SPECIAL MEETING
AGENDA
BOARD OF PUBLIC WORKS
TUESDAY, JULY 21, 2020
10:00 AM

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

Members: Greg Good, President
Aura Garcia, Vice President
Dr. Michael R. Davis, Pres. Pro-Tem
Jessica M. Caloza
M. Teresa Villegas

(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.

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:

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. 160 278 3583. Press # again when prompted for participant ID.

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.

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).

AGENDA ITEMS

APPROVAL OF MINUTES FROM

(1)
FRIDAY, JULY 10, 2020

BUREAU OF SANITATION
BPW-2020-0436
CD 15
MEMORANDUM OF UNDERSTANDING - LOS ANGELES COMMUNITY GARDEN COUNCIL- GAFFEY STREET COMMUNITY GARDEN

Recommending the Board:

1. APPROVE the attached Memorandum of Understanding (MOU) with its transmittals and authorize the Director of Bureau of Sanitation to enter into the proposed MOU between the City of Los Angeles and the Los Angeles Community Garden Council for the operation and maintenance of the Gaffey Street Community Garden.

BUREAU OF STREET SERVICES
BPW-2020-0437
CD 3, 4, TREE REMOVAL - BSS PACKAGE 16 - CITYWIDE SIDEWALK REPAIR PROGRAM

Recommending the Board:

1. FIND that the tree removal (1) classifies as operation, repair, maintenance or minor alteration of existing street, sidewalk, and gutter, involving negligible or no expansion of use beyond that previously existing; and does not involve the removal of a scenic resource; (2) that the action is exempt under Article III, Section 1, Class 1, Category 3 (existing facilities - sidewalk repair or maintenance) of the City of Los Angeles Environmental Quality Act
Guidelines (2002); and (3) that none of the exceptions to the use of a categorical exemption as set forth in Section 15300.2 of the State CEQA Guidelines apply; and

2. REVIEW and APPROVE this tree removal permit request for the removal of 14 street trees which includes 9 Camphor (Cinnamomum Camphora) and 5 River Red Gum (Eucalyptus Camaldulensis) trees for the reconstruction of an off-grade sidewalk and curb ramp installation. Tree replacements are required.

JOINT REPORT(S)
BPW-2020-0438 (4)
BSS + BCA

CD 11 REQUEST FOR PROPOSAL AND PERSONAL SERVICES CONTRACT - VENICE CANALS, GRAND CANAL, AND BALLONA LAGOON MAINTENANCE

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Street Services to:

   A. ISSUE and RELEASE the Request for Proposal (RFP) for the Maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon (see Transmittal 1);
   B. EVALUATE the RFP submissions, based on the criteria set forth in the RFP, and select and interview the most qualified proposer(s) who submits the best and most responsive proposal;
   C. NEGOTIATE a Personal Services Contract with the selected and recommended proposer(s) subsequent to objective review of all proposals received; and

2. DIRECT the Director of the Bureau of Street Services to return back to the Board for authority to award and execute the negotiated contract with a term period sufficient to complete the proposed project.
BCA + BSL

CD 11  
CONTRACT ACCEPTANCE - WESTCHESTER - PLAYA DEL REY SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-2016 - STREET LIGHTING PROJECT

Recommending the Board:

1. ACCEPT this contract.

(W.O. L1649421)

BPW-2020-0440  (6)

BCA + BOE

CD 4  
CONTRACT ACCEPTANCE - 13319 MULHOLLAND DRIVE BULKHEAD

Recommending the Board:

1. ACCEPT this contract.

(W.O. E1907777)

BPW-2020-0441  (7)

BOE + BOS

CD 15  
SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 17 AND BUDGET INCREASE - PPC CONSTRUCTION, INC. - CAPITAL IMPROVEMENT PROJECT 5224 - TERMINAL ISLAND WATER RECLAMATION PLANT - DISSOLVED AIR FLOTATION THICKENER MODIFICATION PROJECT

Recommending the Board:

1. AUTHORIZE and APPROVE $268,510 in additional contingency and a revised construction budget of $1,383,386 for the Capital Improvement Project 5224 - Terminal Island Water Reclamation Plant (TIWRP) - Dissolved Air Flotation Thickener (DAFT) Modification Project; and

2. AUTHORIZE the City Engineer to issue Supplemental Agreement
Change Order No. 17 to PPC Construction, Inc. for a not-to-exceed amount of $198,500 for the project to provide extended support of the temporary DAFT system during construction.

(W.O. SZT11348, C-129918)

BPW-2020-0442 (8)
BOE + BOS

CD 15 CHANGE ORDER NO. 025 - OHL USA, INC. - MACHADO LAKE PIPELINE PROJECT-EASTERN REACH

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a Change Order No. 025 to OHL USA, Inc. for a not-to-exceed amount of $763,489 for the Machado Lake Pipeline Project-Eastern Reach to change the shoring type in work area 17.

(W.O. SZC13450, C-131470)

BPW-2020-0443 (9)
BCA + DOT

CD 9, 14 SUPPLEMENTAL CHANGE ORDER AND BUDGET INCREASE - MY FIG PROJECT - FIGUEROA CORRIDOR STREETSCAPE IMPROVEMENTS PROJECT

Recommending the Board:

1. APPROVE the amended construction funding for the My Fig Project - Figueroa Corridor Streetscape Improvements Project, and increase the contingency by $457,888.93 as discussed in this report; and

2. AUTHORIZE the General Manager, Department of Transportation (DOT), to issue a Supplemental Participating Change Order Bid Item No. 61 Serial No. 1 to the contract with All American Asphalt for $457,888.93 to account for additional costs incurred by the contractor due to compensable delays as a result of an extended construction timeline. Funding for the project has been acquired from
Transportation Grant Fund No. 655, Appropriation Unit No. 94J438, Budget Fiscal Year 2013.

(W.O. E1907719, E1907720, C-128030)

SOLE SOURCE PROCUREMENT - AFRAS INDUSTRIES, INC. - CARBON SCRUBBER SYSTEMS

Recommendng the Board:

1. AUTHORIZE the City Engineer to sole source the procurement of the carbon scrubber system manufactured by Afras Industries, Inc. (Afras) for the following Capital Improvement Projects (CIP):

   A. CIP 7190: Collection Systems Radford Carbon Scrubber Facility Upgrade (Radford), for an amount not-to-exceed $760,000;

   B. CIP 7191: Collection Systems Richmond Carbon Scrubber Facility Upgrade (Richmond), for an amount not-to-exceed $1,315,000;

   C. CIP 7194: Collection Systems Humboldt Carbon Scrubber Facility Upgrade (Humboldt), for an amount not-to-exceed $1,315,000;

   D. CIP 7195: Collection Systems Ballona Carbon Scrubber Facility Upgrade (Ballona), for an amount not-to-exceed $760,000;

   E. CIP 7196: Collection Systems Dakotah Carbon Scrubber Facility Upgrade (Dakotah), for an amount not-to-exceed $535,000; and

2. AUTHORIZE the City Engineer to negotiate a price agreement with Afras for the above referenced carbon scrubber systems which will be procured by the City of Los Angeles and installed by the general contractor awarded the construction project.

(W.O. SZC12916, SZC13276, SZC13277)

BPW - July 21, 2020
*** END ***
BPW Meeting - Item (1)

FRIDAY, JULY 10, 2020
MEMORANDUM OF UNDERSTANDING - LOS ANGELES COMMUNITY GARDEN COUNCIL- GAFFEY STREET COMMUNITY GARDEN

Recommending the Board:

1. APPROVE the attached Memorandum of Understanding (MOU) with its transmittals and authorize the Director of Bureau of Sanitation to enter into the proposed MOU between the City of Los Angeles and the Los Angeles Community Garden Council for the operation and maintenance of the Gaffey Street Community Garden.

ATTACHMENTS:

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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
JULY 21, 2020

CD: 15

AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES COMMUNITY GARDEN COUNCIL FOR THE OPERATION AND MAINTENANCE OF THE GAFFEY STREET COMMUNITY GARDEN ON CITY PROPERTY

RECOMMENDATION

Approve the attached Memorandum of Understanding (MOU) with its transmittals and authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to enter into the proposed MOU between the City of Los Angeles (City) and the Los Angeles Community Garden Council (LACGC) for the operation and maintenance of the Gaffey Street Community Garden.

TRANSMITTALS

1. MOU between City and LACGC.

2. Exhibit A – Gaffey Street Community Garden Plots Map.


4. Exhibit C – Performance Review Form.

5. Exhibit D – Garden Rules for Gaffey Community Garden.


DISCUSSION

LA Sanitation and Environment (LASAN) owns the property at 1400 N. Gaffey Street, which houses the following City of Los Angeles (City) facilities: 1) LASAN Harbor Solid Resources Collection Yard, 2) LASAN Harbor Mulching Facility, 3) Department of General Services Repair Shop, 4) LASAN Livability Services Division Comprehensive Cleaning and Rapid Engagement Operation, and 5) the Community Garden. Water usage for all City facilities and the garden is metered by a sole water meter. The City currently pays for the entire water bill, including the
water consumed by the garden. High water consumption was a major issue at this facility. The parcel was using 15 million gallons of water per year and was therefore classified as a high-water consumer. In recent years, due to the severe drought, the City began to reduce water usage in the Garden by limiting the days and time for irrigation. The irrigation system was also redone, which resulted in low water pressure throughout the garden with some plots not getting water. This led to gardeners connecting to the main water line by other means that could not be identified, which led to increased water consumption again.

LASAN, in coordination with City Council District 15, determined that providing the gardeners a dedicated water meter and irrigation system would be the most beneficial solution for all parties involved. The installation of a new water meter allows the tracking of water usage by the community garden; and the associated water bill will be paid by the gardeners through a leasing fee. The new irrigation system will include: 1) the installation of a new water meter, 2) 3" main water line, 3) 1-1/4" laterals, 4) 21 sub-meters, and 5) 270 hose bibs. The installation of the 21 sub-meters will monitor the water usage of sub areas at the garden. This will discourage careless water usage, illegal tapping of the water supply, and increase accountability within the community garden.

Memorandum of Understanding (MOU)
This MOU establishes an agreement between LASAN and the Los Angeles Community Garden Council (LACGC) for LACGC to manage the community garden. The MOU establishes the scope and responsibilities for both parties. The term of this MOU is for ten years.

- LASAN agrees to pay for the installation of a new water meter that will be for sole use of the gardens.
- LACGC assumes responsibility for all charges billed for water used by the gardens.
- City agrees to pay for purchase of all materials and perform the installation of a 3-inch mainline, 21 submeters, and laterals and up to 270 hose bibbs.
- Term period shall be a maximum of 10 years, starting from the date stated in the agreement.
- Annual Performance Reviews will be conducted by LASAN to determine the benefit of continuing with agreement.
- Anyone given access to the gardens must abide by terms and conditions stated in this agreement.
- Restrictions as to the uses of the gardens are stated in this agreement.
- LACGC must adhere to the performance requirements stated in this agreement.
- Gardens shall be accessible for LACGC and the public from sunrise to sunset daily.
- Parking for the gardens will be handled on a first-come-first served basis, no additional parking will be made for the Gardens.
- All funds received by LACGC in connection with the Gardens shall be used for the Gardens.
### LACGC shall cover all expenses in relation to maintenance and repair of properties at the Gardens, including maintenance on all water supplies and bibbs. LACGC can also reach out to LASAN for consultation.

### LACGC shall perform gardening-associated recreational activities at no cost to the City.

### Any alterations, improvements, or replacements to the Gardens cannot be made without prior written authorization by LASAN.

### LACGC shall follow the guidelines stated in this agreement when proposing a project involving alterations, improvement and replacements to the Gardens.

### LACGC shall provide the City with evidence of insurance acceptable in accordance with the City.

### LACGC agrees to indemnify the City in accordance with the guidelines provided in this agreement.

### Gardens shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set in this agreement.

### City and LACGC agree to cooperate and coordinate in respect to publicity via press or other avenues stated in this agreement.

### No signage of any kind can be displayed unless previously approved in writing by LASAN.

### Any commercial filming at the Gardens and any fees collected due to said filming shall be collected and organized in accordance with the guidelines within this agreement.

### LACGC shall pay all taxes charged upon the rights of LACGC to use the Gardens.

### Relationship of parties should follow guidelines given in this agreement.

### Ordinances and standard provisions are provided in Exhibit F and are part of this agreement.

### Any sub-agreements affecting the Gardens shall be filed with the City at least 60 days before implementation.

### LACGC shall cooperate fully with the City in regard to safety practices and investigations that come about due to violations of those practices.

### LACGC began performance of responsibilities written in this agreement prior to execution of MOU. Therefore, City ratifies agreement with LACGC for such services.

### The documents, listed as transmittals within this report, shall be incorporated into this agreement.

### PROGRAM REVIEW COMMITTEE (PRC) APPROVAL

This MOU was approved by PRC on February 12, 2020.

### STATEMENT AS TO FUNDS

There is no funding required for this MOU. All required work being performed by LASAN is funded by the Integrated Solid Waste Management Fund.
Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEW AND APPROVED BY:

LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 7/14/20

Prepared by:
Alejandro Morales, SRPCD
(213) 847-2300
AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY GARDEN COUNCIL
FOR THE
OPERATION AND MAINTENANCE
OF
GAFFEY STREET COMMUNITY GARDEN ON CITY PROPERTY

This AGREEMENT (“AGREEMENT”) is entered into as of ________________, 20___, by
and between the City of Los Angeles (“CITY”), a municipal corporation acting by and
through its Board of Public Works Commissioners, and Los Angeles Community Garden
Council, a California 501(c)(3) non-profit corporation (“LACGC”), for the operation and
maintenance of the Gaffey Street Community Gardens (a.k.a. San Pedro All Year Gardens;
a.k.a. San Pedro Gardens), located at 1400 N. Gaffey Street, San Pedro, CA 90731. CITY
and LACGC may be referred to herein individually as “PARTY” or collectively as
“PARTIES”.

