENTS SHALL BE WEATHERPROOF RATED NEMA 3R.

9. ALL J-BOXES AND PULLBOXES SHALL BE SIZED PER THE MANUFACTURE PER RECOMMENDATION.

10. PROVIDE GROUNDING AND LIGHTNING ARRESTOR FOR SYSTEM MANGER LOCATED INSIDE THE SENIOR CENTER BUILDING.

11. NO ADDITIONAL POWER IS REQUIRED.

12. PROVIDE GROUNDING ROD PER DETAIL #2/E4.1, CONTRACTOR SHALL INTERCEPT EXISTING CONDUIT AND INSTALL NEW TYPE 2 PULLBOX AT NO COST TO THE CITY.

13. REFER TO ELECTRICAL SHEETS E0.0 AND E0.1 FOR INCOMING SERVICE FROM UTILITY. COORDINATE WITH UTILITY METER, UTILITY PULL SECTION, AND PANEL "L1" -24 USP24-63 OR APPROVED EQUAL. PEDESTAL SHALL HOUSE BY OTHERS. MAINTAIN MIN. 12" CLEARANCE FROM CONCRETE EDGES.

14. PROVIDE (1)-1"C.O. SPARE TO NE COLUMN.

15. PROVIDE (5) 3/4" SCHEDULE 40 PVC CONDUIT FOR BRANCH CIRCUITS.

16. PROVIDE GROUNDING AND LIGHTING ARRESTOR FOR SYSTEM MANGER LOCATED INSIDE THE SENIOR CENTER BUILDING.
GENERAL NOTES
1. PROVIDE ENTRY SERVICE CONDUITS AND CONDUCTORS PER LADWP SERVICE REQUIREMENTS.
2. PROVIDE GROUNDING PER LADWP SERVICE REQUIREMENTS.
4. PROVIDE METERING IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, ARTICLE 250-50.
5. REFER TO PANEL SCHEDULES FOR AIC RATINGS.
6. SUBMIT SHOP DRAWING OF PEDESTAL AND PANELBOARD TO SERVING UTILITY UNLESS OTHERWISE NOTED ON THE PANEL SCHEDULES.
7. ALL EQUIPMENT TO BE RATED NEMA 3R.
8. FURNISH A MINIMUM OF 25% SPARE BREAKERS AND A FURTHER 25% SPACE.
10. PROVIDE A MINIMUM OF 25% SPARE BREAKERS AND A FURTHER 25% SPACE EXTENDED LOAD.

KEYNOTES
1. REFER TO ELECTRICAL SHEET E-0.0.0 FOR ADDITIONAL ELECTRICAL NOTES AND SPECIFICATION AND REQUIREMENTS. COORDINATE WITH LADWP FOR PERMITTED.
2. PROVIDE METERING IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, ARTICLE 250-24.
3. PROVIDE METERING IN ACCORDANCE WITH THE CALIFORNIA ELECTRICAL CODE, ARTICLE 250-50.
4. REFER TO PANEL SCHEDULES FOR AIC RATINGS.
5. ALL GROUNDING CONNECTION TO THE COLD WATER PIPE SHALL BE MADE.
6. SUBMIT SHOP DRAWING OF PEDESTAL AND PANELBOARD TO SERVING UTILITY UNLESS OTHERWISE NOTED ON THE PANEL SCHEDULES.
7. ALL ITEMS SHOWN SHALL BE NEW.
8. FURNISH A MINIMUM OF 25% SPARE BREAKERS AND A FURTHER 25% SPACE.
11. DWP SERVICE ENGINEER: ALVARO ESCOBAR (213)-367-6178

E3.1A
1. TO BE READ IN CONJUNCTION WITH SPECIFICATION SECTION 26-05-43 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS.

2. PROVIDE LAMINATED, ENGRAVED PLASTIC NAMEPLATES WITH ⅜ INCH HIGH LETTERS FOR ALL SWITCHGEAR, SWITCHBOARDS, MOTOR CENTERS, TRANSFORMER ENCLOSURES, POWERED SIGNAL SYSTEMS, EQUIPMENT CARS, AND TERMINAL CARS.

3. QUANTITY AS REQUIRED TO ACHIEVE A MAXIMUM IMPEDANCE OF 100 TO GROUND PER SPECIFICATION 260526.

4. ATTACH NAMEPLATES TO GEAR WITH SHEET METAL SCREWS. ADHESIVE MOUNTED NAMEPLATES ARE NOT ACCEPTABLE.

5. REFER TO SINGLE LINE DIAGRAMS AND SCHEDULES FOR ACTUAL DESIGNATIONS AND CIRCUIT NUMBERS THAT APPLY TO THIS PROJECT.

6. CONTRACTOR TO COORDINATE LOCATION WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.

7. SEAL ALL CONDUIT OPENINGS (INCLUDING BUILDING ENTRANCE) TO PREVENT MOISTURE FROM ENTERING.

8. PROVIDE PREFABRICATED PLASTIC CONDUIT SPACERS EVERY 5' TO SUPPORT AND MAINTAIN UNIFORM SPACING.

9. REFER TO CIVIL SPECIFICATIONS FOR INFORMATION ON BACKFILL.

10. INSTALL GROUND ROD/ASSEMBLY MIN 2'-0" FROM STRUCTURE.

11. MAKE CONNECTION TO THE GROUND ROD SHALL BE 3/4" X 10 COPPER-CLAD GROUND ROD. THE LINK SEAL FOR CONDUIT THRU FOUNDATION WALL, PERIMETER STEEL COLUMN GROUND. PROVIDE STEEL SELF-TAPPING SCREWS.

12. LINK SEAL FOR CONDUIT THRU FOUNDATION WALL, PERIMETER STEEL COLUMN GROUND.

13. ATTACH NAMEPLATE TO GEAR WITH SHEET METAL SCREWS. ADHESIVE MOUNTED NAMEPLATES ARE NOT ACCEPTABLE.

14. REFER TO SINGLE LINE DIAGRAMS AND SCHEDULES FOR ACTUAL DESIGNATIONS AND CIRCUIT NUMBERS THAT APPLY TO THIS PROJECT.

15. REFER TO SPECIFICATION SECTIONS FOR LABELING REQUIREMENTS.

16. PROVIDE STENCIL LETTER ENGRAVED IDENTIFICATION FOR THE FOLLOWING WITH ⅜ INCH HIGH LETTERS ON BACKGROUND OF CONTRASTING COLORS:

   • JUNCTION OR PULLBOX

   • FEEDER CONDUIT RUNS ON 25 FOOT CENTERS AND ON BOTH SIDES OF WALL AND FLOOR PENETRATIONS, WHERE VISIBLE FROM FLOOR

   • JUNCTION AND PULL BOXES OF SIGNAL AND COMMUNICATION SYSTEMS IDENTIFYING SYSTEM AND VOLTAGE.

   • LIGHTING OUTLET AND JUNCTION BOXES: IDENTIFY VOLTS AND CIRCUITS CONTAINED WITHIN BOX.

   • ELECTRIC PANELS: DANGER HIGH VOLTAGE

   • SIGNAL AND COMMUNICATIONS SYSTEM CONDUITS SIZED 1½ INCH AND LARGER AND ABOVE DEMOUNTABLE CEILINGS. INDICATE CIRCUIT DESIGNATION AND NUMBER ON ALL FEEDERS. INDICATE SYSTEM ON ALL JUNCTION OR PULLBOX.

   • BALLAST TURNOUT.

   • OUTDOOR & INDOOR LIGHT FIXTURES: IDENTIFY VOLTAGE AND CIRCUIT.

   • WARNING TAPE: PROVIDE RED WARNING TAPE AS REQUIRED.
CITY OF LOS ANGELES
ARTIST RELEASE FORM

The Artist identified below ("ARTIST") seeks to display the artwork identified below ("ARTWORK") at the Olympic Gateway Project ("PROJECT") located at the intersection of Normandie Avenue and Olympic Boulevard in Council District 10 in the City of Los Angeles ("CITY"). The ARTIST warrants and represents that he or she has entered into a contract (CONTRACT) with the Los Angeles Neighborhood Initiative, a 501(c)3 non-profit agency ("CONSULTANT"), to create and install the ARTWORK. That CONTRACT covers all right, title and all related intellectual property interests such as trademarks for the ARTWORK.

OWNERSHIP AND LICENSE: The ARTIST warrants and represents that the display of the ARTWORK as part of the PROJECT does not and will not infringe or violate the rights of any other party, including any copyright interests. The ARTIST grants to the City of Los Angeles (CITY) a non-exclusive license to display, copy, or reproduce the ARTWORK for any use during the time that the ARTWORK is installed in the public right of way or on other public property. This license and permission to display the ARTWORK at the Project site may be revoked at the sole discretion of the CONSULTANT, subject to 60 days written notification to the CITY. For any ARTWORK removed from the public right of way, the public right of way shall be repaired as per instructions included in the Revocable Permit.

COMPENSATION: The ARTIST is engaged as an independent subcontractor to the CONSULTANT and will be responsible for any federal, state, and local taxes and fees applicable to payment. The ARTIST, and its subcontractors and employees, are not employees of the CITY and are not eligible for any benefits through the CITY, including, without limitation, health benefits, workers’ compensation, unemployment compensation, and retirement benefits. The ARTIST attests that the CONSULTANT has paid ARTIST for satisfactory completion and performance of ARTWORK and fulfillment of all other obligations as set forth in the CONTRACT between CONSULTANT and ARTIST. The mutually agreed price in the CONTRACT shall represent full and complete compensation for all direct and indirect costs for the ARTWORK, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, permits, repairs, replacement, overhead and profit, and all liabilities, responsibilities, and obligations assigned to or assumed by ARTIST under the CONTRACT.

INDEMNIFICATION: The ARTIST shall indemnify, defend and hold the CITY and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, damages, and expenses, including reasonable attorney’s fees, which arise out of the installation and display of the ARTWORK, or arise out of or result from the performance of the ARTWORK.

Name of Artist (type or print legibly): NOT APPLICABLE

Address: __________________________________________________________

Email: ____________________________________ Phone: _________________________

Inventory of Artwork for display: __________________________________________

Artwork installed at: _______________________________________________________________________

Artist’s Signature: __________________________ Date: __________________________

Consultant’s Signature: ______________________ Date: __________________________
**MOTION**

The Koreatown Gateway Project in Council District 10 will be a cultural gateway spanning the intersection of Normandie Avenue and Olympic Boulevard in the heart of Koreatown. The community selected an award-winning design of a twisting cable structure that is illuminated and programmable from over 27 concept drawings. The design is evocative of the high-tech streets of Seoul and in direct contrast to the iconic, authentic Korean pavilion within sight of the structure. The cables will stretch between two 50' pole structures. Funding is needed to cover the estimated $3.6 million project cost.

The Koreatown Madang Linear Park Project, also in Council District 10, will extend the existing curb on Normandie Avenue, where it meets Irolo Street, to the center line of the two-lane street. Normandie Avenue, between Irolo Street and San Marino Street will become a one-way street with angled parking. The plaza space created will be landscaped with lighting and pedestrian seating and may include a water feature. Funding is also needed to cover the estimated $1.1 million project cost.