WHEREAS, CITY, through its Department of Public Works, Bureau of Sanitation (LA
Sanitation & Environment)(“LASAN”), owns and controls the real property where community
garden plots have been established and in operation for various lengths of time at the
Gaffey Street Community Gardens (“GARDENS”), attached hereto and incorporated herein
by reference as Exhibit A; and

WHEREAS, multiple CITY facilities are located at the address 1400 N. Gaffey Street, San
Pedro, CA 90731, including LASAN Harbor Collection Yard, LASAN Harbor Mulching
Facility, and Department of General Services Repair Shop; and

WHEREAS, the GARDENS, which are located on CITY property, in close proximity to the
CITY’s facilities, are to be operated and maintained by LACGC; and

WHEREAS, currently, a single water meter (#96143091) delivers all water used by CITY
facilities and water used by the GARDENS for irrigation; and

WHEREAS, CITY currently pays all monthly water utility charges for water meter
(#96143091) located on the Gaffey Street premises; and

WHEREAS, both PARTIES will be better served if an additional water meter is installed
specifically for water usage by LACGC and the GARDENS, as the installation of an
additional water meter will allow separation of tracking and billing of water usage by LACGC
GARDENS irrigation and CITY facilities usage;
NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. **Installation of Additional Water Meter.** CITY agrees to pay for the installation of an additional water meter and to be installed by City of Los Angeles, Department of Water and Power. The additional water meter will be dedicated for only the water use of the GARDENS, and will capture all water consumption by the GARDENS. In consideration of the anticipated benefits to the public, CITY grants to LACGC (this AGREEMENT) the permission to use the new additional water meter for use in the irrigation of the GARDENS in compliance with the terms and conditions of this AGREEMENT.

2. **Use of Water Meter and Responsibility for Charges.** LACGC / GARDENS will have exclusive access to the additional water meter # (TBD). LACGC agrees to assume responsibility for all charges incurred and billed for water used by the GARDENS, as captured on the new water meter # (TBD). CITY will remain responsible for all charges incurred and billed for water used by CITY facilities on the Gaffey premises, as captured on the original water meter (#96143091).

3. **Installation and Upgrading of Irrigation Systems.** CITY agrees to build the 3-inch water supply mainline, 21 water sub-meters and 270 hose bibs to the GARDENS as shown on the Landscape Architectural Drawing incorporated herein by reference as Exhibit B. CITY’s engineered plans will be used to construct the lateral lines or connect hoses to water the individual plots. LACGC is to eliminate the illegal gardening activities on the south side of the property where water was illegally accessed as water will not be available to these illegal garden plots after the new mainline is installed.

4. **Term and Termination.** The term period (TERM) authorized under this AGREEMENT shall be a maximum of ten (10) years from the date of execution of this AGREEMENT, subject to Annual Performance Reviews (APR) conducted by LASAN or it’s designee, to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT, as follows;

   a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date set forth above, and shall end upon the expiration of the TERM of this AGREEMENT, or the earlier of (i) a written termination notice from CITY to LACGC, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable Performance Review of LACGC’s performance or termination for cause during the TERM; or, (ii) the date that LACGC ceases to operate the GARDENS. If CITY should elect to terminate this AGREEMENT, LACGC agrees to immediately cease all operations and other activity and to peacefully surrender the GARDENS to CITY.
b. Cease to Operate. The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LACGC’s corporate charter or grant of non-profit status, if such exists, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LACGC’s purposes or function as contained in LACGC’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LACGC, as described herein; or (iv) the failure of LACGC to use the GARDENS for any of the AUTHORIZED USES (as defined in Section 5) or fails to comply with the agreed upon PERFORMANCE REQUIREMENTS (as defined in Section 6), terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the GARDENS, or for reason beyond LACGC’s control.

5. Annual Performance Reviews. PARTIES mutually agree to a series of Annual Performance Reviews, which shall be conducted by LASAN to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT as follows;

a. Continuance of CITY’s collaboration with LACGC shall be contingent upon favorable Annual Performance Review (APR) for the GARDENS, which shall include, but not be limited to:

(i) An evaluation of LACGC’s compliance with the terms and conditions of this AGREEMENT;

(ii) Fulfillment of LACGC’s obligations for the operation and maintenance of the GARDENS under this AGREEMENT, including the provision of programs and/or services performed under the AUTHORIZED USES specified herein;

(iii) Fulfillment of all PERFORMANCE REQUIREMENTS included herein;

(iv) Adequacy of LACGC’s funding and resources to operate and maintain the GARDENS in accordance with this AGREEMENT;

(v) The volume of the public’s use of the GARDENS and participation in LACGC’s programs; and

(vi) LACGC’s cooperation with CITY staff.
b. Every year during the TERM of this AGREEMENT, for purposes of completing the Annual Performance Review, LACGC shall submit to CITY during the period of February 1st through May 30th of each year, an Annual Performance Report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT may include, but not be limited to:

(i) Annual Budget and Report of Expenditures

(ii) Data on participants and program results

(iii) Discussion of program changes or challenges

c. LASAN reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.

d. CITY’s approval to continue the collaborative relationship shall be based solely on findings obtained through the Performance Review Report and site visits to verify compliance with the terms and conditions of this AGREEMENT. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit C. Results of the Annual Performance Review may also be used in determining future collaborations with LACGC. CITY shall not unreasonably withhold its determination.

6. Access to Gardens. LACGC and any authorized third party associated with LACGC’s activities at the GARDENS will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY’s employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the GARDENS for purposes of fulfilling normal duties or in the case of emergencies. Prior notice will be given to LACGC when feasible. If required for public safety, CITY may immediately suspend and/or terminate LACGC activities involving the GARDENS.

7. Authorized Uses, Associated Requirements, and Restrictions. GARDENS shall be operated as community gardens in a manner that maximizes the gardening experience for persons desiring to grow food, flowers, and ornamental plants, as follows;

a. GARDENS may be used for meetings related to the operation and maintenance of a community garden.

b. The public will be allowed access for public programs, tours of the garden and during special events; scheduled school tours and field trips will be conducted by a registered and fingerprinted employee or volunteer of LACGC. LACGC shall ensure
that any employee and/or volunteer, is appropriately evaluated pursuant to normal CITY background check procedures for LASAN volunteers.

c. No commercial activity will be allowed in the GARDENS.

d. Grown and harvested fruit and vegetation are for personal consumption and may not be used for for-profit commercial purposes.

e. GARDENS shall not be permitted to be used for organized sports, public event space, or paid parking.

f. LACGC shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child’s parent or legal guardian. The documentation of this written consent must be provided to LASAN prior to photographs being taken.

g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted to occur in the GARDENS.

8. Performance Requirements. LACGC must operate and maintain the GARDENS in accordance with the following:

a. LACGC shall perform operations and maintenance efficiently and economically, at its sole cost and expense.

b. LACGC agrees that it shall operate the GARDENS only during the specified days and hours listed in Section 7 of this AGREEMENT.

c. LACGC, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the GARDENS, providing all materials, supplies, equipment, and funds necessary to provide the public with such recreational opportunities to the reasonable satisfaction of LASAN. LACGC may collect participant fees as described in Section 9 (Funding and Fundraising).

d. LACGC’s staffing of the GARDENS shall comply with applicable City, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of LACGC.

e. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the operation and maintenance of the GARDENS,
including payment to LASAN for any water or other utilities used, as applicable. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC’s use of the GARDENS.

f. LACGC will work with involved gardeners and communities to develop and promulgate written garden rules for the GARDENS by using as a starting point or resource a Sample Garden Rules for a Community Garden, attached as Exhibit D and incorporated herein. LACGC shall submit draft Garden Rules to LASAN for review prior to being finalized.

9. Days and Periods of Use. Hours and days of LACGC and public access to GARDENS are:

sunrise to sunset daily for the operation and maintenance of community gardens. Any extended times or hours for specified events or programs related to a community garden may be granted with prior written consent of CITY (“PERMITTED TIMES”).

10. Parking. During the TERM of this AGREEMENT and during Authorized Uses specified above in Section 5 of this AGREEMENT, LACGC, its staff, and public patrons and/or guests, whether or not involved in LACGC activities at the GARDENS, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the GARDENS on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. Off-site street parking is allowed, subject to the Department of Transportation regulations.

11. Funding and Fundraising. All funds, including grants, donations, or any other funds received by LACGC in connection with the GARDENS or related to matters covered by this AGREEMENT, or generated from programs or activities conducted at the GARDENS, shall be applied exclusively to the operations and maintenance of the GARDENS, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of LACGC unrelated to this AGREEMENT and/or the operation and maintenance of the GARDENS. If for any reason LACGC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. LACGC may charge gardening participants appropriate fees for programs, services, and/or activities offered by LACGC at the GARDENS, including a monthly fee for use of a garden plot, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. LACGC may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.
LACGC may hold fundraising activities at GARDENS, but must obtain prior written approval for the date and time from the LASAN contact person in Notices Section 24 for each fundraising event no fewer than 30 calendar days prior to the scheduled activity. LACGC may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the GARDENS must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the GARDENS, LACGC shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.g. of this AGREEMENT.

12. Maintenance and Repair of Properties. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the GARDENS:

a. Pursuant to the mutual agreement of PARTIES, LACGC shall operate and maintain the GARDENS efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and/or repair of the GARDENS, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.

b. LACGC, at its sole cost and expense, shall perform or cause to be performed all necessary maintenance and repair of improvements to GARDENS, in consultation with CITY’s designated representative, or by CITY’s written request and/or instruction.

c. LACGC shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the maintenance and repair of the GARDENS. LACGC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LACGC’s use of the GARDENS.

13. Consideration. The consideration for this AGREEMENT in exchange for LACGC’s use of the GARDENS shall be LACGC’s provision of gardening-associated recreational activity, programming and services, monthly urban gardening and backyard composting education, and maintenance and/or repair of the GARDENS, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with LASAN policies, together with the attendant benefits to the People of the City of Los Angeles. Additionally, LACGC’s use of the GARDENS shall be subject to certain cost recovery reimbursement fees described below. Such fees are subject to change with prior written notice to LACGC.
a. **Utilities.** The cost of utility services to the GARDENS, such as electricity, gas, and water, shall be the sole financial responsibility of the organization operating and maintaining the subject facility. With respect to the GARDENS under this AGREEMENT, LACGC will pay directly to the utility service provider for water used, upon transfer of DWP meter account to LACGC for the additional water meter.

b. **Trash and Solid Waste Disposal.** Trash disposal and removal of solid waste, green waste and recyclables will be provided by LASAN at the expense of LACGC. CITY shall bear no costs in regards to the disposal and/or removal of trash, solid waste and green waste.

14. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements at the GARDENS without prior written authorization by CITY. LACGC shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LACGC or plot users. Landscape Architectural plans have been provided, whereas the lateral water supply lines to specific plots will be installed by a licensed irrigation contractor, as specified in Section 3.

Changes to GARDENS plot layout and configuration, and changes to garden paths are not alterations, improvements, and replacements within the meaning of this section and do not require CITY review and approval. However, a change in the number of garden plots shall require approval by CITY.

15. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the GARDENS, LACGC shall adhere to the following guidelines and instructions for submitting a proposed project for CITY’s consideration:

   a. Submit a project proposal for CITY review and approval. The proposal should include but not limited to, project objectives, conceptual drawings, a written description of the project’s scope of work, general project details and requirements, and estimated preliminary budget.

   b. Should the project be conceptually approved by the CITY, LACGC will be authorized to perform any required preliminary work or site assessments, either
through a right-of-entry permit if required, or the CITY’s authority and/or this AGREEMENT.

c. Depending on the scope of work and magnitude of the proposed project, LACGC may be assessed an administrative fee to be determined by LASAN, for project review and all services provided by CITY staff. Such fee shall be paid to the “City of Los Angeles Department of Public Works, LA Sanitation” and shall have been paid in full prior to CITY conceptual approval of the proposed project.

d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

e. When prepared, LACGC shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY’s approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

f. LACGC shall obtain, at its own cost and expense, all necessary and/or required CITY, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).

g. LACGC shall submit approved plans and specifications for final approval to:

   **Khalil Gharios, Division Manager**
   City of Los Angeles Department of Public Works, LA Sanitation
   1149 South Broadway, Suite 500, SRPCD
   Los Angeles, CA 90015

h. Upon receipt of final approval, commence construction in coordination with CITY staff.

16. **Insurance**. Before occupying the GARDENS under this AGREEMENT and periodically as required during its TERM, LACGC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LACGC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. LACGC will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY’s Risk Manager and shall include the types and minimum limits set forth in Exhibit E, which is incorporated herein by reference.
a. LACGC shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LACGC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LACGC.

b. If any of the required insurance contains aggregate limits or applies to other operations of LACGC outside of this AGREEMENT, LACGC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in LACGC’s best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LACGC shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY’s interest, LACGC will provide CITY at least thirty (30) calendar days prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LACGC.

d. LACGC’s failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY’s interest; LACGC agrees to reimburse CITY for all money so paid.

e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LACGC’s financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

17. **Indemnification.** Except for the active negligence or willful misconduct of CITY, LACGC undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and all of its boards, officers, agents, employees, assigns and successors-in-interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys’ fees and costs of litigation, for damage or liability of any nature
whatevver, for death or injury to any person, including LACGC’s employees and agents, arising in any manner by reason of or incident to the performance of work under this AGREEMENT on the part of LACGC and/or any third party.

CITY may recover at law any and all claims and damages which may be due as a result of damage or destruction occurring at the GARDENS because of LACGC’s active negligence or willful misconduct. LACGC agrees that any third party working or providing services within the GARDENS will indemnify and hold harmless the City of Los Angeles and its officers, agencies, invitees, employees, contractors and volunteers from any and all liability, actual or alleged, including court costs and reasonable attorney’s fees, which may arise from the acts or omissions of the LACGC, excepting the active negligence or willful misconduct of LACGC.

18. Casualty and Condemnation. LACGC shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the GARDENS or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to LACGC’s use. CITY shall not be obligated to restore GARDENS damaged by casualty in whole or in part. If the GARDENS is taken by condemnation, CITY shall not be obligated to provide LACGC a replacement property for LACGC’s use.

19. Hazardous Substances. PARTIES agree that GARDENS shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LACGC shall use GARDENS in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on GARDENS. As used herein, "hazardous substances” shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LACGC to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the GARDENS.