Funds are available to Council District 10 through the AB1290 Fund, taxable and tax-exempt CRA/LA Excess Bond Proceeds from the Wilshire Center/Koreatown Redevelopment Project Area, and possibly Quimby funds derived from the area that can assist with development costs related to both projects. In accordance with policies adopted by Council (C.F. 14-1174) related to the CRA/LA Bond Expenditure Agreement and Bond Spending Plan, any proposal to expend CRA/LA Excess Bond Proceeds shall be initiated by Council Motion. Proposals will be reviewed by the CRA/LA Bond Oversight Committee, Economic Development Committee, and any other applicable committee with final recommendations presented to the Council and Mayor for final consideration and approval. The use of taxable and tax-exempt CRA/LA Excess Bond Proceeds for cultural investments in the Wilshire Center/Koreatown Redevelopment Project Area is an eligible expense identified in the Bond Expenditure Agreement and Bond Spending Plan.

I THEREFORE MOVE that the Council instruct the Economic and Workforce Development Department (EWDD), with the assistance of the City Administrative Officer, Chief Legislative Analyst, Bureau of Engineering (BOE), and any other applicable City department, to provide a report with recommendations to the CRA/LA Bond Oversight Committee to allocate all remaining taxable and tax-exempt CRA/LA Excess Bond Proceeds available to Council District 10, including any earned interest, for development costs related to the Koreatown Gateway and Koreatown Madang Linear Park projects (Projects) as identified in the Bond Expenditure Agreement and Bond Spending Plan for the Wilshire Center/Koreatown Redevelopment Project Area.

I FURTHER MOVE that the Council authorize the expenditure of all remaining taxable and tax-exempt CRA/LA Excess Bond Proceeds available to Council District 10, including any earned interest, from the Wilshire Center/Koreatown Redevelopment Project Area to be utilized by BOE for development costs related to the Projects upon Council’s approval of the forthcoming EWDD report.

I FURTHER MOVE that $1,500,000 in AB1290 Fund No. 53P, Account No. 281210 (CD 10 Redevelopment Projects – Services) be transferred/appropriated to the BOE (Account TBD) for development costs related to the Projects.

I FURTHER MOVE that Council request that the Board of Recreation and Parks Commissioners allocate $1,500,000 in Quimby Funds available to Council District 10 for use by BOE for development costs related to the Projects.

I FURTHER MOVE that Council instruct City Administrative Officer to prepare the necessary Controller instructions for transfer of the above stated funding and be authorized to make technical corrections or adjustments that may be required to effectuate the intent of this Motion and authorize the Controller to implement these instructions.

PRESENTED BY:  
HERB J. WESSON, JR.  
Councilmember, 10th District

SECONDED BY:
At a Special Meeting on September 17, 2019, the CRA/LA Bond Oversight Committee approved recommendations in the attached Economic and Workforce Development Department (EWDD) report and instructed staff to transmit to Council for consideration. Council approval of the report recommendations would authorize the appropriation of up to $1,755,166 in CRA/LA Excess Non-Housing Bond Proceeds plus all earned interest from the Wilshire Center Koreatown Project Area (Taxable Series 2006-A and 2008-B) for the Olympic Gateway Project.

**Fiscal Impact Statement:** There is no impact on the City's General Fund from the proposed appropriation. The CRA/LA Excess Non-Housing Bonds Proceeds Fund No. 57D is funded solely from transfers totaling approximately $88.4 million in pre-2011 tax allocation bond proceeds from CRA/LA to the City. (C.F. 14-1174) Said transfers have been deposited with the Office of the Controller.

Richard H. Llewellyn, Jr.
City Administrative Officer
Chair, CRA/LA Bond Oversight Committee
September 17, 2019

CRA/LA Bond Oversight Committee  
c/o Jacqueline Wagner  
Office of the City Administrative Officer  
Room 1500, City Hall East

BOND OVERSIGHT COMMITTEE TRANSMITTAL: REQUEST REVIEW AND RECOMMENDATION THAT COUNCIL AND MAYOR, AS REQUIRED, APPROPRIATE UP TO $1,755,166 IN TAXABLE CRA/LA EXCESS NON-HOUSING BOND PROCEEDS PLUS ALL TAXABLE AND TAX-EXEMPT EARNED INTEREST FROM THE WILSHIRE CENTER/KOREATOWN REDEVELOPMENT PROJECT AREA (TAXABLE SERIES 2006-A AND 2008-B) FOR THE OLYMPIC GATEWAY PROJECT

The Interim General Manager of the Economic and Workforce Development Department (EWDD) requests your review, approval and processing of the recommendations in this transmittal to the Mayor and City Council for their review and consideration.

RECOMMENDATIONS

The Interim General Manager of EWDD, or designee, requests that the Bond Oversight Committee (BOC) recommend that the City Council, subject to the approval of the Mayor as required:

1. FIND that the action of appropriating and withholding expenditure of funds for the Olympic Gateway Project (Project), pending the completion, review and consideration of planning and environmental documents related to Project is not a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4) because it merely creates a funding mechanism or other government fiscal activity that does not commit the City to a project that may result in a potentially significant impact on the environment, and that preparing preliminary planning and environmental documents is not a project pursuant to CEQA Guidelines Section 15378(b)(5) because it is an administrative activity that will not result in physical changes in the environment;
2. APPROVE up to $1,755,166 in taxable CRA/LA Excess Non-Housing Bond Proceeds (EBP) plus all earned taxable and tax-exempt interest (Interest) available to Council District (CD) 10 from the Wilshire Center/Koreatown Redevelopment Project Area (Project Area) to be utilized for Project;

3. AUTHORIZE the Department of Public Works, Bureau of Engineering (BOE) to be the implementing department for activities related to Project;

4. AUTHORIZE BOE to approve, negotiate and execute contracting documents as required to implement Project with selected contractor(s) (Contractor) subject to the Board of Public Works (BPW) approval to perform the scope of work to effectuate Project;

5. DIRECT BOE to transmit copies of all executed agreement awards related to Project to EWDD;

6. AUTHORIZE the Controller, subject to the requirements below and the availability of funds and a duly executed and encumbered contract between BOE and Contractor(s), to expend up to $1,755,166 plus Interest from EBP Fund No. 57D, Account Nos. 22L9TT and 22S9TT Wilshire Center/Koreatown Taxable Series 2006-A and 2008-B, and to expend up to the total amount of Interest available from EBP Fund No. 57D, Account No. 22S9TN Wilshire Center/Koreatown Tax-Exempt Series 2008-C, for activities related to Project upon presentation of proper documentation by BOE, and satisfactory review and approval of EWDD in accordance with the terms and conditions of the Bond Expenditure Agreement (BEA);

7. AUTHORIZE BOE to perform limited preliminary planning as may be necessary to conduct the environmental review for Project from the above-noted funds allocated to Project;

8. DIRECT BOE to withhold expending, or committing to expend, any of the remainder of the above-noted funds allocated to Project until all of the following have occurred:
   a. BOE has completed the preliminary planning documents and environmental review documents;
   b. The City has complied with the requirements of CEQA with respect to Project, including obtaining any necessary CEQA clearances; and
   c. BPW has considered and approved Project for expenditure of the remaining funds;

9. DIRECT BOE to expend the EBP appropriation no later than September 30, 2024;

10. DIRECT BOE to report on its work accomplishments to the Office of the City Administrative Officer (CAO), and fund expenditures to EWDD, on a quarterly and as-needed basis; and
11. AUTHORIZE the Interim General Manager of EWDD, or designee, to prepare Controller instructions and/or make technical adjustments that may be required and are consistent with this action, subject to the approval of the CAO, and authorize the Controller to implement these instructions.

SUMMARY

Transmitted herewith for your review, approval, and further processing are recommendations pursuant to a CD 10 Motion (Wesson-Ryu) (Attachment 1) which was adopted by Council on July 3, 2019 (C.F. 14-1174-S85).

The Motion requests that all remaining taxable and tax-exempt EBP plus Interest in Project Area within CD 10 be allocated to BOE for development costs related to the Koreatown Gateway and the Koreatown Madang Linear Park, which have a combined total estimated cost of $4.7 million. Due to certain restricted use for a portion of funding towards the estimated $4.7 million total project cost, it is determined that Project’s EBP and Interest allocation will only be used for the Koreatown Gateway which has an estimated total cost of $3.6 million. In subsequent meetings with CD 10 and the BOC team, the name of the Koreatown Gateway Project was changed to the Olympic Gateway Project. Cultural Investments, including investments in facilities, capital improvements and public art that brand the Koreatown area, enhance cultural tourism, and further community goals, were identified as a potential project in the Project Area’s Bond Spending Plan (BSP) that was adopted by Council on June 24, 2015 (C.F. 14-1174). However, there are only sufficient funds for the Koreatown Gateway element from CD 10’s portion of EBP and Interest in Project Area.

The original EBP in Project Area available to CD 10 was $6,975,260 consisting of $5,631,940 taxable, and $1,343,320 tax-exempt EBP. After the 16% ($901,110) taxable EBP bond administration, there remained a combined $6,074,150 in Project Area available to CD 10. CD 10 subsequently received an additional $2,857,016 in tax-exempt EBP from the FY 17/18 and FY 19/20 Recognized Obligations Payment Schedules (ROPS), thus bringing CD 10’s total EBP to $8,931,166. This transmittal’s proposed allocation, along with two (2) pending and BOC/Council approved motions, will completely exhaust CD 10’s taxable and tax-exempt EBP and Interest in Project Area.

EWDD ANALYSIS

EWDD has met with CD 10 and BOE regarding Project. Project consists of a twisting cable structure stretching between two 50-foot pole structures spanning the intersection of Normandie Avenue and Olympic Boulevard in the heart of Koreatown. The community selected this award winning design that is illuminated and programmable to evoke imageries of the high tech streets of Seoul.

BOE will serve as the implementing department who will oversee Contractor’s completion of design and permitting towards bidding and construction. The scope of work consists principally of designing and constructing an illuminated cultural gateway diagonally spanning Olympic Boulevard and Normandie Avenue.
The estimated total project cost is $3.6 million with budget breakdown as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Administration/Outreach</td>
<td>$385,000</td>
</tr>
<tr>
<td>Design/Engineering</td>
<td>$100,000</td>
</tr>
<tr>
<td>Construction Management</td>
<td>$275,000</td>
</tr>
<tr>
<td>Construction Hard Cost</td>
<td>$2,760,933</td>
</tr>
<tr>
<td>Utility Pole Relocation</td>
<td>$110,000</td>
</tr>
<tr>
<td><strong>Total Estimated Budget</strong></td>
<td><strong>$3,630,933</strong></td>
</tr>
</tbody>
</table>

Project will receive $1,500,000 in AB 1290 funding as outlined in the Motion. The $1,755,166 taxable EBP allocation plus $380,455 interest (through June 30, 2019) is sufficient to cover the remaining estimated project cost of $2,130,933. Below is the estimated cost and EBP utilization breakdown:

**Taxable EBP Estimates**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Management</td>
<td>$31,362</td>
</tr>
<tr>
<td>Grading</td>
<td>$109,000</td>
</tr>
<tr>
<td>Concrete Pile Caps</td>
<td>$173,000</td>
</tr>
<tr>
<td>Drilled Piles/Excavation</td>
<td>$234,500</td>
</tr>
<tr>
<td>Structural Steel</td>
<td>$1,233,350</td>
</tr>
<tr>
<td>Electrical</td>
<td>$240,000</td>
</tr>
<tr>
<td><strong>Total Taxable Cost Estimates</strong></td>
<td><strong>$2,021,212</strong></td>
</tr>
</tbody>
</table>

**Tax-Exempt EBP Estimates**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$57,000</td>
</tr>
<tr>
<td>Salvage/Erosion Control</td>
<td>$27,721</td>
</tr>
<tr>
<td>Painting</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Total Tax-Exempt Cost Estimates</strong></td>
<td><strong>$109,721</strong></td>
</tr>
</tbody>
</table>

**Total Taxable and Tax-Exempt Estimates:** $2,130,933

Upon Council adoption and City compliance with CEQA, Contractor(s) will work towards completion of the remaining 40% design. Construction related activities will commence thereafter over 2 years. Project completion is targeted for January 2022.