20. Publicity. PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the GARDENS, the acquisition of any real property, or construction of any improvements at the GARDENS, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the GARDENS. Further, any press release, public announcement, marketing materials, or
brochures prepared by either CITY or LACGC, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and LACGC of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LACGC, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

LACGC agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles, Department of Public Works, LA Sanitation”

21. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by LASAN. LASAN may require removal or refurbishment, at LACGC’s expense, of any sign previously approved. On all signage at GARDENS, LACGC shall provide the following credit,

“In collaboration with the City of Los Angeles, Department of Public Works, LA Sanitation”

22. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of CITY controlled properties as film locations when appropriate. The Board of Public Works has a dedicated Citywide Filming Coordinator and Industry Liaison to coordinate use of CITY property for film production purposes. Any commercial filming at the GARDENS shall be subject to approval by LASAN and the Citywide Filming Coordinator and Industry Liaison. All fees for use of CITY property by film production companies, including GARDENS, shall be established and collected by the Citywide Filming Coordinator and Industry Liaison in accordance with CITY and LASAN policies. The Citywide Filming Coordinator and Industry Liaison may be reached at (213) 978-0258.

23. **Taxes and Possessory Interest.** LACGC shall pay all taxes of whatever character that may be levied or charged upon the rights of LACGC to use the GARDENS, or upon LACGC’S improvements, fixtures, equipment, or other property thereon or upon LACGC’S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LACGC, as the party in whom the
Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

24. Breach or Default by LACGC. The following occurrences constitute events of breach or default of this AGREEMENT: LACGC materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the GARDENS as specified herein. LACGC’s attempt to assign rights or obligations under this AGREEMENT without CITY’s prior written consent shall also constitute an event of breach or default.

25. Breach or Default by LACGC – CITY’s Remedies. Upon the occurrence of one or more events of breach or default by LACGC, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

   a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to LACGC, and if LACGC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LACGC, terminate this AGREEMENT without further delay, whereupon LACGC shall vacate the GARDENS within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

   b. CITY’s Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LACGC, perform or cause to be performed any of LACGC’s unperformed obligations under this AGREEMENT. CITY may enter the GARDENS and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY’s right to take further, preventative action.

26. Notices. Any notice, request for consent, or statement (“Notice”), that CITY or LACGC is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or LACGC may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. A Notice shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:
27. **Representations and Warranties.** PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

28. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business LACGC or agency relationship. LACGC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LACGC represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LACGC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

29. **Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

30. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 5/17)" are incorporated herein by reference and attached hereto as Exhibit F. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 5/17)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition,
LACGC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

31. **Approval of Sub-agreements.** Any sub-agreement affecting the GARDENS shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date LACGC proposes to implement any sub-agreement. No sub-agreement shall take effect unless approved by CITY. LACGC shall require all individuals and entities intended to provide programs or services within the GARDENS to agree in writing to abide by all conditions set forth in this AGREEMENT.

32. **Safety Practices.** LACGC shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the GARDENS. In the event of death or serious injury (requiring an emergency room hospital visit), LACGC must notify the CITY as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the GARDENS shall be provided to the CITY within seventy-two (72) hours. LACGC shall keep internal documentation of the incident(s) and provide the LASAN General Manager or his or her designee with such information upon request.

33. **Ratification.** At the request of CITY, and because of the need therefore, LACGC began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LACGC for such services.

34. **Incorporation of Documents**

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

- Exhibit A: Gaffey Street Community Garden Plots
- Exhibit B: Landscape Architectural Drawings, Gaffey Street Community Garden
- Exhibit C: Performance Evaluation Form (Pending)
- Exhibit D: Garden Rules for Gaffey Community Garden
- Exhibit E: Insurance Requirements (Pending)
- Exhibit F: Standard Provisions for City Contracts (Rev. 5/17)

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

CITY:
CITY OF LOS ANGELES, a municipal corporation, per the recommendation of Enrique Zaldivar, acting by and through its
BOARD OF PUBLIC WORKS COMMISSIONERS
By:____________________________
President
By:____________________________
Secretary
Date:___________________________

LACGC:
LOS ANGELES COMMUNITY GARDEN COUNCIL, a California 501(c)(3) non-profit corporation
By:____________________________
Title:____________________________
By:____________________________

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney
By:____________________________
Deputy City Attorney
Date:___________________________

Title:____________________________
Date:___________________________
INSTALLATION SHALL INCLUDE ELECTRICAL CONNECTION FROM 120 VOLT POWER CONTROLLER SHALL BE DETERMINED BY THE CITY'S REPRESENTATIVE.

ENGINEER PRIOR TO INSTALLATION OF ALL VALVES. FINAL LOCATION AND EXACT POSITIONING FOR EQUIPMENT SHALL BE DETERMINED BY THE CITY'S REPRESENTATIVE.

BACKFLOW PREVENTER ASSEMBLY LOCATION NOTE:

VERIFICATION OF EQUIPMENT. FINAL LOCATION AND EXACT POSITIONING OF BACKFLOW LOCATION OF CONTROLLER AND ELECTRICAL POC SHALL BE REVIEWED & APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.

STATIC Water PRESSURE: 120 PSI MINIMUM

VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD

IRRIGATION NOTES:

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CITY OF LOS ANGELES

BOARD OF PUBLIC WORKS:

LAMONT KLECKNER

TOM MUNOZ

NOT FOR CONSTRUCTION

N. GAFFEY STREET

ACCESS ROAD

GATUN ST.
1. The irrigation system shall be installed in conformance with all applicable state and local codes.

2. The controller shall have its own independent ground wire.

3. Wherever possible, control wires shall occupy the same trench as pipes.

4. The irrigation sleeves shown for major street crossings are for clarity only. All pipe sleeves shall be installed at the locations shown.

5. The irrigation point of connection to the city's authorized representative is to be repaired any damage caused by their work at no additional cost to the owner.

6. The irrigation sleeves shown for major street crossings are for clarity only. All pipe sleeves shall be installed at the locations shown.

7. DO NOT WILLFULLY INSTALL THE SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST.

8. The contractor shall flush all lines for optimum performance in accordance with the specifications.

9. The irrigation system shall be installed in conformance with all applicable state and local codes.

10. The controller shall have its own independent ground wire.

11. Wherever possible, control wires shall occupy the same trench as pipes.

12. The controller shall have its own independent ground wire.

13. Wherever possible, control wires shall occupy the same trench as pipes.

14. The irrigation point of connection to the city's authorized representative is to be repaired any damage caused by their work at no additional cost to the owner.

15. The irrigation system shall be installed in conformance with all applicable state and local codes.

16. The irrigation point of connection to the city's authorized representative is to be repaired any damage caused by their work at no additional cost to the owner.

17. All excavations are to be filled with compacted backfill. Repair all settled trenches.

18. The irrigation system shall be installed in conformance with all applicable state and local codes.

19. The irrigation point of connection to the city's authorized representative is to be repaired any damage caused by their work at no additional cost to the owner.

20. The mainline system design is based on the minimum operating pressure shown on the drawing.
1. PILOT WIRES SHALL BE ONE COLOR FOR EACH CONTROLLER. COMMON WIRES SHALL BE WHITE
2. FINISH GRADE, 1/2" BELOW FINISH SURFACE ADJACENT TO TURF AND 2" BELOW FINISH SURFACE ADJACENT TO NON-TURF AREAS.
3. INSTALL FLOW SENSOR AS MANUFACTURER'S RECOMMENDATIONS, Hirsch to notification control box.
4. USE 4 DEGREES ELLS TO ACHIEVE MANKINE DEPTH ON THE DOWN STREAM SIDE OF THE FLOW SENSOR.
5. BRICK SUPPORT BOX TO BE PLACED AT RIGHT ANGLE TO HARDSCAPE EDGE. BRAND "FS" ON BOX, 1 1/2"-2" HIGH LETTERING.
6. PVC PIPE INTO FITTING.
7. Hirsch ductile iron push fittings (2" CT 45° elbow)
8. Hirsch ductile iron fitting restraint.
9. PVC pipe into fitting restraint.
10. USE X SERIES RESTRAINTS ON ALL PVC PIPE TO HARCO FITTING CONNECTIONS, INCLUDING 45° ELLS, 90° ELLS, BRASS RISERS. LENGTH AS REQUIRED.
11. BRASS NIPPLES MINIMUM 4" LONG.
12. PVC MAINLINE PIPE TO MASTER VALVE P/FIELD LINES LESS THAN 14 DIAMETERS PER SPEC.
13. USE X SERIES RESTRAINTS FOR ALL PVC PIPE TO HARCO FITTING CONNECTIONS, INCLUDING 45° ELLS, 90° ELLS, BRASS RISERS. LENGTH AS REQUIRED.
14. PVC PIPE INTO FITTING.
15. Hirsch ductile iron fitting restraint.
16. PVC pipe into fitting restraint.
17. USE X SERIES RESTRAINTS ON ALL PVC PIPE TO HARCO FITTING CONNECTIONS, INCLUDING 45° ELLS, 90° ELLS, BRASS RISERS. LENGTH AS REQUIRED.
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NOTES:
1. GARDEN HOSE VALVE LOCATION ACCORDING TO Y
2. GARDEN HOSE VALVE LOCATION PER YARD, REVIEW AND APPROVE OF FINAL LAYOUT PRIOR TO CONSTRUCTION.
3. TRACER HOSE MODEL, ANY MODEL, KNOWN TO BE BACK FLOW PREVENTER.
4. NOS FEMALE PRESSURE REGULATOR, INSTALL M 2" X 2" REDUCER, INSTALL AT LOWER ELEVATION PLANTS WHERE NECESSARY.
5. SCHEDULE 40 PVC NIPPLE, LENGTH AS REQUIRED
6. SCH 40 PVC COUPLING (SLIP X FIPT)
7. 90° SCH 40 PVC ELL (SLIP X SLIP) QUANTITY AS REQUIRED
8. SCH 40 PVC COUPLING (SLIP X FIPT)
9. SCH 40 PVC ELL (SLIP X SLIP) QUANTITY AS REQUIRED
10. BRASS SET SCREW, #10 X 1" (QUANTITY AS REQUIRED)
11. INLET DRAIN
12. FINISH GRADE: GRADE DIFFERENCE VARIES PER GARDEN PLOT.

PLAN VIEW OPTIONS A & B

GARDEN HOSE VALVE CONNECTION

NOTES:
1. OUTLET SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYETHYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PRE-FILLED WITH GEL.
2. DIRECT BURY STEEL KIT SHALL BE USED TO ELECTRICALY CONNECT 2.3 PSI OR TWIN (4'1" PRE-STRIPPED COPPER WIRES, LARGER WIRES OR GREATER QUANTITIES OF WIRES SHALL REQUIRE PLASTIC IMPROVED WIRE CONNECTION.
3. LOW VOLTAGE WIRES, THREE (3) MAXIMUM
4. WIRES PASS THROUGH GROOVES IN TUBE ID TO ALLOW ID TO LOOP
5. COVER WILL BE ATTACHED TO WIRE IS INSERTED INTO TUBE
6. POLY TUBE PRE-FILLED WITH WATERPROOF GEL
7. LOCKING DEVICES PREVENT WIRE REMOVAL
8. SCOTCHLOK ELECTRICAL SPRING CONNECTOR WIRES SHALL BE PRE-STRIPPED OF 1/2" OF THE INSULATION PRIOR TO INSERTION INTO THE CONNECTOR. CONNECTION MUST BE TIGHT TO SEAT FIRMLY. SCOTCHLOK CONNECTION AND WIRES INSERTED INTO TUBE UNTIL THE CONNECTOR PASSES LOCK TABS.

K TYP. WIRE CONNECTION

SCALE: NTS

PRESSURE LOSS CALCULATIONS

WATER PRESSURE CALCULATIONS

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NOT FOR CONSTRUCTION

P.O.C. NUMBER: HARBOR P.O.C. SIZE

ELEVATION DIFFERENCE: 60 FT MINIMUM

STATE WATER PRESSURE: 60 PSI

PROJECT NO.

ARCHITECT:

NOT FOR CONSTRUCTION

MUNICIPAL SERVICES DIRECTOR

DESIGNER:

CONTRACTOR:

BOARD OF PUBLIC WORKS

POLICE:

CITY OF LOS ANGELES
## EXHIBIT C

City of Los Angeles LA Sanitation & Environment

### PERFORMANCE REVIEW

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>ONE-TIME or ROE</th>
<th>ANNUAL</th>
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<tbody>
<tr>
<td>PROJECT/PROGRAM TITLE</td>
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</tr>
<tr>
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<td>CONTRACT NUMBER</td>
<td>CONTRACT EXPIRATION DATE</td>
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<td>NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION:</td>
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<tr>
<td>NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION:</td>
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<tr>
<td>NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED):</td>
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<tr>
<td>NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME:</td>
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<td>NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT:</td>
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<td>DESCRIBE ACTIVITIES AT TIME OF INSPECTION:</td>
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### PROGRAM

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<tr>
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<th>Meets Standards</th>
<th>Exceeds Standards</th>
<th>Outstanding</th>
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</table>

- Based on inspection or oral/written feedback, participants are enjoying/engaged in program
- Participation appears to include a reasonable proportion from the local community.
- Staff and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of experience managing community gardens

### FINANCIAL

<table>
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</table>

- Cost of the program is consistent with agreement (list fees/rates)
- Organization's annual budget of the program is provided and is sufficiently funded for commitment (attach)

### SAFETY COMPLIANCE

<table>
<thead>
<tr>
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<th>Improvement Needed</th>
<th>Meets Standards</th>
<th>Exceeds Standards</th>
<th>Outstanding</th>
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</table>

- Current liability insurance that includes the City of Los Angeles, Department of Public Works, Sanitation as determined by City Risk Manager (attach printouts)
- Adequate staff to provide proper supervision and safety (list ratio of staff to participants)
- All garden users adhere to Department safety specifications and requirements
- Maintains areas in a clean and orderly condition

### ORGANIZATION COMPLIANCE

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Improvement Needed</th>
<th>Meets Standards</th>
<th>Exceeds Standards</th>
<th>Outstanding</th>
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</table>

- Maintains good communication and a professional relationship with the Department
- Provides required written reports including Annual Report (attach)
- Annual report data about the program is consistent with agreement terms including fees charged to participants
- Compliance with all terms of the agreement
- Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501 (c)(3) status (attach printouts)
- Public Complaints resolved (attach, if any)
- Compliance Resolutions completed satisfactorily (attach, if any)
- List (if any) any small scale improvements planned, in progress, or completed. Were the improvements approved by the Dept? (if applicable, list date and name of approver)
OVERALL EVALUATION

<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Improvement Needed</th>
<th>Meets Standards</th>
<th>Exceeds Standards</th>
<th>Outstanding</th>
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</tbody>
</table>

ADDITIONAL COMMENTS/ RESULTS/RECOMMENDATIONS

NAME AND TITLE OF EVALUATOR

SIGNATURE OF EVALUATOR

DATE

NAME AND TITLE OF REVIEWER

SIGNATURE OF REVIEWER

DATE

Please sign below and return entire form within one week of acknowledge receipt of this performance review.

PRINT NAME AND TITLE OF SITE CONTACT

SIGNATURE OF SITE CONTACT

DATE
EXHIBIT D

Garden Rules for Gaffey Community Garden

The Los Angeles Community Garden Council will work with communities and gardeners to develop garden rules. Each community garden will have its own written garden rules based on the specific needs and circumstances of the community. As the garden is a shared space, it is necessary that gardeners agree to observe a set of rules regarding how to maintain their assigned plots and shared areas as well as cultivate positive relationships. The following sample garden rules are for consideration to be used as a starting point.

Garden Hours, Maintenance, and Tools

1. Gardeners may access the garden from sunrise to sundown daily, year-round. Gardeners are responsible for locking the gate behind them. Keys and combinations are strictly for personal use and must not be shared with others.

2. Gardeners must plant their plot within 14 days of the plot being assigned. They must garden year-round.

3. If gardeners are unable to tend the plot due to illness or traveling, they must arrange for someone else to tend the plot and notify the Garden Leadership Team.

4. Gardeners must keep their plot, paths, and surrounding areas around their plot clean and free of trash, weeds, and debris. They must keep the plot free of weeds, pests, and diseases. Because of the communal nature of a community garden, this is necessary to control against invasions of the whole garden.

5. Plot boundaries are clearly defined, and plants must remain with the boundaries of each plot. Gardeners may not plant trees in their plots or any plants higher than 4 feet.

6. Gardeners must not apply any pesticides, insecticides or herbicides in the garden without approval from the Garden Leadership team. Organic gardening promotes the health of our produce, soil, and fellow gardeners.

7. Gardeners are responsible for taking any trash or recyclable that they generate with them out of the garden.

8. Tools must be returned to their proper location after use to keep the garden toolsheds in a neat condition. Gardeners are responsible for locking the toolsheds. If a tool is missing, damaged or broken, inform a member of the Garden Leadership Team immediately. Gardeners may be held responsible for damaged or broken items or
equipment and they may not be replaced if missing or broken. Please conserve water and use a trigger-operated nozzle on the hose as required by California law. Notify the Garden Leadership Team of any leaks. Maintain your raised bed to conserve water.

9. All water hoses are to be left coiled near the water spigots.

10. Gardeners may be required to contribute some time each month to maintain the communal areas of the garden.

11. Plots are assigned based on the date and time of receipt of the plot application. Only one plot will be assigned per household.

12. The plot fee is $30 per month. The plot fee will be reassessed after 12 months to ensure that it covers the cost of the water bills and basic garden maintenance.

13. The first payment of $30 and a key deposit of $5 must accompany the application. Payment can be made by check payable to “LA Community Garden Council” or by cash. A receipt will be issued immediately for all cash payments.

14. Plots are assigned for a 12-month period. Renewal is not automatic and is based on gardeners’ following the rules. After a plot has been renewed 3 times, it may be given to someone on the garden waitlist.

15. Fees will not be refunded.

16. If all plots have been assigned an applicant will be placed on a waitlist. The Garden Leadership Team will maintain this waitlist.

17. Gardeners are encouraged or may be required to attend scheduled meetings.

**Mutual Respect**

18. Gardeners must not take food, plants or materials from other gardeners’ plots.

19. Gardeners must not water, weed or cultivate other gardeners’ plots without express permission from that plots’ main gardener.

20. Gardeners must not use abusive or profane language or discriminate against others for any reason including but not limited to: age, race, religion, national origin, gender, sex, sexual orientation, political affiliation or ability.
21. Gardeners’ guests and visitor may enter the garden only if accompanied by the main gardener. Guests and visitor must follow all rules, terms, and conditions stated here.

22. All children under 18 years must be supervised by a responsible adult.

23. Weapons, alcohol, tobacco and illegal drugs are prohibited in the garden.

24. Possession of dangerous chemicals, harmful substances, and firearms is prohibited at all times.

25. Pets are not allowed in the garden.

26. Community events may only be held in the garden with the permission of the Garden Leadership Team.

27. Headphones must be used if playing music in the garden, except for at a community event with the permission of the Garden Leadership Team.

28. Gardeners may not collect money or organize raffles without the permission of the Garden Leadership Team.

Safety

29. Gardeners are to report any accidents or vandalism promptly to a member of the Garden Leadership Team.

30. In case of fire or other emergency please call 911.

31. For city services call 2-1-1

Consequences for Violating Garden Rules

32. Gardeners may be asked to leave the garden for:
   a. Violating the stated rules
   b. Neglecting to maintain their plot
   c. Harassment, discrimination, physical or verbal abuse of any party affiliated with the garden.

33. Removal from the garden will follow:
   a. For the first incident, a documented verbal warning made in a one-on-one meeting
b. For the second incident, a written warning  
c. In the event of a third incident, a gardener will be asked to leave the garden

34. Upon dismissal, dues will not be returned. It is expected the gardener will leave the plot as when it was assigned.
Required Insurance and Minimum Limits

Name: Los Angeles Community Garden Council  Date: 09/20/2019

Agreement/Reference: For the operation of Gaffey Street Community Gardens

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.

<table>
<thead>
<tr>
<th>Limits</th>
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<tr>
<td><strong>Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
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<tr>
<td>WC Statutory</td>
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<td>EL 1,000,000</td>
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<tr>
<td>Waiver of Subrogation in favor of City</td>
</tr>
<tr>
<td>Longshore &amp; Harbor Workers</td>
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<tr>
<td>Jones Act</td>
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<tr>
<td><strong>General Liability</strong></td>
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<td>City of Los Angeles must be named as an additional insured 1,000,000</td>
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<td>Products/Completed Operations</td>
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<td>Sexual Misconduct</td>
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<tr>
<td>Fire Legal Liability</td>
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<tr>
<td><strong>Automobile Liability</strong> (for any and all vehicles used for this contract, other than commuting to/from work)</td>
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<tr>
<td><strong>Professional Liability</strong> (Errors and Omissions)</td>
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<tr>
<td>Discovery Period 12 Months After Completion of Work or Date of Termination</td>
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<tr>
<td><strong>Property Insurance</strong> (to cover replacement cost of building - as determined by insurance company)</td>
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<tr>
<td>All Risk Coverage</td>
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<td>Flood</td>
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<td>Earthquake</td>
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<td>Boiler and Machinery</td>
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<td>Builder's Risk</td>
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<td><strong>Pollution Liability</strong></td>
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<td><strong>Surety Bonds</strong> - Performance and Payment (Labor and Materials) Bonds</td>
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<td><strong>Crime Insurance</strong></td>
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<td><strong>Other:</strong></td>
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(See Note 2 below)
BPW Meeting - Item (3)

BPW-2020-0437

CD 3, 4, 9

**TREE REMOVAL - BSS PACKAGE 16 - CITYWIDE SIDEWALK REPAIR PROGRAM**

Recommending the Board:

1. **FIND** that the tree removal (1) classifies as operation, repair, maintenance or minor alteration of existing street, sidewalk, and gutter, involving negligible or no expansion of use beyond that previously existing; and does not involve the removal of a scenic resource; (2) that the action is exempt under Article III, Section 1, Class 1, Category 3 (existing facilities - sidewalk repair or maintenance) of the City of Los Angeles Environmental Quality Act Guidelines (2002); and (3) that none of the exceptions to the use of a categorical exemption as set forth in Section 15300.2 of the State CEQA Guidelines apply; and

2. **REVIEW and APPROVE** this tree removal permit request for the removal of 14 street trees which includes 9 Camphor (Cinnamomum Camphora) and 5 River Red Gum (Eucalyptus Camaldulensis) trees for the reconstruction of an off-grade sidewalk and curb ramp installation. Tree replacements are required.

**ATTACHMENTS:**

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Honorable Board of Public Works
Of the City of Los Angeles

Commissioners:

BSS PACKAGE 16 – CITYWIDE SIDEWALK REPAIR PROGRAM IN COUNCIL DISTRICT THREE, FOUR AND NINE REQUEST BOARD OF PUBLIC WORKS AUTHORIZE A NO-FEE PERMIT TO REMOVE 14 STREET TREES WHICH INCLUDE 9 CAMPHOR (CINNAMOMUM CAMPHORA), AND 5 RED RIVER GUM (EUCALYPTUS CAMALDULENSIS) TREES FOR THE RECONSTRUCTION OF THE OFF-GRADE PUBLIC SIDEWALK. TREE REPLACEMENTS ARE REQUIRED.

RECOMMENDATION:

That the Board of Public Works (Board):

1. FIND that the tree removal (1) classifies as operation, repair, maintenance or minor alteration of existing street, sidewalk, and gutter, involving negligible or no expansion of use beyond that previously existing; and does not involve the removal of a scenic resource; (2) that the action is exempt under Article III, Section 1, Class 1, Category 3 (existing facilities – sidewalk repair or maintenance) of the City of Los Angeles Environmental Quality Act Guidelines (2002); and (3) that none of the exceptions to the use of a categorical exemption as set forth in Section 15300.2 of the State CEQA Guidelines apply.

2. Review and approve this tree removal permit request for the removal of 14 street trees which includes 9 Camphor (Cinnamomum camphora) and 5 River Red Gum (Eucalyptus camaldulensis) trees for the reconstruction of an off-grade sidewalk and curb ramp installation. Tree replacements are required.

TRANSMITTALS:

1. Tree removal notification
2. Service Request 1-536067909, 1-1099831201, 1-1149165751
3. Electronic correspondence, dated December 18, 2019
4. Electronic correspondence, dated February 3, 2020
5. Property owner’s authorization for tree removal
6. Photographs of the trees to be removed
CONDITION:

All tree replacements comply with the Board of Public Works 2:1 tree replacement policy and shall be planted by the Office of Community Beautification (OCB) or its contractor. The Bureau of Street Services (StreetsLA) shall begin weekly watering of the tree replacements upon tree planting confirmation from the OCB. Tree watering shall continue for a three-year period.

- Ten, 24-inch box size Brisbane Box (Lophostemon confertus) trees to be replanted at the following addresses on West Lopez Street: one at 21901, two at 21907, two at 21913, two at 21917, one at 5072, and two at 5062 North Topanga Canyon Boulevard on West Lopez Street side;

- Six, 24-inch box size Cork Oak (Quercus suber) trees to be replanted at the following addresses on North Observatory Avenue: one at 2217, one at 2221, two at 2222 and two at 2227;

- Two, 24-inch box size Cork Oak (Quercus suber) trees to be replanted at 4221 West Los Feliz Boulevard on North Observatory Avenue; and

- Ten, 24-inch box size Jacaranda (Jacaranda mimosifolia) trees to be replanted at the following addresses on South Orchard Avenue: one at 2620, one at 2622, two at 2623, one at 2624, one at 2627, one at 2640, one at 2644, one at 2660, and one at 2663.

ALTERNATIVE METHODS AND OPTIONS EXPLORED:

Except for four trees, the health and location of ten trees negate the possibility of tree preservation or relocation. Two River Red Gum trees at 5062 North Topanga Canyon Boulevard located on West Lopez Street side; one River Red Gum tree at 21913 and one Red River Gum tree at 21917 West Lopez Street are mature and appear to be healthy; however, will be severely impacted by proposed repair of the off-grade sidewalk and curb. StreetsLA requested Bureau of Engineering (BOE) seek alternative methods to repair sidewalks and curb in order to retain the three trees; however, BOE determined that due to existing site constraints, alternative sidewalk and curb repair options are not feasible.

RECITAL:

The Bureau of Engineering (BOE) is the lead agency in identifying defective sidewalks at locations throughout the City of Los Angeles as part of the Citywide Sidewalk Repair Program, BSS Package-16.
The BOE is working in close collaboration with the Bureau of Street Services (StreetsLA) in addressing potential impacts to street trees adjacent to targeted locations.

The BOE contacted StreetsLA in reference to reconstruction of off-grade sidewalk conditions at 16 sites located throughout the City of which 3 sites have trees that will be severely impacted.

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CD</th>
<th>NO. OF TREES IMPACTED</th>
<th>TREE SPECIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>5062 Topanga Canyon Bl on W Lopez St Side</td>
<td>3</td>
<td>2</td>
<td>Red River Gum (Eucalyptus camaldulensis)</td>
</tr>
<tr>
<td>21901 Lopez St</td>
<td>3</td>
<td>1</td>
<td>Red River Gum</td>
</tr>
<tr>
<td>21913 Lopez St</td>
<td>3</td>
<td>1</td>
<td>Red River Gum</td>
</tr>
<tr>
<td>21917 Lopez St</td>
<td>3</td>
<td>1</td>
<td>Red River Gum</td>
</tr>
<tr>
<td>2217 Observatory Av</td>
<td>4</td>
<td>2</td>
<td>Camphor (Cinnamomum camphora)</td>
</tr>
<tr>
<td>2221 Observatory Av</td>
<td>4</td>
<td>2</td>
<td>Camphor</td>
</tr>
<tr>
<td>2619 Orchard Av</td>
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</tr>
<tr>
<td>2623 Orchard Av</td>
<td>9</td>
<td>2</td>
<td>Camphor</td>
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<tr>
<td>2627 Orchard Av</td>
<td>9</td>
<td>1</td>
<td>Camphor</td>
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</tbody>
</table>

A StreetsLA Arborist inspected the subject location on October 9, 2019 through November 6, 2019 and verified that 15 of 80 street trees will be severely impacted by the project and require removal. Of the 14 trees, 4 are in fair condition and 10 are in poor condition showing signs if decay, die back, and fruiting bodies (Laetiporus sulphureus) at the base of tree trunk. The trees measure approximately 22 to 48-inches in diameter by approximately 25 to 75-feet in height growing in 5 to 7-feet wide parkways.