Contract(s) must be executed and encumbered with EBP appropriation fully expended no later than September 30, 2024. Deliverables and/or activity reports showing percentages of completion must accompany BOE's original signed off invoices to be submitted to EWDD. Disbursements will be authorized pursuant to receipt and satisfactory review by EWDD to ensure compliance with bond covenants and BEA, and that the approved charges adhere to the spending categories and amounts outlined in this transmittal.

BOE will report on its work accomplishments to CAO, and fund expenditures to EWDD, on a quarterly and as-needed basis for their respective reporting to the BOC, Mayor and CRA/LA.
BENEFITS TO THE AFFECTED TAXING ENTITIES

The key benefits from this Project includes the removal of a dangerous secondary street segment and an awkward intersection, reduction in traffic accidents and related injuries and property damage, connecting two culturally significant landmarks in Wilshire Koreatown, and the creation of open space in a congested and high density community.

ENVIRONMENTAL REVIEW

The City of Los Angeles Housing and Community Investment Department provided the environmental analysis below:

The recommended actions are not considered a "project" pursuant to CEQA. Consistent with CEQA Guidelines Section 15378(b)(4), approving the allocation of funds for Project and concurrently withholding any expenditure of those funds pending the completion, review, and consideration of planning and environmental documents and consideration of whether or not to approve Project, is not a project. Such actions are intended to only create a funding mechanism or other government fiscal activity that does not commit to a project that may result in a potentially significant impact on the environment. Instead, the funds would be made available to Project, similar to other regular government budgeting activities. But, just as such occurs with other City budgeting procedures, no construction of Project will occur until the City has complied with CEQA (including the preparation and consideration of an environmental review document, if needed), and until BPW has ultimately reviewed and determined whether or not to approve moving forward with, and expending the funds on Project.

Accordingly, after preparing preliminary planning and environmental documents, BOE's expenditure of the remainder of the funds will not occur until all of the following have occurred: (1) BOE has completed the preliminary planning and environmental review documents; (2) the City has complied with the requirements of the CEQA with respect to Project, including obtaining any necessary CEQA clearances prior to final consideration and approval of Project by BPW; (3) and BPW has considered and approved Project. This process is intended to ensure compliance with CEQA by evaluating and considering the environmental impacts before deciding whether to proceed with Project. If BPW ultimately determines not to proceed with Project, the remaining funds will not be used on Project.

Also, consistent with CEQA Guidelines Section 15378(b)(5), preparing preliminary planning and environmental documents is not a project pursuant to CEQA because it is only an administrative activity that will not result in physical changes in the environment. Preparing such preliminary documents does not commit the City to completing Project. Rather, such documents merely facilitate assisting BPW with evaluating whether Project will potentially impact the environment when it considers whether to approve Project.
CAO COVENANT REVIEW

CAO has completed its review of the original bond documents, covenants and BSP, and has found that the proposed use of EBP, as presented, is consistent with those documents.

FISCAL IMPACT STATEMENT

There is no impact on the City's General Fund from the proposed allocation of EBP. The CRA/LA EBP Fund No. 57D is funded solely from transfers of approximately $88.4 million in pre-2011 tax allocation bond proceeds from CRA/LA to the City (C.F. 14-1174, 14-1174-S36, and 14-1174-S78). Said Transfers have been deposited with the Office of the Controller.

JOHN L. REAMER, JR.
Interim General Manager

ATTACHMENT 1: Motion (Wesson-Ryu) C. F. 11-1174-S85
MOTION

The Koreatown Gateway Project in Council District 10 will be a cultural gateway spanning the intersection of Normandie Avenue and Olympic Boulevard in the heart of Koreatown. The community selected an award winning design of a twisting cable structure that is illuminated and programmable from over 27 concept drawings. The design is evocative of the high tech streets of Seoul and in direct contrast to the iconic, authentic Korean pavilion within sight of the structure. The cables will stretch between two 50' pole structures. Funding is needed to cover the estimated $3.6 million project cost.

The Koreatown Madang Linear Park Project, also in Council District 10, will extend the existing curb on Normandie Avenue, where it meets Irolo Street, to the center line of the two-lane street. Normandie Avenue, between Irolo Street and San Marino Street will become a one-way street with angled parking. The plaza space created will be landscaped with lighting and pedestrian seating and may include a water feature. Funding is also needed to cover the estimated $1.1 million project cost.

Funds are available to Council District 10 through the AB1290 Fund, taxable and tax-exempt CRA/LA Excess Bond Proceeds from the Wilshire Center/Koreatown Redevelopment Project Area, and possibly Quimby funds derived from the area that can assist with development costs related to both projects. In accordance with policies adopted by Council (C.F. 14-1174) related to the CRA/LA Bond Expenditure Agreement and Bond Spending Plan, any proposal to expend CRA/LA Excess Bond Proceeds shall be initiated by Council Motion. Proposals will be reviewed by the CRA/LA Bond Oversight Committee, Economic Development Committee, and any other applicable committee with final recommendations presented to the Council and Mayor for final consideration and approval. The use of taxable and tax-exempt CRA/LA Excess Bond Proceeds for cultural investments in the Wilshire Center/Koreatown Redevelopment Project Area is an eligible expense identified in the Bond Expenditure Agreement and Bond Spending Plan.

I THEREFORE MOVE that the Council instruct the Economic and Workforce Development Department (EWDD), with the assistance of the City Administrative Officer, Chief Legislative Analyst, Bureau of Engineering (BOE), and any other applicable City department, to provide a report with recommendations to the CRA/LA Bond Oversight Committee to allocate all remaining taxable and tax-exempt CRA/LA Excess Bond Proceeds available to Council District 10, including any earned interest, for development costs related to the Koreatown Gateway and Koreatown Madang Linear Park projects (Projects) as identified in the Bond Expenditure Agreement and Bond Spending Plan for the Wilshire Center/Koreatown Redevelopment Project Area.

I FURTHER MOVE that the Council authorize the expenditure of all remaining taxable and tax-exempt CRA/LA Excess Bond Proceeds available to Council District 10, including any earned interest, from the Wilshire Center/Koreatown Redevelopment Project Area to be utilized by BOE for development costs related to the Projects upon Council’s approval of the forthcoming EWDD report.

I FURTHER MOVE that $1,500,000 in AB1290 Fund No. 53P, Account No. 281210 (CD 10 Redevelopment Projects – Services) be transferred / appropriated to the BOE (Account TBD) for development costs related to the Projects.

I FURTHER MOVE that Council request that the Board of Recreation and Parks Commissioners allocate $1,500,000 in Quimby Funds available to Council District 10 for use by BOE for development costs related to the Projects.

I FURTHER MOVE that Council instruct City Administrative Officer to prepare the necessary Controller instructions for transfer of the above stated funding and be authorized to make technical corrections or adjustments that may be required to effectuate the intent of this Motion and authorize the Controller to implement these instructions.

PRESENTED BY: HERB J. WESSON, JR. 
Councilmember, 10th District

SECONDED BY: [signature]
SOLE SOURCE CONTRACT - UNIVERSITY OF CALIFORNIA, LOS ANGELES

Recommending the Board:

1. APPROVE and FORWARD this report with transmittals to the Mayor requesting approval and authorization for the President or two Commissioners of the Board to authorize the City Engineer to enter into a sole source contract with the University of California, Los Angeles for performing a phased comprehensive study to assess hillside streets with a budget authority of $1 million.

(W.O. E1908860)

REF: COUNCIL FILE NOS.18-1114, 17-1143

ATTACHMENTS:

   Description
   BOE BSS 1
   BOE BSS 1 TR 1
   BOE BSS 1 TR 2
   BOE BSS 1 TR 3
   BOE BSS 1 TR 4
   BOE BSS 1 TR 5
   BOE BSS 1 TR 6
   BOE BSS 1 TR 7
   BOE BSS 1 TR 8
   BOE BSS 1 TR 9
Department of Public Works
Bureau of Engineering
Bureau of Street Services
Joint Report No. 1

June 1, 2022
CD No. All

AUTHORIZE the CITY ENGINEER TO ENTER INTO A SOLE SOURCE CONTRACT WITH THE UNIVERSITY OF CALIFORNIA, LOS ANGELES FOR PERFORMING A PHASED COMPREHENSIVE STUDY TO ASSESS HILLSIDE STREETS IN RESPONSE TO COUNCIL FILE NOS.18-1114 AND 17-1143 (WORK ORDER NO. E1908860)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

APPROVE and FORWARD this report with transmittals to the Mayor requesting that he approves and authorizes the President or two Commissioners of the Board to authorize the City Engineer to enter into a sole source contract with the University of California, Los Angeles (UCLA) for performing a phased comprehensive study to assess hillside streets with a budget authority of $1M.

FISCAL IMPACT STATEMENT

There is no direct impact to the General Fund. Funding will be provided by the Bureau of Engineering (BOE) Equipment and Training Trust Fund, Fund No. 568.

TRANSMITTALS


3. Copy of the BOE and the Bureau of Street Services (StreetsLA) joint report to the City Council (Council File Nos. 18-1114 and 17-1143), dated November 18, 2020.

4. Copy of the BOE and the StreetsLA joint report to the City Council (Council File Nos. 18-1114 and 17-1143), dated June 16, 2021.


DISCUSSION

Background and Scope of Work

On January 25, 2019, the City Council instructed the BOE and the StreetsLA to report on a comprehensive list of all hillside streets which cannot be resurfaced in their current condition; to identify the resources necessary to conduct a detailed analysis of these hillside streets; and to prepare a working plan to address them (Transmittal No. 1). The StreetsLA identified 2,126 hillside street segments which are currently not included in their regular maintenance program. Converted to miles, the segments add up to an estimated 270 centerline miles of hillside streets which are not currently maintained by the StreetsLA.