StreetsLA is proposing to replace the defective sidewalks, curb and gutter due to uplift and severe disruption by the roots and root crowns of the subject trees. The trees have severely outgrown their growing space and defective sidewalks, curb and gutter are prevalent throughout the area. The required root pruning to allow the trees to remain would significantly and adversely affect the trees' health and roots' structural integrity leaving them potentially unstable. Hence, sidewalk reconstruction will require tree removal.
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES
REPORT NO. 1
Page 4 of 5
Date: July 21, 2020
Council District No. 03, 04, 09

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

StreetsLA finds the tree removal (1) classifies as operation, repair, maintenance or minor alteration of existing street, sidewalk, and gutter, involving negligible or no expansion of use beyond that previously existing; and does not involve the removal of a scenic resource; (2) that the action is exempt under Article III, Section 1, Class 1, Category 3 (existing facilities – sidewalk repair or maintenance) of the City of Los Angeles Environmental Quality Act Guidelines (2002); and (3) that none of the exceptions to the use of a categorical exemption as set forth in Section 15300.2 of the State CEQA Guidelines apply.

The CEQA Guidelines for street tree removal and replacements were used in making this finding and are on file with StreetsLA and available to the public upon request.

CONCLUSION

Michael Owens, Council District Three; Nikki Ezhari, Council District Four; and Bryce Rosaura, Council District Nine were informed of the tree removal requests on December 16, 2019 and will notify StreetsLA of any objections received by their office.

Public comments on this tree removal requests will be received and heard, both in-writing and in-person, during the scheduled public hearing with the Board. The following public noticing of these tree removal permits were conducted:

- Notice of the proposed tree removals were physically posted on the subject trees on November 18, 2019;
- Proposed tree removals were included in the Bureau of Street Services Tree Removal Notification System; and
- The Community Forest Advisory Committee and Department of Neighborhood Empowerment were notified.

StreetsLA, Urban Forestry Division shall begin weekly watering of the tree replacements upon tree planting confirmation from the OCB. Tree watering shall continue for a three-year period.

All tree replacements comply with the Board of Public Works 2:1 tree replacement policy and shall be planted by the Office of Community Beautification (OCB) or its contractor.
The applicant has been advised of the recommendations contained in this report.

Respectfully Submitted,

ADEL H. HAGEKHALI, P.E.
Executive Director and General Manager
Bureau of Street Services

Prepared by:
Urban Forestry Division Ext. 7-3077

AH/GS/TT/HB:lt
S:\Board Reports\2019 board reports\SRP-BSS-16
The Urban Forestry Division received the following permit request to remove trees at the following locations:

**FROM:** Urban Forestry Division  
1149 S. Broadway, 4th Floor  
Los Angeles, CA 90015

**REQUESTER:** City of Los Angeles Bureau of Engineering  
1149 S Broadway 7th Floor  
Los Angeles, CA 90015

**PHONE NO:** (213) 847-3077  
**MAIL STOP:** #550  
**BID PKG:** BSS - 16  
**REASON FOR REQUEST:** Citywide Sidewalk Repair Program  
**PERMIT TYPE:** No-Fee Permit  
**TREE REPLACEMENT SIZE:** 24-inch box size

**CEQA:**

The tree removal(s) is/are (1) classified as operation, repair, maintenance or minor alteration of existing street, sidewalk, and gutter, involving negligible or no expansion of use beyond that previously existing; and does not involve the removal of a scenic resource; (2) the action is exempt under Article III, Section 1, Class 1, Category 3 (existing facilities - sidewalk repair or maintenance) of the City of Los Angeles Environmental Quality Act Guidelines (2002); and (3) none of the exceptions to the use of a categorical exemption as set forth in Section 15300.2 of the State CEQA Guidelines apply.

<table>
<thead>
<tr>
<th>COUNCIL DISTRICT</th>
<th>ADDRESS</th>
<th>NO OF TREES IMPACTED</th>
<th>TREE SPECIES PROPOSED TO BE REMOVED</th>
<th>TREE REPLACEMENT QTY.</th>
<th>TREE REPLACEMENT SPECIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>5062 Topanga Canyon Bl</td>
<td>2</td>
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<td>3</td>
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<td>Jacaranda (Jacaranda mimosifolia)</td>
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<td>4</td>
<td>2217 Observatory Av</td>
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<td>Camphor (Cinnamomum camphora)</td>
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<td>Cork Oak (Quercus suber)</td>
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<td>4</td>
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<td>Camphor (Cinnamomum camphora)</td>
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<td>Camphor (Cinnamomum camphora)</td>
<td>2</td>
<td>Jacaranda (Jacaranda mimosifolia)</td>
</tr>
</tbody>
</table>

FOR ANY QUESTIONS REGARDING THE TREE REMOVALS ON THIS LIST, PLEASE CONTACT URBAN FORESTRY AT (213) 847-3077 OR EMAIL AT BSS.URBANFORESTRY@LACITY.ORG
CD 3, 4, 9 - Tree Removal Notification - Bid Pkg - Multiple Addresses

Maricel El-Amin <maricel.el-aamin@lacity.org>

Mon, Dec 16, 2019 at 10:24 AM

To: Maricel El-Amin <maricel.el-aamin@lacity.org>
Bcc: Clare Marter Kenyon <claremarterkenyon@gmail.com>, "djcoolmintz@yahoo.com" <djcoolmintz@yahoo.com>, done ncsupport <ncsupport@lacity.org>, "encshelleybillik@gmail.com" <encshelleybillik@gmail.com>, "greenartlandscapela@gmail.com" <greenartlandscapela@gmail.com>, "isabelle@idarchitect.com" <isabelle@idarchitect.com>, "jane@ultraglas.com" <jane@ultraglas.com>, Julie Stromberg <cfac.cd4@gmail.com>, "lynette.kampe@gmail.com" <lynette.kampe@gmail.com>, "maryjo_w@msn.com" <maryjo_w@msn.com>, "mtrinidad@audubon.org" <mtrinidad@audubon.org>, "s.list@verizon.net" <s.list@verizon.net>, "smelliottkuhn@gmail.com" <smelliottkuhn@gmail.com>, "toconnor@edf.org" <toconnor@edf.org>, Michael Owens <michael.owens@lacity.org>, Nikki Ezhari <nikki.ezhari@lacity.org>, Alice Roth <alice.roth@lacity.org>, Daniel Park <daniel.park@lacity.org>, Adeena Bleich <adeena.bleich@lacity.org>, Emma Howard <emma.howard@lacity.org>, Bryce Rosaura <bryce.rosaura@lacity.org>, James Westbrooks <james.westbrooks@lacity.org>, BSS Urban Forestry <bss.urbanforestry@lacity.org>

Please see attached.

Thank You

TREE REMOVAL NOTIF Bid Pkg 16.pdf
76K
**You are not authorized to close this SR.**

SR Status: Pending - In Bid and Award Phase

### Summary

**Service Type:** Sidewalk Repair  
**Contact:** Juan Andrade  
**Location:** 21907 W. Lopez St., 91364

**Submitted By:** Anonymous  
**Last Updated By:** Bryan Ramirez (BSS)  
**Ticket Owner:** BOE  
**Assigned To:** N/A  
**Priority Level:** Normal  
**Service Date:** N/A  
**Action Taken:** SR Created

### SR Details

**Type of Applicant:** I am requesting on behalf of someone with a Mobility Disability  
**First Name:** Kathryn  
**Last Name:** Taulbee  
**Relation:** Wife

**Communication Method:** Email (Electronic mail) - jgawdh@aol.com  
**Type of Access Barrier:** Fix Cracked/Broken Sidewalk  
**Location and Brief Description of the Request:** my wife (handicap) uses Metro public transportation and it is impossible to use the sidewalk between our place at 21907 Lopez to the bus stop at Topanga Canyon and Lopez like 100 yards away. The whole sidewalk needs to be replaced not patched!

### Comments

**Comment:** RECOMMENDATIONS: REMOVE AND STUMP GRIND (5)

- Eucalyptus (Eucalyptus camaldulensis) 48" x 75' @5062 Topanga Canyon Blvd. (S/2)  
- Eucalyptus (Eucalyptus camaldulensis) 40" x 55' @5062 Topanga Canyon Blvd. (F/1)  
- Eucalyptus (Eucalyptus camaldulensis) 46" x 79' @21917 Lopez St. (F/1)  
- Eucalyptus (Eucalyptus camaldulensis) 44" x 65' @21901 Topanga Canyon Blvd. (F/1)  
- Eucalyptus (Eucalyptus camaldulensis) 46" x 75' @21917 Lopez St. (F/1)  
- Eucalyptus (Eucalyptus camaldulensis) 44" x 65' @21901 Topanga Canyon Blvd. (F/1)  

**Additional Location Info:**

- (5) REMOVALS
- (10) REPLANTS

**Public Notice Posted on:** (11-18-2019)
UFO INSPECTION: Sidewalk repairs are taking place on the North side of Lopez St from Topanga Canyon Blvd to Don Pio Dr. There are (6) River red gums (Eucalyptus camaldulensis) trees with a DBH of 24"-48" x 45'-75' in height. All trees are in a 4' parkway in some trees are in fair condition and some are in various stages of decline with signs of past limb failure. All trees have impacted 5' sidewalk creating an off grade condition approximately 4"-12". @ 5062 Topanga Canyon Blvd (S/2) Eucalyptus root pruning is an option... At the following addresses root pruning is Not an option due to the size of the trees and the significant lean towards the street that these trees currently have, critical parts of the root zone will be impacted. @ 5062 Topanga Canyon Blvd (S/1) & (S/3) Eucalyptus, @ 21917 Lopez St (F/1) Eucalyptus, @ 21913 Lopez St (F/1) Eucalyptus... No Parking restrictions for street sweeping Mondays 12:00p-2:00pm... No active bird nests were found.

Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Bid and Award' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Design' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Follow email "When are they going to start this?"?
Service Request #: 1-1099831201

**You are not authorized to close this SR.**

SR Status: Pending - In Bid and Award Phase

Summary

Service Type: Sidewalk Repair

Submitted By: Anonymous 07/13/2018 11:07 AM

Contact: King Reilly 323-839-0985 Edit

Last Updated By: Bryan Ramirez (BSS) 09/24/2019 09:44 AM

Location: 2227 N OBSERVATORY AVE. 90027

Ticket Owner: BOE

Show on Map Edit

Division: N/A

Assigned To: N/A

Assignee: N/A

Priority Level: Normal Edit Priority

Service Date: N/A

Action Taken: SR Created Edit

Optional Tracking Code: N/A Edit

Attachments: Edit

Internal: Bryan Ramirez on 09/24/2019 09:44 AM

External: Bryan Ramirez on 09/24/2019 09:44 AM

External: Bryan Ramirez on 09/24/2019 09:44 AM

SR Details

Type of Applicant: I am a person with a Mobility Disability

Communication Method: Email (Electronic mail) - pej1009@hotmail.com

Type of Access Barrier: Fix Cracked/Broken Sidewalk

Location and Brief Description of the Request: Trees have caused sidewalk to uplift more than 2 feet (south from my property), making it impossible to walk on them.

Additional Location Info:

Comments

<table>
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<tr>
<th>Comment</th>
<th>Internal or External</th>
<th>Created By</th>
<th>Created Date</th>
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</table>
| (BSS-16)(Site#3693)(Date:09/23/2019) UFD INSPECTION By (SR-001): No Parking Restrictions Posted/ DOT OSTING. **No Overhead Energized/Communication Lines Present** No active bird nests present at time of inspection. 5 Sidewalk, 6-6"Parkway...
| (6)Trees TOTAL within scope of work at the following addresses: (F1-F2-Camphora Cinnamomum Trees[34"X45"]@2217 Observatory Ave),(F1-F2-Camphora Cinnamomum Trees[34"X45"]@2221 Observatory Ave),(F1-F2-Camphora Cinnamomum Trees[26"X40"]@2231 Observatory Ave) Of the (6)Total Only (2)Trees May be preserved by means of Canopy-Trimming, and Root-Pruning as they are in fair condition displaying no pronounced lean... (4)Trees Require removal due to Severe impact on Sidewalk. Approximate offgrade of approximately 36"... Sidewalk,Curb,Gutter & Driveway repairs would impact those trees'... | Internal | Bryan Ramirez | 09/24/2019 09:41 AM |

Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Bid and Award' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Design' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Pre-Design' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Your Access Request has been found to be eligible by the Department on Disability. A City representative will soon assess the condition of the sidewalks at the location of the Access Request. Updates will be provided as the status of 1-1099831201 progresses.

View all comments  Add comments

SR Reassignment

Referral From  Referral To  Notes  Initiator  Date

No Reassignments

Reassign Ticket

Clone Ticket  Gave Caller Info

Parent SR(s)

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Child SR(s)

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</table>

Board of Public Works Meeting - July 21, 2020 - PAGE 55
** You are not authorized to close this SR.

SR Status: Pending • In Design Phase

### Summary

- **Service Type:** Sidewalk Repair
- **Contact:** brandon zakaria
- **Location:** 2627 S ORCHARD AVE, 90007
- **Cross Street:**
- **Council District:** N/A
- **Thomas Bros:** 634-B7
- **Maintenance Area:** Bay Harbor
- **Maintenance District:** N/A
- **Source of Request:** Self Service
- **Language:** English
- **Work Order Number:** N/A
- **Claim Number:** N/A

#### SR Details

- **Type of Applicant:** I am a person with a Mobility Disability
- **Communication Method:** Email (Electronic mail) - brandonzak@hotmail.com
- **Type of Access Barrier:** Fix Cracked/Broken Sidewalk
- **Location and Brief Description of the Request:** In front of the house 2627 Orchard and the surrounding areas, the sidewalk is jagged and ruined. I tripped and hurt myself the other day. At night I think the sidewalk is unsafe to walk on. Please smooth and repair.