On March 27, 2018, the City Council instructed the BOE and the StreetsLA to report on the assessment of recently reinstated hillside streets previously withdrawn from public use (Transmittal No. 2). In response to this, a task force was formed consisting of staff from the BOE and the StreetsLA. The task force collaborated to investigate each of the 278 street segments that were reinstated per Ordinance No. 186020, adopted on March 6, 2019. The task force visited each street segment to determine which segments were suitable to be maintained in their present condition and which segments required some form of improvements before they could be included into the City of Los Angeles’ (City) regular maintenance program. Based on this effort it was determined that 118 segments can be maintained in its current condition and 160 segments required some level of engineering and construction prior to the City’s ability to maintain the segments.

In its entirety, there are over 12,400 street segments included within the Baseline Hillside Ordinance area. A large majority of these street segments are not currently constructed to the City’s standard for local streets, or even to a Hillside Limited Street, which consists of a 28-foot wide paved roadway within a 36-foot right-of-way. In fact, the Baseline Hillside Ordinance allows for a minimum 20-foot wide paved roadway in most cases.

Our joint report to the City Council, dated November 18, 2020 (Transmittal No. 3), and subsequent follow up report, dated June 16, 2021 (Transmittal No. 4), recommended that the study investigate all the street segments within the Baseline Hillside Ordinance Boundary, and not limit the study to the 2,404 segments, with the understanding that the study will likely find that there are many streets that can be maintained, but are substandard and may be high priority for improvement due to the other prioritization criteria such as emergency egress during a fire. The 12,400 street segments roughly equate to 1,575 centerline miles. In order to provide a comprehensive assessment of all
the street segments within the hillside area, it would require significantly more resources, specialized tools and technology that exist in the private industry and academia. As a result, the BOE’s report to the City Council included a recommendation to partner with a local university to capture and assess such data.

On May 12, 2021, the City Council adopted (Transmittal No. 5) the report from the Public Works Committee, dated January 27, 2021 (Transmittal No. 6), and subsequently on June 30, 2021, approved (Transmittal No. 7) the report from the Public Works Committee, dated June 23, 2021 (Transmittal No. 8) adopting recommendations No. 3a-3e of the BOE report dated June 16, 2021, instructing the BOE to work with various City departments to proceed with a phased comprehensive study to assess hillside streets in partnership with a local university.

The BOE established a working group of staff from the StreetsLA, the Los Angeles Fire Department, the Department of City Planning, and the Los Angeles Department of Transportation. The BOE has been working on identifying what data currently exists and what additional information may be useful for each respective agency to see if we can capture such data with this effort. The BOE has also been working on establishing what the key factors will be in developing a prioritization index to rank the street segments once the data is gathered. The plan is to establish a prioritization system which would identify the street segments that would provide the most overall benefit if they were improved. The assessment criteria may include, emergency access, existing roadway conditions, the number of homes taking sole access from a segment, the cost of improvements, the ability of the StreetsLA to provide maintenance, and risk reduction/assessment.

In having worked with the UCLA’s Civil Engineering Department in the past, the BOE was aware that they had a unique ability within their program to map the built infrastructure with the use of technology and computer related analysis, and as such, it seemed like they would be a good partner for the study. The BOE reached out to the UCLA's Civil Engineering Department to explore the feasibility of their participation, and they stated that they were also interested to do a joint project that would benefit the community as well.

We received a proposal from the UCLA for a three-phase study (Transmittal No. 9). The services to be provided by the UCLA include gathering and assessing data for hillside streets using advanced innovative methods such as LIDAR (Light Detection and Ranging) surveying, also using autonomous robots and artificial intelligence to assess infrastructure. The cost is estimated at $300,000 per year, with a $100,000 contingency.
The City does not have the resources, including the staffing or the technology to be able to gather this data internally. The field investigations performed per City Council direction (Council File No. 17-1143) took upwards of six months to investigate a total of 278 locations. In addition, the information gathered during these field visits was not as thorough as what can be gathered with the use of this advanced technology.

Due to the magnitude of study, limited staffing, and the need for advanced innovative methods such as LIDAR surveying, the BOE recommends working with the UCLA to help us gather and assess the data. This approach will be much more time and cost efficient rather than allocating City staff to perform the investigations and gather the information. Also, working with a university will be less costly than hiring a consultant, and they are driving the implementation of cutting-edge technology. This will also benefit local students that will be participating in the project.

Per the City’s Administrative Code which sets requirements for competitive bidding,

\textit{Division 10.15 Competitive Bids,}
\textit{\ 
(a) The restrictions of this section shall not apply to:}
\textit{\ 
... (2) Contracts, as determined by the contracting authority, for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which the contracting authority finds that competitive bidding is not practicable or advantageous.}

The UCLA is a governmental entity that is performing research within their Civil Engineering Department in the use of the technology proposed for this project. The BOE proposes and recommends that the contract can be executed with the UCLA without competitive bidding just based on them being a governmental entity, but that further it would not likely be advantageous to the City to competitively bid the work because the cost proposed by the UCLA is very reasonable considering the extensive area to be analyzed. The BOE staff have met with the City Attorney’s Office and received concurrence that the contract could be exempted from competitive bidding for the reason discussed.

\textbf{STATUS OF FUNDING}

The funding for this contract comes from the Public Works Engineering Equipment and Training Trust Fund, Fund No. 568, Department No. 50. $595,531 has been approved for the study. Additional funding will be approved at a later date, up to the $1M budget authority.

The City’s liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City’s liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.
Department of Public Works
Bureau of Engineering
Bureau of Street Services
Joint Report No. 1

June 1, 2022
Page 5

( SY RMK TA DR AB SL )

Report reviewed by:
BOE (ADM)

Report prepared by:
Valley District
Shaun Yepremian, PE
District Engineer
Phone No. (818) 374-4635

SY/AN/03-2022-0040.VAL.Ik

Questions regarding this report may be referred to:
Ali Nahass, PE, Civil Engineer,
Phone No. (818) 374-4626
E-mail: ali.nahass@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

for
Keith Mozee
Director
Bureau of Street Services
This Agreement is entered into this _____, 2022, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of its Los Angeles Campus, a public nonprofit educational institution exempt under Section 501(c)(3) of the IRS code, hereinafter called "University," the Los Angeles Bureau of Engineering, hereinafter called "Sponsor."

1. **Statement of Work**

   Work under this Agreement will be performed by the University on a reasonable effort basis in accordance with the statement of work attached as Exhibit A hereof.

2. **Deliverables**

   A final technical report to Sponsor upon conclusion of work performed hereunder will be the only deliverable under this Agreement unless additional deliverables are set forth in Exhibit A hereof.

3. **Performance Period**

   Work under this Agreement will be performed during the period of November 1, 2021 through October 31, 2023.

4. **Cost to Sponsor**

   The cost to Sponsor for University's performance hereunder will be $595,531.

5. **Payment**

   Payments will be made to University by Sponsor in accordance with Exhibit C hereof. Checks will be made payable to The Regents of the University of California, reference Agreement No. 20220480, and will be sent to:

   Payment Solutions and Compliance  
   Box 957089, 1125 Murphy Hall  
   405 Hilgard Avenue  
   Los Angeles, CA 90095-7089  
   EFMCashManagement@research.ucla.edu

6. **Principal Investigator**

   University's performance hereunder will be under the direction of Prof. Sriram Narasimhan, Principal Investigator. In the event that the Principal Investigator becomes
unable or unwilling to continue work under this Agreement and an alternate Principal
Investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this
Agreement in accordance with Article 14 hereof.

7. Rights in Data

University will have the right to copyright, publish, disclose, disseminate and use, in whole
and in part, any data and information developed or received by University under this
Agreement that is not subject to the Confidentiality obligations of Article 10 hereof.
Sponsor will have the right to publish and use any technical reports and information
specified to be delivered hereunder, including the right to disclose, disseminate and use
any data, for internal, educational, non-commercial research, evaluation, and governmental
purposes. It is agreed, however, that under no circumstances will Sponsor state or imply
in any publication or other published announcement that University has tested or approved
any product.

8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such
supplies and equipment will vest in University.

9. Copyright

Copyright in works, including computer software, created or fixed in a tangible medium of
expression by University under this Agreement will vest in University. At Sponsor's
request and to the extent that University has the legal right to do so, University will grant
to Sponsor a license to such works on reasonable terms and conditions, including
reasonable royalties, as the parties mutually agree in a separate writing.

10. Confidentiality

During the course of this Agreement, Sponsor may provide University with certain
information or material, including oral disclosure of information, which will be reduced to
writing within thirty (30) days, which Sponsor has marked as "Confidential." Except as
required by law, University will receive and hold such information in confidence and
agrees to use reasonable effort to prevent its disclosure to third parties. This obligation
will continue in effect for three (3) years after expiration or termination of the Agreement.

University will not consider information disclosed to it by Sponsor as confidential which:
(1) is now public knowledge or subsequently becomes such through no breach of this
Agreement; (2) is rightfully in University's possession prior to Sponsor's disclosure as
shown by written records; (3) is rightfully disclosed to University by a third party; or (4)
is independently developed by or for University without reliance upon confidential information received from Sponsor.

Sponsor acknowledges that University, as a public educational institution, does not have financial resources to sustain liability for disclosure of confidential information and cannot guarantee confidentiality.

11. **Publication**

University will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder. University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication.

12. **Applicable Law**

Each party’s performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This agreement shall be enforced and interpreted under the laws of the State of California and the City. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of the provisions shall not be affected thereby.

13. **Notice**

Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

University: The Regents of the University of California  
Office of Contract and Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, California 90095-1406

Attention: Flora O’Brien  
Contract and Grant Officer

Sponsor: _____  
_____  
_____  
Attention: _____

14. **Termination**

Either University or Sponsor may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, University will cease further
obligation of project funds and will take all reasonable steps to cancel and otherwise minimize termination costs. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

15. **Publicity**

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

16. **Indemnification**

University will indemnify, defend and hold harmless Sponsor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its trustees, officers, agents or employees.

Sponsor will indemnify, defend and hold harmless University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its directors, officers, agents or employees.

17. **Excusable Delays**

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, epidemic, pandemic, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

18. **Assignment**

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates. Such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.
19. Amendments

This document constitutes the entire agreement between parties, and may be modified or amended only by written agreement signed by authorized representatives of both parties.

SPONSOR: _________________________________
By: _________________________________
(Signature)
By: _________________________________
(Signature)
Title: _________________________________
Date: _________________________________

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By: _________________________________
(Signature)
By: _________________________________
(Signature)
Title: Contract and Grant Officer
Date: 3/9/2022 _______________________________
November 8, 2021

Mr. Ted Allen
Los Angeles Bureau of Engineering
VIA Email ted.allen@lacity.org

Dear Mr. Allen,

The Regents of the University of California, on behalf of the Los Angeles campus (UCLA), is pleased to submit the following revised proposal:

Title: Assessment and Prioritization Plan for Hillside Ordinance Streets

Period of Performance: 11/22/2021 – 11/21/2023

Amount Requested: $595,531

UCLA Principal Investigator: Prof. Sriram Narasimhan

The revised proposal is being submitted in anticipation of an agreement containing mutually agreeable terms and conditions applicable to State of California funded, institutions of higher education conducting unclassified fundamental research. Moreover, UCLA contemplates, consistent with University of California policies and U.S. Patent laws, retaining rights to copyrights and Intellectual Property it creates under the agreement including maintaining; its long-standing practice that inventions arising from University research funded by State, county and municipal government are the sole and exclusive property of The Regents of the University of California.

Should an award be made, kindly forward notification and/or an award agreement to UCLA’s Office of Contract and Grant Administration at awards@research.ucla.edu and reference UCLA internal number 20220480. Technical questions should be directed to the UCLA Principal Investigator. Administrative or contractual questions should be directed to me at (310) 206-0897 or via email at flora.obrien@research.ucla.edu.

Sincerely,

Flora O’Brien
Contract and Grant Officer
Office of Contract and Grant Administration
University of California, Los Angeles
Assessment and Prioritization Plan for Hillside Ordinance Streets

Summary: This proposal is presented to the City of Los Angeles’s Bureau of Engineering (BOE) to assess and develop a prioritization plan for; the re-integration of hillside side street segments that were previously withdrawn from public use (CF17-1143), existing street segments within the hillside network that are currently not being maintained (CF18-1114), and the remainder of street segments within the hillside area, which are being maintained, however, may require improvements. The current state—including street condition, prevailing hazards, and meeting the City’s standards for the applicable classification—of nearly 12,400 segments, (~1,424 miles of hillside streets) fall on a broad spectrum. As a result, the prioritization plan will assess not only the cost and effort to re-integrate the approximate 2,404 segments (270 miles of roadway) currently not being maintained, but those of which are being maintained, however may not meet current standards and can receive a higher prioritization score. The remainder of the segments which do meet the current standards and are being maintained will also be documented as such. Hence resource allocation for capital works prioritization should take into account not only the current state of the individual street segments within the inventory but also its importance, including access during emergencies.

This proposal outlines the scope of work and cost estimate for developing an assessment and prioritization framework to complete the process of re-integration of hillside streets and restoring them to the City’s and other applicable standards. This framework will be led by researchers from UCLA in close collaboration with BoE staff. In addition to an extensive data collection campaign to gather street-level state information, key supporting data and inputs for the prioritization framework and plans will be collected through consultations with the Bureau of Streets Services, Department of Transportation, Department of City Planning and the Los Angeles Fire Department.

The overall project will be executed in three phases, one year for each phase. Phase 1 activities will identify the highest priority street segments from the hillside street inventory to be retained for further detailed quantitative treatment. This will be achieved through analyzing existing data on this inventory, image analysis—gathered from street-level images using a mapping kit and publicly available data sources—combined with contextual data regarding street segments where such data is missing, and consultations with stakeholders. Phase 2 activities will build upon the data and processes from Phase 1 to include granular data gathered from lidar and other sensors for the inventory identified previously, then fusing this information with contextual data to develop a quantitative prioritization framework. Phase 3 will focus on software development and scaling the tools, data, and processes from previous phases to the remaining hillside street inventory. UCLA’s cost estimate for this effort is $298,374 for Phase 1 (Year 1) and $297,157 for Phase 2 (Year 2), which will be used towards direct and indirect salary costs to support two Ph.D. students, one post-doctoral fellow, and one month each for the two faculty co-investigators. Cost estimate for Phase 3 will be provided in Year 2 upon completing Phase 1.

Activities and deliverables: This project will be executed in three phases (1 year each), and the main activities and deliverables in each phase are tabulated in Table 1.

<table>
<thead>
<tr>
<th>Phase (Yr)</th>
<th>Major activities</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| 1 (1)      | • Identification of the high priority street segments from the hillside inventory using existing data sources and in consultations with stakeholders  
• Image data collection on a sub-set of the inventory (not currently being maintained) using street mapper and a camera mounted on | • A rough prioritization of the hillside inventory to identify the sub-set to include for detailed analysis  
• A report containing the prioritized street information, details on the framework and software tools used for this categorization |
a passenger vehicle; includes geo-referenced images and augmented with open data sets
- Addition of data from other sources such as sole access, services routes, traffic, hazards, etc.
- Develop formal screening framework to include such data and finalize the test segments (~50-80 miles of the inventory) for detailed analysis in Phase II

II (2)
- Detailed data collection for the test segments identified in Phase 1 using visual and other sensors
- Automate detection and segmentation of streets, sidewalks, fire hydrants, slopes, and encroachments to be used as inputs for street-level prioritization
- Street-level prioritization framework by combining sensor data with other relevant properties and data
- Segment-level prioritization of the sub-set inventory using quantitative analysis
- A detailed report containing the methodological details
- Detailed image and colorized maps (LIDAR + RGB used for calibration and validation) of the subset inventory
- Software tool for implementation; framework to integrate with an existing GIS tool developed/used by LA BoE
- Presentation to all the stakeholders

III (3-4)
- Complete the analysis for the entire hillside street inventory to incorporate both currently maintained and unmaintained inventory
- Integrate various software components into an easy-to-use software tool
- Extensible database and software tools to scale the analysis for the entire inventory
- Prioritization plan for the entire inventory and Class 4 cost-estimate
- Detailed report and a workshop to various stakeholders summarizing the methods and results

**Budget:** The cost estimate for Phase I and Phase II are described in the table below. Cost estimate for Phase 3 will be provided in Year 2, upon completing Phase 1.

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1 ($)</th>
<th>Year 2 ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate student support (2 PhDs)</td>
<td>69,523</td>
<td>73,757</td>
</tr>
<tr>
<td>Postdoctoral Fellow support</td>
<td>58,413</td>
<td>60,166</td>
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<tr>
<td>Faculty summer salary</td>
<td>39,632</td>
<td>41,480</td>
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<tr>
<td>Benefits</td>
<td>14,444</td>
<td>15,015</td>
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<tr>
<td>Other direct costs</td>
<td>54,792</td>
<td>45,421</td>
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<tr>
<td>Indirect cost (Benefits, UCLA overhead)</td>
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<td>61,318</td>
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<td><strong>Total ($)</strong></td>
<td><strong>298,374</strong></td>
<td><strong>297,157</strong></td>
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<td>Solicitation #:</td>
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<td></td>
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<tr>
<td><strong>SAIRES</strong></td>
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<tr>
<td>Co-PI: Ertugrul Taciroglu (summer salary)</td>
<td>20,700</td>
<td>Month</td>
</tr>
<tr>
<td>PI: Shirin Narsainian (summer salary)</td>
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<td>Month</td>
</tr>
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<td>1 Postdoc (level 1)</td>
<td>4,756</td>
<td>Month</td>
</tr>
<tr>
<td>1 Grad Student (Academic) - Step 7</td>
<td>5,708</td>
<td>Month</td>
</tr>
<tr>
<td>1 Grad Student (Summer) - Step 7</td>
<td>5,708</td>
<td>Month</td>
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<tr>
<td>1 Grad Student (Academic) - Step 7</td>
<td>5,708</td>
<td>Month</td>
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<tr>
<td>1 Grad Student (Summer) - Step 7</td>
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<td><strong>Subtotal-Salaries</strong></td>
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<td><strong>BENEFITS</strong></td>
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<tr>
<td>Co-PI: Ertugrul Taciroglu (summer salary)</td>
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<tr>
<td>PI: Shirin Narsainian (summer salary)</td>
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<td>Postdoc (level 1)</td>
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<tr>
<td>Grad Student (Academic) - Step 7</td>
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<td>UCRP Supplemental Assessment Interest (RIPNI)</td>
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<td><strong>Subtotal-Benefits</strong></td>
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<td><strong>OTHER DIRECT COSTS</strong></td>
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<td>Tech Infrastructure Fee (TIF)</td>
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<td>Hardware</td>
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<td>Computing infrastructure</td>
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<tr>
<td>Mileage</td>
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<td>1,000</td>
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<tr>
<td>General Liability</td>
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<td><strong>Subtotal-Other Direct Costs</strong></td>
<td>$ 54,792</td>
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<tr>
<td><strong>TOTAL DIRECT COSTS</strong></td>
<td>$ 236,855</td>
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<tr>
<td><strong>TOTAL INDIRECT COSTS</strong></td>
<td>26%</td>
<td>01,969</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$ 298,747</td>
<td></td>
</tr>
</tbody>
</table>

| Inflation: Salaries | 3.00% |  |
| Yr after 1st yr | 1 | 2 |

**Note:**
- All costs are in USD.
- The grand total includes all direct and indirect costs.
- Inflation rates are applied to the salaries as per the table.
BUDGET JUSTIFICATION

Senior Personnel:

Sriram Narasimhan, Principal Investigator, will devote 1 summer month @ 100% effort per year for all years. He will be responsible for the supervision of one graduate student, co-supervision of one post-doctoral fellow, and the overall development of the project tasks, methodology and goals. His current 9-month annual salary is $160,000 with an anticipated 3% increase effective 10/1/2021. A 3% increase for each subsequent year is budgeted. Funds requested: Yr1: $18,311; Yr2: $18,861. Total request: $37,172.

Ertugrul Taciroglu, Co-Principal Investigator, will devote 1 summer month @ 100% effort per year for all years. He will be responsible for the supervision of one graduate student, co-supervision of the post-doctoral fellow and co-development of the project tasks and goals. His current 9-month annual salary is $186,300 with an anticipated 3% increase effective 10/1/2021. A 6.09% increase for Year 2 is budgeted for an anticipated merit increase effective 7/1/2022. Funds requested: Yr1: $21,321; Yr2: $22,619. Total request: $43,940.

Faculty salary projections are calculated on a 9-month appointment, based on rank and step, and paid as a summer ninth with an anticipated 3% increase per year.

The University definition of a “Year” (effective April 1, 2018) for budgeting and management of senior personnel compensation is the UCLA fiscal year (July 1 to June 30).

Other Personnel:

Postdoctoral Scholar: One UCLA postdoctoral scholar will work with the UCLA PI and the co-PI to execute project research. They will work closely with the PI, co-PI and the graduate students to develop the overall prioritization framework, developing and deploying machine learning algorithms and interface with the BoF staff to ensure that the project deliverables are met. They will also work collaboratively to co-author scientific publications resulting from this work. The Postdoc will devote 100% effort for 24 months. The Postdoc is supported at an annual salary rate of $56,712. Funds requested: Year 1: $58,413; Yr2: $60,166. Total request: $118,579.

Graduate Student Researcher (GSR), Step VII: Two UCLA graduate student researchers (GSR) will work with the UCLA team to execute the project research. One GSR will focus on data collection using Kaarta multi-sensor device and mapping while the other GSR will focus on graph optimization and semantic segmentation. The GSRs will devote 49% effort for 9 academic months and 56% for 3 summer months per year. The monthly payrate effective 10/1/2021 for a GSR Step VII is $5,708, with an anticipated 3% increase for year 2. Funds requested: Yr1: $69,523; Yr2: $73,757. Total request: $143,281.

Fringe Benefits:

UCLA employer-based fringe benefits include costs such as retirement, FICA and Medicare taxes, medical, dental and vision costs and are assessed as a percentage of employee salary using Composite Benefit Rates (CBR). A CBR is an average cost of benefits for an employee group, where groups are defined by attributes such as benefit eligibility, employee class, exempt and
non-exempt status, and job code. The CBR rates applied here have been submitted to DHHS for FY21/22.