#### Comments

"[BSS-16](Site#3670)(Date:09/09/2019} UFD INSPECTION By (BR-001): DOT POSTING REQUIRED ... **Overhead Energized/Communication Lines Present** No active bird nests present at time of inspection. 5 Sidewalk, 8 Parkway... There are (8)Trees TOTAL within scope of work at the following addresses: (F1,F2-Camphor trees[24"X25’]@[2619 Orchard Ave], (F1,F2-Camphor trees[26"X25’]@[2621 Orchard Ave], (F1,F2-Camphor trees[24"X25’]@[2623 Orchard Ave], (F1,F2-Camphor trees[26"X25’]@[2627 Orchard Ave], (F1-Camphor tree[24"X25’]@[2631 Orchard Ave], (F2-Jacaranda [6”X20’]@[2631 Orchard Ave)... Of the (8) only (3)Trees May be preserved by means of Canopy-Trimming, Sidewalk width reduction and Root-Pruning as they are in fair condition displaying no pronounced lean... (5)Camphor Trees are in poor condition with decay/Cavities at base. Probe Reveals hollow trunks & Root-flares thus trees are structurally unsound ---!!!!---RECOMMENDATION: TRIM ANY ROOT-PRUNE (3)Trees, Adhering to bureau’s standards, at the following Addresses: (F1-Camphor tree[26"X25’]@[2627 Orchard Ave], (F1-Camphor tree[24"X25’]@[2631 Orchard Ave], (F2-Jacaranda [6”X20’]@[2631 Orchard Ave)...... REMOVE & STUMP GRIND, (F1,F2-Camphor trees[24"X25’]@[2627 Orchard Ave], (F1,F2-Camphor trees[26"X25’]@[2631 Orchard Ave), (F1-Camphor tree[24"X25’]@[2627 Orchard Ave), (F2-Jacaranda [6”X20’]@[2631 Orchard Ave)...... REMOVE & STUMP GRIND, (F1,F2-Camphor trees[24"X25’]@[2627 Orchard Ave), (F2-Camphor trees[26"X25’]@[2631 Orchard Ave)... To allow for proposed repairs & REPLANT (10)4’ Box-Jacaranda Mimosifolia Trees at the following Locations: (F1,F2-Camphor trees[24"X25’]@[2627 Orchard Ave)](F1,F2-Camphor trees[26"X25’]@[2631 Orchard Ave)](F1-Camphor tree[24"X25’]@[2627 Orchard Ave)](F2-Jacaranda [6”X20’]@[2631 Orchard Ave)."

---

**Public Notice Posted 09-22-2019.**
Thank you for submitting your Access Request. Due to the high volume of Access Requests, there could be a significant wait before work is completed. Currently your Access Request is in the 'Design' phase. You can check the status of your request by logging into MyLA311 and selecting "Manage Service Requests". Thank you for your patience as we strive to implement this new program.

Your Access Request has been found to be eligible by the Department on Disability. A City representative will soon assess the condition of the sidewalks at the location of the Access Request. Updates will be provided as the status of 1-1149165751 progresses.

**Removals Marked with white line along curb(Property Owner authorization Form obtained for all locations). Replant sites Marked with Orange dot along curb "ALL WORK SHALL BE PERFORMED BY BSS/LFD ** BOARD APPROVAL REQUIRED**" Posting date pending. Review W/IT**
Dear Hector,

The NANDC Neighborhood Council Board (NANDC) decided by motion at its December Board meeting to withdraw its objection to the removal of the 5 camphor trees at 2619, 2623 and 2627 S. Orchard having the benefit of a pro-bono consultation by the USC campus arborist and tree specialist Michael Wallick on the following conditions:

1. For removal of 5 trees, 5 will be replanted
2. Our recommendation is for replacement by a with bay laurel which will have a better chance of survival and healthy development under the electrical wires above
3. If a bay laurel is not available, I have attached a list of suggested trees from an email to me from the arborist consultant for your consideration.

Thank you for your patience and participation as we all work to green LA and secure healthy communities.

Jean Frost
NAN DC Area 3 Rep
Policy Committee Chair
213 747 2526
List:

Hi Jean,

It was a pleasure meeting you today! As promised, I am sending you a list of smaller trees that would fit better in the parkway due to the overhead power lines.

1. Crape Myrtle, Lagerstromia indica 15-25 ft
2. Bronze Loquat, Eriobotrya japonicum 15-20 ft
3. Bay Laurel, Laurus nobilis 20-30 ft
4. Palo verde, Parkinsonia aculeate 20-30 ft
5. Magnolia tree (little gem variety) 15-20 ft
6. California Lilac, Ceanothus thyrsiflorus 12-18 ft
7. Chitalpa tree, Chitalpa tashkentensis 15-20 ft.
9. Smoke tree, Cotinus coggyria 12-15 ft
10. Redbud tree, Cercis occidentalis 15-20 ft
12. Coral gum tree, Eucalyptus torquata 15-20 feet
14. Xylosma congestum 15-20 ft

Hope this helps you get started with finding smaller trees for smaller parkways.

Sincerely,

Michael C. Wallich

Campus Arborist/
Landscape Specialist
University of Southern California
Office 213-821-5514

From: Hector Banuelos [mailto:hector.banuelos@lacity.org]
Sent: Monday, November 18, 2019 11:46 AM
To: Jean Frost <indiejean@att.net>
Cc: Adel Hagekhalil <adel.hagekhalil@lacity.org>; Nora Gutierrez <nora.gutierrez@lacity.org>; Tim Tyson <timothy.tyson@lacity.org>; Thryeris Mason <missmason.nandc@gmail.com>; ECNANDC Board <board@nandc.org>; Greg Spotts <greg.spotts@lacity.org>
I object to the removal of the e camphor trees at 2619, 2623, 2627 S. Orchard and ask that this be placed on hold until the Policy Committee and Board can consider this request at their meetings on October 22 (committee) and November 7 (full board) at which time the Board has an opportunity to finalize a recommendation (by November 8)
Hello Robert,

I have reviewed the request for approval of the removal of 14 street trees in conjunction with the BSS Bid Package 16 project.

A couple of the trees (see below) slated for removal are large, providing significant shade and ecological services.

I am requesting that you and your team explore project design alternatives that may enable the preservation-in-place of some of these trees. It would be great for the community if we could find a canopy-friendly solution to providing accessible pedestrian pathways while allowing construction to proceed.

Re: (2) River Red Gum trees at 5062 N Topanga Canyon Boulevard on W Lopez Street side
(1) River Red Gum tree at 21913 W Lopez Street
(1) River Red Gum tree at 21917 W Lopez Street

Sincerely,

Luis Torres
City Of Los Angeles
Tree Surgeon Sup. II
Los Angeles City Sidewalk Repair Program
Urban Forestry Division
Public Works Building, 4th Floor
1149 S. Broadway St.
Los Angeles, CA. 90015
Phn: 213/847-3077

To generate a tree related request or other Bureau inquiries go to link below,
https://streetsla.lacity.org/
BSS Package 16

Arsen Voskerchyan <arsen.voskerchyan@lacity.org>  
To: Luis Torres <luis.torres@lacity.org>  
Cc: Hector Banuelos <hector.banuelos@lacity.org>, Maricel El-Amin <maricel.el-amin@lacity.org>, David Miranda <david.miranda@lacity.org>, Michael ALLMON <michael.allmon@lacity.org>, Sophea Ek <paul.ek@lacity.org>, Robert Vega <robert.vega@lacity.org>

Hi Luis,

The following are our findings and recommendations.

- 21913 W Lopez:
  - Ramping is not feasible due to proximity to the driveway.
  - Meandering is not feasible due to limited City right of way.
  - Width reduction depends on how much of the roots can be pruned/shaved. Design plans indicate the existing sidewalk is 5 ft wide, so reduction is possible if the roots allow it. If 5 ft sidewalk cannot be maintained, 4 ft should be attempted before considering anything less than 4 ft; minimum is 3 ft wide with documentation of hardship. Extent of root pruning/shaving would need to be determined by UFD.

- 21917 W Lopez:
  - Ramping is not feasible due to proximity to the driveway.
  - Meandering is not feasible due to limited City right of way.
  - Width reduction depends on how much of the roots can be pruned/shaved. Design plans indicate the existing sidewalk is 5 ft wide, so reduction is possible if the roots allow it. If 5 ft sidewalk cannot be maintained, 4 ft should be attempted before considering anything less than 4 ft; minimum is 3 ft wide with documentation of hardship. Extent of root pruning/shaving would need to be determined by UFD.
For both, it comes down to how much of the roots can be pruned or shaved. Please let us know how much sidewalk width would be available (between 3 to 5 ft) after maximum allowable root pruning/shaving.

Thanks,
Arsen

--
Arsen Voskerchyan, P.E.
Sidewalk Division | Senior Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, 7th Floor
Los Angeles, CA 90015
Mail Stop: 492
O: (213) 485-4474 | C: (213) 923-4963
PROPERTY OWNER’S AUTHORIZATION FOR TREE REMOVAL
For proposed sidewalk repairs

Date: 09-09-2019

[I/we] Edward Solano (am/are) the legal owner (owner’s name)

Owner of real property located at 2619 Orchard (Address)

[Mr./Ms.] Edward Solano (Representative’s name) is acting as (my/our) agent. (I/we) give (my/our) permission and have no objection to the removal Of [ ] Camphor (Species) trees.

Signature

__x__

Signature

Bryan Ramirez - Tree Surgeon Supervisor I
Tel: (323)447-5776, E-Mail: Bryan.Ramirez@lacounty.org
City of Los Angeles, Bureau of Street Services, Urban Forestry Division
PROPERTY OWNER’S AUTHORIZATION FOR TREE REMOVAL
For proposed sidewalk repairs

Date: 09-09-2019

(I/we) ___________________ (am/are) the legal

(Owner’s name)

Owner of real property located at 2623 Orchard

(Address)

(Mr./Ms.) ____________ is acting

(Representative’s name)

as (my/our) agent. (I/we) give (my/our) permission and have no objection to the removal

Of ____________ Camphor

(# of trees) (Species)

Signature

Signature

Bryan Ramirez - Tree Surgeon Supervisor I
Tel: (323) 447-5776, E-Mail: Bryan.Ramirez@lacity.org
City of Los Angeles, Bureau of Street Services, Urban Forestry Division

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.

Urban Forestry Division: 1149 S. Broadway, Suite 400, Los Angeles, CA 90015
www.lacity.org/BOSS
PROPERTY OWNER'S AUTHORIZATION FOR TREE REMOVAL
For proposed sidewalk repairs

Date: 09-09-2019.

(I/we) Mosaic Student Communities (am are) the legal
(owner's name)

Owner of real property located at 2627 Orchard
(Address)

(Mr./Ms.) Courtney Jurasko
(Representative's name)

is acting

as (my/our) agent. (I/we) give (my/our) permission and have no objection to the removal

Of 1 Camphor
(# Of trees)

(Species)

Signature

Signature

Leasing@livewithmosaic.com
(323) 733-2258

Bryan Ramirez- Tree Surgeon Supervisor
Tel. (323)447-5776. E-Mail: Bryan Ramirez@lacity.org
City of Los Angeles, Bureau of Street Services, Urban Forestry Division

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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.

Urban Forestry Division: 1149 S Broadway Suite 400, Los Angeles CA 90015
www.lacity.org/BOSS
PROPERTY OWNER’S AUTHORIZATION FOR TREE REMOVAL
For proposed sidewalk repairs

Date: 09-23-2019

(Mr./Ms.) ___________________________ is acting as (my/our) agent. (I/we) give (my/our) permission and have no objection to the removal of two Camphor trees.

Signature

Bryan Ramirez- Tree Surgeon Supervisor 1
Tel: (323)447-5776, E-Mail: Bryan.Ramirez@lacity.org
City of Los Angeles, Bureau of Street Services, Urban Forestry Division

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.
PROPERTY OWNER'S AUTHORIZATION FOR TREE REMOVAL

Date 09/28/2019

(I/we) Elisabeth McGee is the legal owner of real

Property located at 21901 Lopez St

(Mr./Ms.) Elisabeth McGee is acting as (my/our)

Agent. (I/we) give (my/our) permission and have no obligation to the removal of

1 (F/L) Eucalyptus (Eucalyptus camaldulensis) trees.

# OF TREES

SPECIES

Signature

Phone: (314) 623-5834

SIGNATURE

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.
PROPERTY OWNER'S AUTHORIZATION FOR TREE REMOVAL

Date 09/28/2019

(I/we) Jorge Santangel is the legal owner of real property located at 21913 Lopez St

(Mr. / Ms.) ___________________________ is acting as (my/our) representative's name

Agent. (I/we) give (my/our) permission and have no obligation to the removal of 1 (1) Eucalyptus (Eucalyptus canadensis) trees.

(Signature)

Phone: (818) 287-1200

(Victor Ibarra, Tree Surgeon Supervisor I)

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.

Urban Forestry Division: 1149 S. Broadway, Suite 400, Los Angeles, CA 90015
http://bss.lacity.org/
PROPERTY OWNER’S AUTHORIZATION FOR TREE REMOVAL

Date 09/28/2019

(l/we) ___________________________ (am/are) the legal owner of real Property located at 21917 Lopez St

ADDRESS

(Mr. / Ms.) Einer Osorio ___________________________ is acting as (my/our) representative. (l/we) give (my/our) permission and have no obligation to the removal of

1. (F/I) Eucalyptus (Eucalyptus calophyllus) trees.

# OF TREES

SPECIES

SIGNATURE

Phone: (310) 743-6062

SIGNATURE

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.
1901 Lopez St.
F1 - Camphor @ 2217 Observatory Ave

- Limb over Street - Decayed
- Insufficient Clearance
- 3 Side Root Prune
- Sparse Canopy

6' P/lw 5' S/lw
F1: Camphor @ 2217 Observatory Ave

- 6' Clearance over street

6'LW
5'SW
Fl - Caupheer @ 2017 Observatory Av

Cavity @ lateral limb over street side.
F2 - Camphor @ 2217 Observatory Ave

- View of Canopy
  - Comprised mostly of Adventitious buds.

- 3 - Side Root - Prune

Keep ?
F2 - Camphor @ 2217 Observatory Ave

- Side Root Prune Required
Fl- Cam Phor @ Z221 Observatory.

- Sparse canopy comprised mostly of weakly attached Adventitious buds.

- 3 Side Row Prune Required
Fl - Camphor @ 2221 Observatory.
FZ - CamPhor @ 2221 Observatory Ave

6' plus
5' slw
REQUEST FOR PROPOSAL AND PERSONAL SERVICES CONTRACT - VENICE CANALS, GRAND CANAL, AND BALLONA LAGOON MAINTENANCE

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Street Services to:
   
   A. ISSUE and RELEASE the Request for Proposal (RFP) for the Maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon (see Transmittal 1);
   
   B. EVALUATE the RFP submissions, based on the criteria set forth in the RFP, and select and interview the most qualified proposer(s) who submits the best and most responsive proposal;
   
   C. NEGOTIATE a Personal Services Contract with the selected and recommended proposer(s) subsequent to objective review of all proposals received; and

2. DIRECT the Director of the Bureau of Street Services to return back to the Board for authority to award and execute the negotiated contract with a term period sufficient to complete the proposed project.