RPNI Assessment, also referred to as “UCRP Supplemental Assessment Interest,” is an assessment for the STIP. The UCRP Supplemental is applied to Non-Federal funding sources only. The employer contribution is uniform, applying to all UCRP active members, regardless of their tier or membership class. Charges are made as a 0.30% of each $100 of salary costs, and assessed to non-federal funding sources.

Fringe benefit funds requested: Yr1: $14,444; Yr2: $15,015. Total request: $29,459.

Travel

Mileage: The current mileage reimbursement rate for expenses incurred on or after January 1 2021 is 56 cents per mile for use of a personal car on business travel and will be adjusted periodically to reflect increases/decreases in the Internal Revenue Service (IRS) standard mileage rate. The first two phases are heavy on data collection on over hundred miles of hillside streets and it is expected that multiple runs may have to be performed on many street segments as the methodology undergoes development over the project duration. Funds requested: Yr1: $560; Yr2: $560. Total request: $1,120.

Other Direct Costs

Materials and Supplies: While the mapping devices and sensors are already available with the PI, additional project-specific hardware is required. Main hardware costs for this project involves the procurement of an enhanced antenna (to work in areas of limited cellular coverage) for the Kaarta mapping kit, a car roof mount and a graphics-enhanced server grade desktop for AI tasks. Additionally, Kaarta cloud subscription (basic in year 1 and enhanced in year 2) to allow for data sharing and cloud processing (localization and mapping algorithms). The materials costs are estimated based on quotes and the PI’s knowledge of prior projects of similar scope. Funds requested: Yr1: $16,065; Yr2: $6,600. Total request: $22,665.

Other: Technology Infrastructure Fee (TIF): The TIF is a consistently applied direct charge that is assessed to each and every campus activity unit, regardless of funding source, including units identified as individual grant and contract awards. The TIF pays for campus communication services on the basis of a monthly accounting of actual data usage e.g., campus network, backbone, internet connection, wireless services etc. (Calculated at $43.96 per TIE per month effective 7/1/2019). These costs are charged as direct costs and are not recovered as indirect costs. Faculty summer salaries are not subject to TIF. Funds requested: Yr1: $1,063; Yr2: $1,063. Total request: $2,126.

Other: Student Tuition Fee Remission: Student Tuition Fee Remissions (in-state) are budgeted at the currently AY21-22 anticipated rate of $5,846 per academic quarter per student researched for all years. Tuition remissions are not subject to F&A and have been excluded from the Modified Total Direct Cost. Funds requested: Yr1: $35,076; Yr2: $35,076. Total request $70,152.

General Liability: UCLA maintains a self-insurance program to cover the costs of its General
Liability Program. Charges are made as a $1.21 of each $100 of salary costs, and assessed to all extramural funding sources (including State and UC programs) with the exception of support from the federal government and federal flow-through funds. These charges represent a share of the cost of claims paid by the University under its General Liability self insurance program. Fund requested: Yr1: $2,028, Yr2: $2,122. Total request: $4,150.

Facilities and Administrative Cost Rates:
Per sponsor, the F&A rate for City of Los Angeles, Bureau of Engineering is 26% of Total Direct Cost. Funds requested: Yr1: $61,569, Yr2: $61,318. Total request: $122,887.

- Y1: Total Direct Cost: $236,805, F&A costs $61,569, total costs $298,374
- Y2: Total Direct Cost: $235,839, F&A costs $61,318; total costs $297,157
  - Total estimated costs requested = $595,531
EXHIBIT B
Payment Schedule (if applicable)

The University shall submit invoices quarterly based on the budget below, to the Sponsor at the following address:

__________________________________________
__________________________________________
__________________________________________
__________________________________________

Checks will be made payable to The Regents of the University of California and will be sent to:

UCLA Payment Solutions and Compliance
Box 957089, 1125 Murphy Hall
405 Hilgard Avenue Los Angeles, CA 90095-7089
EFMCashManagement@research.ucla.edu

**Budget:** The cost estimate for Phase I and Phase II are described in the table below. Cost estimate for Phase 3 will be provided in Year 2, upon completing Phase 1.

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<tr>
<th>Description</th>
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<th>Year 2 ($)</th>
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<td>Indirect cost (Benefits, UCLA overhead)</td>
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<td>61,318</td>
</tr>
<tr>
<td><strong>Total ($)</strong></td>
<td><strong>298,374</strong></td>
<td><strong>297,157</strong></td>
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PUBLIC WORKS COMMITTEE REPORT relative to the implementation of a phased comprehensive study to assess hillside streets, and related matters.

PUBLIC WORKS COMMITTEE REPORT - ADOPTED FORTHWITH
Council File No.: 18-1114
Council Meeting Date: May 12, 2021
Agenda Item No.: 12
Agenda Description: PUBLIC WORKS COMMITTEE REPORT relative to developing a recommended scope for a comprehensive study to assess hillside streets, and preparing a cost estimate.

Council Action: PUBLIC WORKS COMMITTEE REPORT - ADOPTED FORTHWITH

Council Vote:

<table>
<thead>
<tr>
<th>YES</th>
<th>Blumenfield</th>
<th>YES</th>
<th>Bonin</th>
<th>YES</th>
<th>Buscaino</th>
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<tr>
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<td>Cedillo</td>
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<td>Koretz</td>
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<td>Krekorian</td>
<td>YES</td>
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<td>YES</td>
<td>Martinez</td>
<td>YES</td>
<td>O'Farrell</td>
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<td>Price</td>
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<td>Raman</td>
<td>YES</td>
<td>Ridley-Thomas</td>
<td>YES</td>
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</table>

Adopted Report(s)Title
Report from Public Works Committee 1-27-21
PUBLIC WORKS COMMITTEE REPORT relative to the implementation of a phased comprehensive study to assess hillside streets.

Recommendations for Council action:

1. NOTE and FILE Council File No. 17-1143.


Fiscal Impact Statement: None submitted by the BOE. Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted.

SUMMARY

At the meeting held on June 23, 2021, your Public Works Committee considered a BOE report relative to the implementation of a phased comprehensive study to assess hillside streets, and related matters. After an opportunity for public comment, the Committee moved to approve the BOE’s recommendations as amended, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

PUBLIC WORKS COMMITTEE

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>VOTE</th>
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<tbody>
<tr>
<td>BLUMENFIELD</td>
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<tr>
<td>LEE</td>
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<tr>
<td>DE LEON</td>
<td>YES</td>
</tr>
<tr>
<td>O’FARRELL</td>
<td>YES</td>
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<tr>
<td>KORETZ</td>
<td>ABSENT</td>
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</table>

ME 6/23/21

-NOT OFFICIAL UNTIL COUNCIL ACTS-
PUBLIC WORKS COMMITTEE REPORT relative to developing a recommended scope for a comprehensive study to assess hillside streets, and preparing a cost estimate.

Recommendations for Council action:

1. INSTRUCT the Bureau of Engineering (BOE) to work with the Bureau of Street Services (BSS), the Los Angeles Fire Department, and the Los Angeles Department of Transportation (LADOT) to develop a recommended scope for a comprehensive study to assess hillside streets, and prepare a cost estimate.

2. DIRECT the BOE to report within 120 days with details of the recommended study scope of work and associated funding request.

3. REQUEST the City Attorney and INSTRUCT the BOE and BSS to report on streets that had been previously removed from public use have been fully incorporated into the City’s street network and the steps necessary to incorporate the remaining streets.

4. INSTRUCT the BOE, in consultation with LADOT, to report on the feasibility of making streets one-way streets to minimize the right of way acquisition of private properties.

Fiscal Impact Statement: None submitted by the BOE or BSS. Neither the City Administrative Officer nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

SUMMARY

At the meeting held on January 27, 2021, your Public Works Committee considered a joint report from the BOE and BSS relative to developing a recommended scope for a comprehensive study to assess hillside streets, and preparing a cost estimate. After an opportunity for public comment was held, the Committee moved to approve the BOE/BSS recommendations as amended, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

PUBLIC WORKS COMMITTEE

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>VOTE</th>
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<tbody>
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<td>DE LEON</td>
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<td>KORETZ</td>
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</table>

ME 1/27/21
November 18, 2020

The Honorable Bob Blumenfield, Chair
Public Works and Gang Reduction Committee
Los Angeles City Council

c/o Keyonna Kidd
Office of the City Clerk
City Hall, Room 395

COUNCIL FILE 18-1114 REPAIR OF HILLSIDE STREETS / REQUIRING DESIGN AND ENGINEERING INTERVENTION / DETAILED ANALYSIS / WORK PLAN; AND COUNCIL FILE 17-1143 COMPREHENSIVE ASSESSMENT / STREETS WITHDRAWN FROM PUBLIC USE / REINSTATEMENT PROCEDURE

Dear Councilmember Blumenfield:

RECOMMENDATION

1. Instruct the Bureau of Engineering (BOE) to work with the Bureau of Street Services (StreetsLA), the Los Angeles Fire Department (LAFD), and the Los Angeles Department of Transportation (LADOT) to develop a recommended scope for a comprehensive study to assess hillside streets, and prepare a cost estimate.

2. Direct the BOE to report back within 120 days with details of the recommended study scope of work and associated funding request.

BACKGROUND AND DISCUSSION

This report provides a summary and discussion regarding CF 18-1114 – Repair of Hillside Streets / Requiring Design and Engineering / Detailed Analysis / Work Plan; and CF 17-1143 – Comprehensive Assessments / Streets Withdrawn From Public Use / Reinstatement Procedure.
Repair of Hillside Streets

CF 18-1114 instructed the BOE and StreetsLA to report on a comprehensive list of all hillside streets which cannot be resurfaced in their current condition; to identify the resources necessary to conduct a detailed analysis of these hillside streets and to prepare a work plan to address them. Over 12,400 street segments have been identified to be included within the Baseline Hillside Ordinance area. A large majority of these street segments are not currently constructed to the City’s standard for local streets, or even to a Hillside Limited Street, which consists of a 28-foot wide paved roadway within a 36-foot right-of-way (r/w). In fact, the Baseline Hillside Ordinance allows for a minimum 20-foot wide paved roadway in most cases.

Per the California Streets and Highway Code (Division 2.5, Chapter 1, Section 1806), “No City shall be held liable for failure to maintain any road until it has been accepted into the city street system.” In the City of Los Angeles, streets or portions of streets are accepted into the street system once it has been improved and accepted per an indexed set of plans approved by the City Engineer. However, the lack of obligation does not prohibit the City from providing maintenance or improvements to roadways that they may not have been legally obligated to maintain.

In order to provide a comprehensive assessment of all 12,400 street segments within the hillside area, the BOE and StreetsLA would require significantly more resources than they currently have. Additionally, many specialized tools and technologies exist in the private industry and academia that could be used to automate the assessment process and complete it more efficiently. The BOE recommends working with a local university to develop this study approach as it may be less costly than hiring a consultant and they are driving the implementation of cutting edge technology.

A local university could make use of innovative methods such as LIDAR (Light Detection and Ranging) surveying and other available technologies that the City currently does not possess to capture the necessary data. The BOE, StreetsLA, LAFD and LADOT could work together with the Council District Offices to devise an assessment plan for the study. The plan would establish a priority system which would identify the street segments that would provide the most overall benefit if they are improved.