ATTACHMENTS:

   Description
   BSS_BCA_1
   BSS_BCA_1_TR1
   BSS_BCA_1_TR2
   BSS_BCA_1_TR3
   BSS_BCA_1_TR4
REQUEST FOR AUTHORITY TO RELEASE A REQUEST FOR PROPOSAL AND NEGOTIATE A CONTRACT FOR THE MAINTENANCE OF THE VENICE CANALS, GRAND CANAL, AND THE BALLONA LAGOON

RECOMMENDATIONS

That the Board of Public Works (Board):

1. AUTHORIZE the Director of the Bureau of Street Services (StreetsLA) to:
   
   A. ISSUE and release the Request for Proposal (RFP) for the Maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon (see Transmittal 1);
   
   B. EVALUATE the RFP submissions, based on the criteria set forth in the RFP, and select and interview the most qualified proposer(s) who submits the best and most responsive proposal;
   
   C. NEGOTIATE a Personal Services Contract with the selected and recommended proposer(s) subsequent to objective review of all proposals received; and

2. DIRECT the Director of StreetsLA to return back to the Board for authority to award and execute the negotiated contract with a term period sufficient to complete the proposed project.

TRANSMITTALS

1. Request for Proposal of the Maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon.

2. Copy of Notice of Intent to Contract, City Administrative Officer’s (CAO) Form 704, dated April 1, 2018.

3. Copy of Form 1022 and CAO’s and Personnel’s Response, dated April 17, 2018.
DISCUSSION

Background

In 2001, the Bureau of Street Services (StreetsLA) was given the responsibility of administering the contract associated with maintaining the Venice Canals. The maintenance of the Venice Canals includes ensuring that a healthy marine environment is sustained by removing debris and litter, controlling algae growth, landscaping, operating tide gates to exchange water in the Canals with fresh seawater, and interacting with community stakeholders to address areas of concern. In 2018-19, StreetsLA was provided with additional contractual funds in its annual Budget to increase the maintenance area to portions of the Grand Canal and the Ballena Lagoon south of Washington Boulevard, as requested by the Bureau of Engineering and Council District No. 11.

StreetsLA does not have the technical expertise or staffing resources to perform the maintenance of the Venice Canals, the Grand Canal and Ballona Lagoon (collectively known as Canals) with City of Los Angeles City forces and is budgeted in its contractual services account for this purpose. In addition, it is more cost effective to continue performing this work using a contractor having the knowledge, skills and means necessary to support a healthy marine environment. Protection of the marine environment is the highest priority for maintaining the Canals and therefore, services provided by a contractor should be performed without the use of chemicals for the control of algae growth.

The Bureau requests authority to release a RFP to award a new contract to the most qualified proposer, who submits the best and most responsive proposal. The RFP will be advertised and will include an announcement of a mandatory pre-bid meeting. The pre-bid meeting will clarify the minimum requirements to be considered a qualified bidder and address any areas of concern or questions that arise from the proposal documents (Transmittal No. 1). A qualified proposer will be defined as: a contractor with a minimum of four years of experience, to be verified by a review of references, providing landscape maintenance functions in a marine environment and tide gate control (preferably with a governmental agency).

Objective/General Scope of Work

In general, the purpose of this RFP is to solicit proposals for the maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon to include, but not limited to: Turf maintenance (including mowing, edging, thatching, aeration, fertilization, and turf...
re-seeding); Tree, shrub and groundcover maintenance (including trimming, pruning, edging, staking); Weed control; Maintenance of work site (including removal of debris and litter from curbs, gutters, and sidewalk adjacent to all listed locations); Emptying all trash containers and replacement of trash liners; and other related work.

**Request For Proposals**

StreetsLA is releasing this RFP to solicit the most qualified proposer (See Transmittal 1). Any contract awarded under this proposal will provide StreetsLA with maintenance of the Canals.

**Rationale For Using an RFP**

The RFP process is being used instead of the bid process to solicit the best, most experienced businesses available. A proposal review committee consisting of staff from StreetsLA will evaluate all submitted proposals in order to determine which proposal or combination of proposals will bring the greatest value to StreetsLA.

**Selection Process and Proposal Criteria**

The RFP competitive process is being used to solicit the best available services to properly and reasonably establish a value for the maintenance of the Canals. An evaluation panel consisting of representatives from StreetsLA will evaluate all proposals to determine which proposal, according to the evaluation criteria identified, will bring the greatest benefit to the City. Board Officers will then negotiate a contract with the most qualified proposer and return with a recommendation to the Board for authorization to enter into contract with the selected proposer.

The criteria to be used for the selection of the proposer are outlined in the RFP and summarized as follows:

**Table 1 - Evaluation Criteria**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications and Experience</td>
<td>30</td>
</tr>
<tr>
<td>2. Qualifications of Staff</td>
<td>20</td>
</tr>
<tr>
<td>3. Workplace Safety Requirements</td>
<td>20</td>
</tr>
<tr>
<td>4. Cost effectiveness/Value to the City</td>
<td>20</td>
</tr>
<tr>
<td>5. Overall Proposal Responsiveness</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Advertising / Distributing RFP / World Wide Web

Upon the adoption of this report by the Board, the proposed RFP will be advertised and posted on StreetsLA's website at http://streetsla.org. In addition, the proposed RFP will also be advertised and its attachments will be posted and available on, and can be downloaded from, the City Business Assistance Virtual Network (LABAVN) website at http://www.labavn.org.

Business Inclusion Program (BIP)

In compliance with the Mayor's Executive Directive No. 14, issued on January 12, 2011, it is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), LGBT Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts. This RFP is not subject to the BIP Outreach Requirements. The BIP waiver was approved February 19, 2020 (Transmittal 4).

Compliance with Standard City Requirements (dated 04/20)

The proposers shall be required to comply with the following provisions:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance
- City Contractor's Use of Criminal History for Consideration of Employment Applications
- Iran Contracting Act of 2010
Disclosure of Border Wall Contracting Ordinance

Contractors shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting". StreetsLA may terminate the contracts at any time if StreetsLA determines that the Contractor 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.

Local Business Preference (LBP) Program

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). StreetsLA shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Contractor Performance Evaluation

The quality of the work performed by the contractor will be monitored in accordance with the Contract Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the LAAC] 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 appropriate City personnel responsible for the quality control of these personnel services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts. The critiques are kept on file by the BCA, Special Research & Investigation Section for reference by other City departments and agencies.

Contractor Responsibility Ordinance

All Contractors participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, LAAC). Failure to comply with all requirements specified in the ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

Notice of Intent to Contract and Charter Section 1022 Determination

The required Notification of Intent to Contract was filed with the CAO's Office (See Transmittal 2).
The CAO's has determined that, in accordance with Charter Section 1022, the work proposed under the maintenance of the Canals can be performed more feasibly by a contractor than City employees (See Transmittal 3).

**RFP Review**

The proposed RFP has been reviewed and approved as-to-form by the City Attorney's Office.

**PROPOSED TERM OF CONTRACT AND ANNUAL COST ESTIMATE (VALUE)**

The contract will be for up to three (3) years, inclusive of two (2) one-year renewal options. The maximum value of the contract is estimated at $900,000 ($300,000 per year).

**STATUS OF FUNDING**

Funding for this project has been authorized in the amount of $300,000 by City Council in the current budget (Fiscal Year 2020-21 Department 86, Fund 100, Appropriation Account 003040 Contractual Services). Future year funding is contingent upon City Council approval.

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.

**FUTURE ACTION**

A review committee will evaluate the proposals. After evaluation by the review committee, semifinalists will be selected, interviewed, and ranked. StreetsLA will then return to the Board for authority to execute the contract with the selected proposer(s).
Respectfully Submitted,

ADEL H. HAGEKHAILL, P.E.
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

LYNDA MCGLINCHHEY
Compliance Program Manager II
Bureau of Contract Administration

JOHN L. REAMER, JR
Inspector of Public Works
Bureau of Contract Administration

APPROVED AS TO FUNDS:

MIGUEL DE LA PENA, Director
Office of Accounting

Date: 07/08/2020
Fund 100, Dept. 86, Appr. #003040, $300,000.00

Questions regarding this Report may be referred to:
Monica Shelton-Frereon, Sr. Management Analyst I
StreetsLA, Contract Services | Phone No. (213) 847-2802
Transmittal 1
REQUEST FOR PROPOSAL

Venice Canals, Grand Canal and Ballona Lagoon Maintenance

[Enter LABAVN Number here]

For The
City of Los Angeles

Issued By

Department of Public Works, Bureau of Street Services
Adel H. Hagekhalil, P.E., Executive Director and General Manager
1149 S. Broadway Street, Suite 400
Los Angeles, CA 90015

Contract Services Section
Stephanie Clements, Assistant Director
This Request for proposals (RFP) is a solicitation for proposals from experienced contractors to provide to the Department of Public Works, Bureau of Street Services (StreetsLA) with maintenance of the Venice Canals, Grand Canal, and Ballona Lagoon. The proposals must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response and may be incorporated into any subsequent contract(s) between the City and the selected Proposer(s).

A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:

DATE: Monday, June 15, 2020
TIME: 10:00 AM Pacific Daylight Time (PDT)
LOCATION: Pre-proposal meeting will be held by Teleconference:
Phone 1-216-714-2349 Pin No. 353-092-989#.

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on www.labvn.org as an addendum to the RFP. The identity of the Proposer(s) submitting questions will be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP requirements and may be incorporated into any subsequent CONTRACT(S) between the City and the selected CONTRACTOR.

Proposers shall direct all technical questions in writing to:
Requests regarding any of the attachments should be directed to the office specified in the attachment.

This pre-proposal meeting is mandatory for all Proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal meeting will result in the CONTRACTOR’S disqualification from being able to submit a proposal for this RFP.

An original and five (5) copies (total of six (6) sets) of all materials must be received by 2:00 PM PDT on the proposal due date.

Performance of a Business Inclusion Program (BIP) outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) has been waived.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted in Article 3.1 of this RFP by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer’s delivery agent. Please allow sufficient time to check-in with building security when attending the pre-proposal meeting and submitting a proposal in person.

The RFP, attachments, and addenda will be posted on www.labavn.org.

DATE ISSUED: June 2, 2020

TITLE: Venice Canals, Grand Canal, and Ballona Lagoon Maintenance
DESCRIPTION: The City of Los Angeles, Department of Public Works, Bureau of Street Services (StreetsLA) is releasing this Request for Proposal (RFP) to solicit proposals from experienced contractors to provide Venice Canals, Grand Canal, and Ballona Lagoon Maintenance.

DEADLINE FOR SUBMITTING PROPOSAL: Proposals must be received at the address shown below by July 7, 2020, 2:00 p.m. (Pacific Time).

PROPOSAL DELIVERY ADDRESS: Department of Public Works, Bureau of Street Services Attn: Contract Services Section 1149 S. Broadway Street, Suite 400 Los Angeles, CA 90015

QUESTIONS REGARDING RFP PROCESS: Submit in writing via e-mail to Monica Shelton-Frierson at monica.shelton-frierson@lacity.org, Contract Services. All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on www.labavn.org as an addendum to the RFP. The identity of the Proposer(s) submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be part of the RFP requirements and may be incorporated into any subsequent CONTRACT(S) between the City and the selected CONTRACTOR.

PROPOSERS' CONFERENCE: A Mandatory Proposers’ Conference will be held on June 15, 2020, 10:00 a.m. Pre-proposal meeting will be held by Teleconference: Phone 1-216-714-2349 Pin No. 353-092-989#. All Proposers are required attend.

The RFP, attachments, and addenda will be posted on www.labavn.org.
0.0 - REQUEST FOR PROPOSAL (RFP)

DATE ISSUED: June 2, 2020

LABAVN No.: 12345, RFP - Venice Canals, Grand Canal, and Ballona Lagoon Maintenance

The City of Los Angeles, Department of Public Works, Bureau of Street Services (StreetsLA) is releasing this Request for Proposal (RFP) to solicit proposals from experienced contractors to provide Venice Canals, Grand Canal, and Ballona Lagoon Maintenance.

General Proposal Information

<table>
<thead>
<tr>
<th>Proposal Title</th>
<th>Venice Canals, Grand Canal, and Ballona Lagoon Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Type</td>
<td>Services</td>
</tr>
<tr>
<td>Proposal Number</td>
<td>12345</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>June 2, 2020</td>
</tr>
<tr>
<td>Issuing Department</td>
<td>Public Works, Bureau of Street Services</td>
</tr>
<tr>
<td>Pre-bid Meeting</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Publication Date</td>
<td>June 2, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>July 7, 2020 at 2:00 p.m. Proposals received after the</td>
</tr>
<tr>
<td></td>
<td>time and date stated shall be returned unopened to the</td>
</tr>
<tr>
<td></td>
<td>Proposer/Bidder. All timely submitted Proposers are</td>
</tr>
<tr>
<td></td>
<td>opened at the Submittal Address ______ minutes after</td>
</tr>
<tr>
<td></td>
<td>they are due.</td>
</tr>
</tbody>
</table>

Instructions for Submitting Proposals

<p>| Submittal Address                 | Department of Public Works, Bureau of Street Services   |
|                                  | Attn: Contract Services Section                         |
|                                  | 1149 S. Broadway, Suite 400                             |
|                                  | Los Angeles, CA 90015                                   |
| Submittal Copies                 | One (1) Original + Five (5) Copies                      |
| Submittal Envelope Requirements  | Proposals must be sealed and have the following        |
|                                  | information clearly marked and visible on the outside of | |
|                                  | the envelope:                                           |
|                                  | • LABAVN Number and Title                              |
|                                  | • Name of Your Company                                 |
|                                  | • Address                                               |</p>
<table>
<thead>
<tr>
<th><strong>Late Submittals</strong></th>
<th>Proposals received after the time and date stated in the Proposal Due Date shall be returned unopened to the Proposer.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Issuing Department</strong></td>
<td>Public Works, Bureau of Street Services</td>
</tr>
<tr>
<td><strong>Physical Location</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Website</strong></td>
<td>TBD</td>
</tr>
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1.0 GENERAL INFORMATION

1.1 Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT/ CONTRACT</td>
<td>The contractual agreement between the CITY and the selected PROPOSER</td>
</tr>
<tr>
<td>BOARD</td>
<td>The Board of Public Works of the City of Los Angeles</td>
</tr>
<tr>
<td>CALENDAR DAY</td>
<td>The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.</td>
</tr>
<tr>
<td>CONTRACTOR</td>
<td>The Proposer(s) selected by the CITY through the evaluation process.</td>
</tr>
<tr>
<td>CONTRACT PROJECT MANAGER</td>
<td>The CONTRACTOR’s designated representative for all issues related to this CONTRACT and RFP.</td>
</tr>
<tr>
<td>HOLIDAYS</td>
<td>New Year’s Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY.</td>
</tr>
</tbody>
</table>
Introduction

The purpose of the Venice Canals maintenance work is to keep the rehabilitated canals clean, control algae growth, maintain the landscaping, and operate the tide gates. The CONTRACTOR shall perform the tasks outlined in attached proposal scope.