The priority system would create assessment criteria which may include:

- Emergency access
- Existing roadway conditions
- The number of homes taking sole access from a segment
- The cost of the improvements
- The ability for StreetsLA to provide maintenance
- The ability for Bureau of Sanitation to provide public services
- Risk reduction/assessment
The local university would provide a comprehensive assessment of all hillside streets Citywide, using the stipulated criteria to prioritize the streets for the future development of projects. The priority list could be used for consideration of future funding for Capital Improvement Projects.

Withdrawn Streets

CF 17-1143 instructed BOE and StreetsLA to report on the assessment of recently reinstated hillside streets previously withdrawn from public use. In response to this, a Task Force was formed consisting of staff from BOE and StreetsLA. The Task Force collaborated to investigate each of the 278 street segments that were reinstated per Ordinance No. 186020, adopted on March 6, 2019. The Task Force visited each segment to determine which segments were suitable to be maintained in their present condition and which segments required some form of improvements before they could be included into the StreetsLA regular maintenance program.

Table 1 below illustrates, by Council District, the number of street segments that were reinstated to public use, the number of segments that can be maintained in their present condition, and segments that cannot be maintained in their present condition.

<table>
<thead>
<tr>
<th>Council District</th>
<th>Reinstated to Public Use Ord. 186020</th>
<th>Can be Maintained in Present Condition</th>
<th>Cannot Be Maintained in Present Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>10</td>
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<td>3</td>
<td>73</td>
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<td>4</td>
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<td>0</td>
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<tr>
<td>7</td>
<td>17</td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>9</td>
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<td>0</td>
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<td>10</td>
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</tr>
<tr>
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<td>56</td>
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<tr>
<td>12</td>
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<td>2</td>
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<tr>
<td>13</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>278</strong></td>
<td><strong>118</strong></td>
<td><strong>160</strong></td>
</tr>
</tbody>
</table>

The determinations were based on the observed field conditions and what StreetsLA staff determined could be maintained without creating a liability for the City with regards to drainage patterns and stormwater runoff.
During the review of each respective street segment, a number of elements were taken into consideration. One or more of the following could be a reason why a street segment was excluded from the ‘Can Be Maintained in Present Condition’ category:

1. **Width of the Existing Roadway** – If the width of the roadway was too narrow, large construction and maintenance vehicles would have significant difficulties maneuvering to and maintaining the segment.

2. **Potentially Unstable Hillside Slopes** – If the slope adjacent to the roadway appeared to be unstable, it could be unsafe to use heavy construction and maintenance vehicles due to slope stability concerns. These segments will require investigation from the BOE Geotechnical Engineering Division to determine the stability of the adjacent slope.

3. **Lack of Adequate Flow Control** – If the roadway does not have adequate flow control (i.e. curbs, berms, or center gutters), the placement of new pavement could possibly cause new drainage issues and other liabilities. Additional engineering would be needed to ensure stormwater drainage is addressed to prevent flooding or damage to adjacent private property.

4. **Presently a Paper Street** – An unimproved public right-of-way where no pavement or roadway exists is considered a Paper Street. Of the 160 segments in Table 1 that require engineering, 22 locations were considered to be a Paper Street.

Considering the elements listed above, 160 street segments were identified as, ‘Cannot Be Maintained in Present Condition’. To get these street segments to a condition in which StreetsLA can begin to maintain would involve additional research and the preparation of street design plans, which, in addition to the standard street improvements, may include the acquisition of public r/w, the relocation of private encroachments, construction of retaining walls, and slope stabilization.

It is important to note however, that even the segments that are listed as ‘Can Be Maintained in Present Condition’ are often not constructed to the current City street standards. There are also street segments within this list that may have a paved roadway width of less than 20-feet or lack of a concrete curb and gutter. As previously mentioned, the width for a Hillside Limited Street standard requires a 28-foot paved roadway within a 36-foot r/w. The vast majority of our hillside streets do not meet this criteria due in large part to the fact that there is an insufficient amount of existing r/w to build out a Hillside Limited Street. In addition, there are a number of older residential communities that include streets without an established street section (no official plans), may not have curbs and gutters, or may have private fences, stairs, landscaping, insufficient r/w and numerous other private encroachments.

CF 17-1143 also instructed BOE and StreetsLA to report on the use of private funds to repave the aforementioned streets. There are a few City processes that can require property owners to construct street improvements, however they normally require the property owner to initiate the redevelopment of their property. The most common City processes include:
A Tract Map is part of the Subdivision Map Act that involves a parcel divided into 5 or more lots. The recordation of a Tract Map may require, as a condition of approval, dedication and improvements of public streets. Once the street improvements have been constructed and accepted by the City, they are added into the City network and maintenance schedule. However, Tract Maps rarely involve properties within the hillside areas.

A Parcel Map is also part of the Subdivision Map Act that involves a parcel divided into 4 or fewer lots. The recordation of a Parcel Map may also require, as a condition of approval, dedication and improvements of public streets. Once accepted by the City, these streets are also added into the City network and maintenance schedule. However, as with Tract Maps, Parcel Maps are also not very prevalent within the hillside areas.

The Baseline Hillside Ordinance is triggered once a property owner builds or redevelops a single-family dwelling on a parcel within the Baseline Hillside Ordinance area. Dedication and street improvements may be required if the roadways adjacent to the property are not at least 20-feet wide. Once street improvements are accepted by the City, they are added to the City network and maintenance schedule. However, since these improvements depend on the property owner redeveloping their property, the improvements are not contiguous and may only require a 20-foot roadway, which is substandard.

In addition to the processes mentioned above, the Assessment Act of 1911 (A’11) provides a funding mechanism that allows property owners to spread improvement costs over a number of years. A’11 projects are initiated by one or more property owners that want to construct street improvements and agree to finance the design and construction costs over a set period of years. The process involves the creation of an assessment district and a petition which requires a majority support from the adjacent property owners. The BOE staff provides project management services to design and manage the construction of the street improvements to City standards. The total cost to design and construct the improvements will be divided among all of the property owners in the assessment district. The cost is assessed on the property owner’s property tax bill and is amortized over the course of one to ten years, depending on the total cost of the project. Although a very useful financing tool for constituents, the A’11 projects are rarely utilized to provide street improvements in the hillside areas. Property owners may also obtain B-permits to voluntarily improve streets with their own funding.

In addition to the 160 formerly withdrawn street segments in Table 1 that were identified as ‘Cannot Be Maintained in Present Condition’, StreetsLA has identified an additional 2,126 other hillside street segments which are currently not included in their regular maintenance program. Converted to miles, the segments add up to an estimated 270 centerline miles of streets which are not currently maintained by StreetsLA. These can also be broken down
by surface type where 148 miles are concrete, 111 miles are asphalt concrete, and 11 miles are dirt.

The cost to improve a mile of roadway based on full reconstruction may include the need for r/w acquisition, retaining walls, slope stabilization and stormwater improvements that will all significantly impact the cost of the project. StreetsLA estimates that on average, the cost for a typical residential (non-hillside) street is approximately $1,000,000 per mile. Knowing that hillside streets present more issues due to topography and the need for complex improvements such as retaining walls, slope stabilization and acquisition of public right-of-way, the estimate could easily reach $2,000,000 to $10,000,000 per mile.

Therefore, the cost for reconstruction of the 270 miles of hillside streets that cannot currently be maintained, could likely exceed $540,000,000 and up to possibly $2,700,000,000. Please note that this does not include the cost to upgrade substandard streets that can be maintained in their current condition. A comprehensive assessment would provide a more detailed understanding of the costs to improve hillside streets as well as a method for prioritizing them.

In addition to improving streets that cannot currently be maintained, the study will likely find that there are many streets that can be maintained, but are substandard and may be high priority for improvement due to the other prioritization criteria such as emergency egress during a fire. For that reason, the BOE recommends that the study address all streets within the Baseline Hillside Ordinance Boundary.

If you have any questions concerning this matter, please contact BOE Deputy City Engineer, Ted Allen, at ted.allen@lacity.org.

Sincerely,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Adel Hagekhalil, PE
General Manager and Executive Director
Bureau of Street Services (StreetsLA)
June 16, 2021

The Honorable Bob Blumenfield, Chair
Public Works Committee
Los Angeles City Council

c/o Michael Espinosa
Office of the City Clerk
City Hall, Room 395

COUNCIL FILE 18-1114 REPAIR OF HILLSIDE STREETS / REQUIRING DESIGN AND ENGINEERING INTERVENTION / DETAILED ANALYSIS / WORK PLAN; AND COUNCIL FILE 17-1143 COMPREHENSIVE ASSESSMENT / STREETS WITHDRAWN FROM PUBLIC USE / REINSTATEMENT PROCEDURE

Dear Councilmember Blumenfield:

RECOMMENDATIONS

1. Receive and file this report in CF 17-1143 noting that future report backs and actions on this topic should take place under CF 18-1114 for efficiency of processing since they have identical recommendations at this point and the streets discussed under CF 18-1114 include all hillside streets and are inclusive of those included under CF 17-1143.

2. Concur with the Bureau of Engineering (BOE) intent to proceed with the implementation a phased comprehensive study to assess hillside streets with a local University.

3. Revise the pending instructions under CF 18-1114 as follows:
   a. INSTRUCT the Bureau of Engineering (BOE) to work with the Bureau of Street Services (BSS), the Los Angeles Fire Department (LAFD), the Los Angeles Department of Transportation (LADOT), the Department of City Planning (DCP), the Emergency Management Department (EMD) the Bureau of Sanitation (LASan), the Department of Water and Power (LADWP) and other...
departments as appropriate to proceed with a phased comprehensive study to assess hillside streets in partnership with a local university
b. DIRECT the BOE to phase the hillside study such that progress can be reported back approximately every 12 months and to report progress back to City Council as these phases are completed.
c. INSTRUCT the BOE, in coordination with the other departments guiding the hillside study scope, to include in such study scope information that will enable the following Council request and instructions.
d. REQUEST the City Attorney and INSTRUCT the BOE and BSS to report on streets that had been previously removed from public use have been fully incorporated into the City's street network and the steps necessary to incorporate the remaining streets.
e. INSTRUCT the LADOT, in consultation with BOE, to report on the feasibility of making streets one-way streets to minimize the right of way acquisition of private properties.

BACKGROUND AND DISCUSSION

On May 12, 2021, the City Council adopted the following recommendations under both subject Council Files:

1. INSTRUCT the Bureau of Engineering (BOE) to work with the Bureau of Street Services (BSS), the Los Angeles Fire Department, and the Los Angeles Department of Transportation (LADOT) to develop a recommended scope for a comprehensive study to assess hillside streets, and prepare a cost estimate.

2. DIRECT the BOE to report within 120 days with details of the recommended study scope of work and associated funding request.

3. REQUEST the City Attorney and INSTRUCT the BOE and BSS to report on streets that had been previously removed from public use have been fully incorporated into the City's street network and the steps necessary to incorporate the remaining streets

4. INSTRUCT the BOE, in consultation with LADOT, to report on the feasibility of making streets one-way streets to minimize the right of way acquisition of private properties.

In response to recommendations 1 and 2 from the May 12 Council Action, the BOE has formed a working group to discuss the scope of a hillside study. This group has met multiple times and includes BSS, LAFD, LADOT, DCP, EMD, LASan, LADWP and UCLA.

As reported in our previous report to Council, generally streets are initially developed by property owners to the standard specified by the City under a B Permit from the Bureau of Engineering at which time the City becomes responsible for pavement maintenance under the State Highway Code. However, many hillside streets were created many
decades ago without yet being built out to City standards by property owners. This results in having numerous streets where the City may not yet have responsibility for regular pavement maintenance. The City may have other responsibilities under other state code requirements such as to keep the streets in a passable condition.

The City may, at its option, elect to maintain or improve streets even when not legally required. However, some streets are in such poor condition that it is not possible for the City to maintain the pavement surface electively without prior capital improvements.

The primary goal of this study at a high level is to assess the condition of hillside streets to better determine information such as the following:

- Identification of streets that meet the City’s standards well enough that they can be determined to be part of the City’s network of obligated pavement maintenance even if records do not exist of a B Permit being accepted
- Identification of streets that are substandard and yet are in a condition such that the City could electively maintain the pavement if so desired.
- Identification of streets that cannot be maintained without further capital improvements
- Identification and rough estimated costs of the scope of work necessary to bring substandard streets to a condition that they could be maintained, and also for the scope of work that would be required to bring them to City standards for hillside streets.
- Prioritization of streets for potential recommended improvements based on a variety of scoring factors.

In the initial discussions with our City working group, other objectives have been identified that would be useful to the City and would have a strong synergy with the study objectives and would provide great efficiency to be included in the study. These include things such as identifying critical facilities, emergency access routes and other information that may assist in the creation of a local hazard mitigation plan. The proposed study scope as outlined in the remainder of this report incorporates the working group suggestions.

The following key items were identified by the working group as data/features to gather related to the public right-of-way and its adjacent terrain with regard to the primary study purpose:

1) Street Pavement Width, flowline to flowline
2) Identify the presence of flow control (curb and gutter/AC Berm)
3) Slope measurements adjacent to the roadway
4) Existing roadway conditions with photos
5) Both longitudinal and cross slopes of the street segment
6) Elevations to provide standard sections
Prioritization of the street segments may also include the following factors:

1) Street Classification
2) Standard Roadway Width
3) Right-of-Way Width
4) Emergency access routes
5) Number of homes taking sole access from a segment
6) Demand to width ratio
7) Approximate rough cost of improvements
8) Risk reduction/assessment
9) Potential drainage concerns
10) City’s current ability to maintain pavement
11) Critical facilities, including Schools and Government facilities
12) Hillside Traffic Assessment Guidelines
13) Access to and from properties
14) Presence of trailheads and/or associated parking
15) EMG Risk Factors – Local hazard mitigation plan
16) Properties with sole egress routes
17) Population density
18) Equity – risk and vulnerability factors

Due to the magnitude of the scope, and the length of time that the full study would likely take, it is recommended that it be completed in annual phases. This also aligns well with the fact that the study would be performed by a local university since they often arrange projects by school year. A phased study will potentially also be more efficient because some streets that are in good condition would not need the more detailed and time-consuming portion of the work carried out in later phases of the study. At the current time we envision that the study will require at least three annual phases as described in the following, although these are subject to adaptation as more is learned moving forward:

- Phase I would include data collection from various sources and stakeholders, the development of a classification scheme to rapidly identify the highest priority street segments to the extent possible from street level imagery and existing datasets, and identifying street segments for detailed analysis in Phase II.
- Phase II would provide 3D Mapping of some of the highest priority streets segments from Phase I using LIDAR (Light Detection and Ranging) surveying. This will include the automated detection and segmentation of streets, sidewalks, fire hydrants, slopes, and encroachments to be used for street-level prioritization (S-LP – framework by combining sensor data with contextual data). The purpose of this phase is essentially to test and fine tune automated analysis methods on a pilot scale.
- Phase III would focus on software development and scaling tools, data, and processes from the first two phases to the remaining hillside street inventory. This phase intends to include a Prioritization plan for the entire inventory.
The phases are estimated to cost approximately $300,000 per year. The BOE is proposing to utilize the BOE Equipment and Training Trust Fund which is funded by a permit surcharge to fund at least this initial stage and possibly the later stages. This fund is proposed for use because the results of this study will assist our development services program greatly by providing additional information related to street widths. Use of this fund does not require formal Council approval.

Recommendations 3 and 4 from the May 12 action will require significant levels of investigation. BOE is recommending that a new instruction be added to incorporate those objectives into this study to the extent feasible to assist with those report backs. Further, LADOT is the department in charge of establishing one-way streets, so the BOE has proposed making LADOT the lead on the report back regarding one-way street feasibility.

If you have any questions concerning this matter, please contact BOE Deputy City Engineer, Ted Allen, at ted.allen@lacity.org.

Sincerely,

Gary Lee Moore, PE, ENV SP
City Engineer

cc: Jennifer McDowell, Office of the Mayor
     Adel Hagekhalil, Bureau of Street Services
     Aram Sahakian, Emergency Management Department
     Martin Adams, Department of Water and Power
     Ralph Terrazas, Fire Department
     Seleta Reynolds, Department Transportation
     Traci Minamide, Bureau of Sanitation
     Vince Bertoni, City Planning
The City of Los Angeles contains over 28,000 lane miles of public thoroughfares, some of which are hillside streets. Where hillside or slope stability issues have been identified, the Bureau of Engineering has undertaken repairs of hillside streets. However, a number of hillside streets require extensive design and engineering intervention while not presenting any immediate stability issues. The age and condition of these streets prevents the City from performing preventative maintenance as part of the Pavement Preservation Program. Historically, this has led to limited resources being allocated for the maintenance and improvement of these hillside streets.

The Bureau of Street Services has conducted a preliminary review of various hillside streets and determined that many require significant engineering and design. Resurfacing and reconstruction of these streets will require a more thorough assessment of their conditions and a multi-year capital plan to begin to address the maintenance backlog.

I THEREFORE MOVE that the Bureau of Engineering (BOE) and Bureau of Street Services (BSS) be instructed to report as follows:

1. A comprehensive list of all hillside streets which cannot be resurfaced because they require design and engineering intervention;
2. The resources necessary to conduct a detailed analysis of these hillside streets and to prepare a work plan to address them.

I FURTHER MOVE that the City Administrative Officer, with the assistance of BOE and BSS, be instructed to report with a funding plan and proposed prioritization methodology for undertaking the necessary repairs of the above hillside streets.

PRESENTED BY: JOSE HUIZAR
Councilman, 14th District

SECONDED BY: MONICA RODRIGUEZ
Councilwoman, 7th District

NOV 20 2018
MOTION

In the 1930s, the City Council took various actions through ordinance to withdraw hundreds of streets from public use. In reviewing one such ordinance, the Bureau of Engineering (BOE) identified 525 street segments removed from public use, 335 of which are within Council District 3. Many of the streets previously removed from public use require repair and maintenance and it is not known how many were constructed in accordance with current City street standards. Many of the withdrawn streets are residential and are traversed on a regular basis.

The withdrawal ordinances state that the City may return a street to public use when it is determined that a street is safe and passable. For the most part, the City has not reviewed and rated streets withdrawn from public use. Since the adoption of the withdrawal ordinances, the City Council has received intermittent requests to reinstate individual streets to public use. Reinstatement requests have been addressed in a piecemeal fashion, with BOE and the Bureau of Street Services (BSS) investigating individual streets as requests are received.

In response to a 2014 request, BOE and BSS indicated that the work associated with reinstatement requests is time consuming and is not a budgeted program. The City needs to assess the condition of all streets removed from public use and determine the actions and resources necessary to reinstate those streets.

I THEREFORE MOVE that the Department of Public Works be instructed to report in 90 days with a comprehensive list of all streets which have been removed from public use by ordinance, including the Council District in which such streets are located.

I FURTHER MOVE that the Department of Public Works be instructed to report in 90 days on the current procedures for processing street reinstatement requests, the standards used to determine whether a street can be reinstated, the resources necessary to conduct a comprehensive assessment of all remaining streets withdrawn from public use and cost estimates to repair such streets which do not meet current City standards, alternative approaches to accepting streets which do not meet current City standards, and the identification of potential funding sources for this work. A comprehensive assessment of the streets withdrawn from public use should include a determination of the current condition and lane miles of all streets withdrawn from public use, and work required to bring withdrawn streets up to current City standards and be accepted into the City street system.

PRESENTED BY: BOB BLUMENFIELD
Councilmember, 3rd District

OCT 4 2017

SECONDED BY:
BPW Meeting - Item (6)

BPW-2022-0360

La Gloria Relocation Status Update
- Bureau of Engineering

(REF: BPW-2018-0097)

ATTACHMENTS:
   Description
   - BOE 1
Date: May 19, 2022

To: Commissioners
   Board of Public Works

From: Gary Lee Moore, City Engineer
      Bureau of Engineering

Subject: Progress Report for May 2022 on La Gloria’s Relocation

Attached is the oral report regarding La Gloria’s relocation progress during the month of May 2022.

If you have any questions, please contact Chief Real Estate Officer II, Uriel Jimenez, at uriel.jimenez@lacity.org or at (213) 485-5787.

GLM/JF/UJ:jp:mt

Attachment: La Gloria Relocation Progress Report for May 2022
This oral report provides a progress update to the Board of Public Works regarding the La Gloria relocation, as requested by the Appeals Board at the conclusion of La Gloria’s relocation appeal hearing held on February 4, 2022.

1.0 Activities Completed Last Month

In May, Simon Glover completed the La Gloria site plan. La Gloria has also engaged Yorke Engineering, LLC for environmental engineering as well as TUV SUD America Inc. (TUV) for electric testing. Other key tasks and activities from the past month:

- Weekly meetings and conferences
- Completed detailed site plan
- Engaged the City of Los Angeles (City) on permitting requirements and support. Had an initial meeting with building and safety.
- Continued environmental engineering. Determined methods for Air Quality Management District and stormwater compliance.
- Project Schedule updated
- Updated expected project cashflow for April through July 2022
- Initial TUV payment made to perform electric testing and verification

2.0 Requested & Approved Payments

Initial payment for TUV completed. Request for additional funds for ongoing vendor support through July 2022 sent to the Los Angeles Department of Transportation.

<table>
<thead>
<tr>
<th>La Gloria Relocation Payments</th>
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<tr>
<td>Relocation Items</td>
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<tr>
<td>1. Architect</td>
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<td>2. Environmental</td>
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<td>4. Relocation Project Management</td>
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<td>5. Field Evaluation</td>
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<td><strong>Total</strong></td>
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3.0 Relocation Schedule

Updated schedule provided is based on anticipated permitting timeline after preliminary Los Angeles County Health Department meeting scheduled for the 4th week of May 2022. Relocation of Cesar Chavez expected to occur in January 2023.
4.0 Activities Planned for Next Month

- City communications and permitting support
- Create initial floor plans
- Begin communication with LADWP on power service modifications
- Begin electrical testing
- Continue environmental engineering