The Venice Canals (Sherman Canal, Linnie Canal, Howland Canal, Carroll Canal, Grand Canal from North Venice Boulevard to Washington Boulevard, and Eastern Canals) originally built in the early 1900s, were rehabilitated in 1992 and 1993. The canals, approximately 1.5 miles long, were embanked with special blocks called Loffelstein. New sidewalks were also constructed in addition to a brand new 1.5-foot wide landscaping strip with native material and plants approved by the California Coastal Commission.

The water in the canals comes from the ocean (through a gate at Via Marina, controlled by the Los Angeles County Department of Beaches and Harbors) via the Ballona Lagoon through five tide gates located at Washington Boulevard and the Grand Canal and Ballona Lagoon. The control box adjacent to the tide gates contains the electrical switches used to open and close the tide gates.

Flushing (emptying at low tides and re-filling at high tides) depends on the tidal fluctuations. The canals must be kept full of water (whenever the tides permit) at all times.

The purpose of maintaining the Ballona Lagoon is to keep the rehabilitated lagoon and its banks free of any trash and loose debris from the banks and within the lagoon waters and to provide a clean natural environment. Maintenance must also protect marine and coastal resources within the
Environmentally Sensitive Habitat Areas (ESHAs) in compliance with the California Coastal Act and existing Coastal Development Permits (CDP) as listed in Attachment 3. This also applies to the Venice Canals and Grand Canal. The CONTRACTOR shall perform the work as detailed attached proposal scope.

The CITY reserves the right to periodically conduct construction on one or more sections within the Canals Maintenance area on separate contract(s).

When a portion of the maintenance area is isolated for new construction, CONTRACTOR will only invoice CITY for work actually performed.

When construction is complete, CONTRACTOR will invoice CITY at same rate as prior to improvements. CITY at its sole discretion may choose to adjust the contract cost if CITY deems statement of work has significantly changed.

Proposals are subject to the general terms and conditions as stipulated herein. In addition, the Bidders/Proposers will be required to define additional goals and continually innovate on the maintenance services for the Venice Canals, Grand Canal, and Ballona Lagoon.

See Maintenance Area and Vicinity Map(s), Maps by Locations, Attachment 1 “Scope of Work” for all service locations of the contract.

2.0 SCOPE OF SERVICES

2.1 Proposed Services

See Attachment 1 “SCOPE OF WORK”.

2.2 Term of Agreement

The CONTRACT term shall be for three (3) years from the date of execution, inclusive of two (2) one-year renewal options.

In addition to the two (2) one-year renewal options, the CITY may elect to extend the AGREEMENT on a month-to-month basis during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of the initial three (3) year term if the CITY elects not to renew, the end of the four (4) year term if the CITY elected
to renew, or the end of the five (5) year term if the CITY elected to renew the first and the second one-year term by providing the CONTRACTOR written notice at least 90 days prior to expiration of the AGREEMENT. During each period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by the rate of the Los Angeles Area Consumer Price Index (https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm). During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

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

A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;

B. This CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the BOARD, officer or employee authorized to enter into this CONTRACT.

3.0 GENERAL REQUIREMENTS FOR RESPONDING TO RFP

Each proposal shall be submitted according to the following guidelines, including the information detailed below. Failure to abide by these instructions may render a proposal non-responsive. Proposals shall include all documents requested throughout this RFP, including the proposal forms, signed statements, all required forms related to the Standard Provisions for City Contracts. Proposals that exclude or inadequately address any of the sections above will receive a lower proposal score or be found non-responsive.

3.1 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below.
REQUEST FOR PROPOSAL

It is solely the responsibility of the PROPOSER to ensure that proposal is received at the location noted below, by the due date and time. Proposals received after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for this CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

DEADLINE DATE: JULY 7, 2020
TIME: 2:00 PM PST
LOCATION: City of Los Angeles
Bureau of Street Services (StreetsLA)
1149 S. Broadway, Suite 400
Los Angeles, CA 90015

ATTENTION: Monica Shelton-Frierson
Telephone No.: (213) 847-2802
Email: monica.shelton-frierson@lacity.org

3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy).
2. Be typed or printed double-side, on 8-1/2 by 11-inch size paper.
3. Be enclosed in a single sealed package plainly labeled with the words ‘PROPOSAL FOR THE VENICE CANALS, GRAND CANAL, AND BALLONA MAINTENANCE’.
4. Not exceed 50 narrative pages, exclusive of required CITY documents, resumes, references and printed materials.
5. Have continuously numbered pages.
6. Label each Article with title headers.
3.3 Number of Copies

Proposals packages must fully document compliance with all proposed requirements detailed throughout this RFP and must be submitted, by the PROPOSER(S), as follows:

- One (1) original of the entire proposal, including all original signatures.
- Five (5) copies of the entire proposal, labeled “COPY”.
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including statement of reference for actions brought against the CITY (see Article 3.7).

3.4 Signature and Authority

The proposal must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP. The signatures produced by the authorized persons representing the PROPOSER to withdraw the proposal once it has been submitted to the CITY for evaluation or CONTRACT award consideration.

If the proposal is made by a partnership for more than one company, a copy of the partnership AGREEMENT, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided. If made by a corporation is incorporated and the name, post-office address, and Federal tax identification number of the corporation. If the proposal is made by a corporation, a copy of the appropriate section of the bylaws or a resolution of the board of directors of the corporation shall be furnished showing the authority of the office who has signed the proposed and proposal forms to execute contracts.

3.5 Pre-Proposal Meeting

DATE: JUNE 15, 2020
TIME: 10:00 AM
LOCATION: Pre-proposal meeting will be held by Teleconference:
Phone 1-216-714-2349 Pin No. 353-092-989#
CONTACT: MONICA SHELTON-FRIERSON
3.6 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, copies of all technical questions and responses will be posted on LABAVN as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP.

PROPOSERS shall direct all technical questions in writing via email to:

BSS.CONTRACT@lacity.org

Subject: Venice Canals, Grand Canal, Ballona Lagoon Maintenance RFP Technical Question

3.7 Confidential Information

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the PROPOSERS competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER should specifically identify the pages of the proposal that contain confidential information by property marking the applicable pages and inserting the following notice in the front of the proposal:

“NOTICE”

“The data on the pages of this proposal identified by an asterisk (*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the PROPOSERS competitive position. The PROPOSER requests that such data be used only for the evaluation of its proposal but understands that disclosure will be limited to the
extent that the CITY determines is proper under Federal, State, and Local Law."

Failure to include such a statement shall constitute a waiver of the PROPOSER’S right to exemption from disclosure and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER will be advised of the request and may expeditiously submit the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under Federal, State, and Local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under Federal, State, and Local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys’ fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines that said materials are exempt under Federal, State, and local law.

3.8 RFP Items Not Covered

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed. If PROPOSERS wish to present qualifications in addition to the required items stated, information should be presented under the heading “Additional Qualifications We Wish to Present.” PROPOSERS who do not wish to present such information should state, “There are no additional qualifications we wish to present”.

3.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential,
since all accepted proposals will become public information following the
closure of the RFP selection process. However, if such information is
necessary to assure a competitive proposal, then the PROPOSER is to
follow the guidelines for confidential information as discussed in Article 3.7.

**3.10 Proposal Format**

All proposals shall be written in concise, clear English, and be organized
into the following sections and in the following order:

1. Title page
2. Signature and Authority Page
3. Table of Contents
4. Executive Summary
5. General Company Information
6. PROPOSER Qualifications and Experience
7. SCHEDULE OF WORK AND PRICES SHEET (Attachment 3)
8. Proposed Personnel and Equipment
9. Workplace Safety Requirements – OSHA REPORT
10. List of Licenses and Permits (including permit identification numbers)
11. Financial Statements and Summary Report supporting the stability of
    the company’s profits for the past two (2) years Statement of Qualifications
    (as detailed in Article 5.4)
12. Record of Past Experience/Portfolio
13. Headquarters and Work Force Information
14. City Policy Forms and Checklist (See Attachments and Checklist)

**4.0 SELECTION AND CONTRACT AWARD PROCESS**

The CITY will select PROPOSER(S) which is determined to be the most qualified,
having the best experience, provide competitive prices, and possess the ability to
successfully perform the required tasks. The selection will be based on the pre-
established criteria listed in this section. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of StreetsLA staff and may include representatives from outside StreetsLA. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The CITY will have the right to shortlist the proposals.

The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response.

The City shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFP. Proposers submitting the highest-rated written responses may be called for an oral interview to further assess their qualifications.

4.2 Evaluation Criteria

The following evaluation criteria will be used to determine the most responsive PROPOSER(S). Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. PROPOSERS will also be evaluated on their overall responsiveness to the requirements of the entire RFP, including attendance at all mandatory meetings, and adhering to all City Standard Provisions.

A total score will be calculated by adding each criteria score. StreetsLA may elect to establish a minimum score for which only proposals obtaining an equal or higher score will be considered for further evaluation.

The PROPOSER(S) with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. However, before any proposal can be considered for evaluation, it must comply with the CITY’S Business Inclusion Program (BIP) requirements.

Regardless of the final evaluation scores, the CITY shall consider the state of readiness of the proposed services and/or facility to be the overriding consideration in the evaluation of the proposals.
Table: Evaluation Criteria.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and experience of Firm</td>
<td>30</td>
</tr>
<tr>
<td>Qualifications of staff</td>
<td>20</td>
</tr>
<tr>
<td>Workplace safety requirements</td>
<td>20</td>
</tr>
<tr>
<td>Cost effectiveness/Value to the City</td>
<td>20</td>
</tr>
<tr>
<td>Overall Proposal Responsiveness</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

4.2.1 Qualifications and Experience of Firm

Prospective contractor’s must provide relevant work history and references for public and private entities during the past five (5) years. The PROPOSER is encouraged to include its history of conducting business with the CITY if applicable. See City of Los Angeles Contract History Form (Attachment 8).

4.2.2 Qualifications of Staff

The City will consider the experience, educational background, and availability of the personnel to be assigned to the project. Sufficient personnel must staff the team in order to fulfill the Program objectives.

4.2.3 Workplace Safety Requirements

PROPOSERS will be evaluated based on any previous permit violations, workplace safety records, and workplace safety compliance program.

4.2.4 Cost Effectiveness/Value to the City

Proposer shall complete Attachment 3: Schedule of Work and Prices. The City is interested in cost-effectiveness rather than low bid and will evaluate proposed costs in relation to the quality and level of service to be provided.
PROPOSERS may offer an alternative proposal if the method presented in the RFP does not reflect the PROPOSER’S business operation. PROPOSER must provide justification and detail alternative method proposed.

5.0 PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

5.1 Qualifications and Experience

Successful proposer shall be an established business enterprise with a minimum of no less than four (4) years of experience in landscape maintenance in a marine environment.

At the time of proposal, the contractors must possess one of the following valid State of California Contractor’s License:

1- Class “A” – General Engineering Contractor and/or
2- Class “C-27” – Specialty Contractor | Landscaping Contractor

PROPOSER shall provide the following:

A. Statement of PROPOSER’S Business Activity
B. Names of officers legally authorized to sign the CONTRACT (includes a parent company, a partner, or principal on the project team who will be active in the project)
C. Name, qualifications, educational and professional credentials, and experience of officers and staff
D. Signatures and declarations PROPOSER shall provide a Statement of Qualifications that describes in detail similar work that it has provided for public and private entities during the past four (4) years.

The PROPOSER is encouraged to include its history of conducting business with the CITY if applicable. This information shall include, but limited to the following:

A. Company name
B. Contact name
C. Phone number and Email address
D. Duration of the business relationship conducting the work
E. Project title of the work conducted
5.2 Workplace Safety Requirements

A. PROPOSER shall describe their Workplace Safety Program and submit a copy of all Workplace Safety Compliance Programs and Policies, including but not limited to an Injury and Illness Prevention Plan. PROPOSER shall note if these documents are also available in different languages to their employees.

B. PROPOSER shall describe how they provide a safe workplace, including but not limited to how the PROPOSER conducts periodic inspections of the workplace, maintains well trained employees and subcontractor employees, enforces workplace safety programs and policies, provides access of workplace safety records and documents to employees, providing employee rights such as a whistleblower protection program, reports incidents, accidents, and/or workplace safety violations, and maintain workplace safety records.

C. PROPOSER shall submit a copy of their Occupational Safety and Health Administration (OSHA) Log of Work-Related Injuries and Illnesses for the past four (4) years of operation, including but not limited to worker safety metrics commonly used in the industry such as the number of hours lost for individual injuries and worker’s compensation insurance ratios.

D. PROPOSER shall submit a list of all OSHA citations that have been received in the past four (4) years of operation. PROPOSER shall include all supporting documents pertaining to the citation, its status, and its resolution.

E. PROPOSER shall submit for items c and d above for the proposed facilities, and for those facilities that have been encountered by the PROPOSER in any similar type of program or services as being proposed in this RFP, including those facilities that have previously been used to provide services to the CITY.

5.3 Technical Requirements

Contractor will not use chemical or biological control of the algae until required permits are issued.
5.4 Financial Requirements

The CITY will not finance any PROPOSER or proposals nor assume any risks related to financing the project. PROPOSER shall provide all financing for the project, and shall provide a proposed financing strategy to support the proposed service(s).

The PROPOSER is required to demonstrate that it is financially qualified to perform the services requested in this RFP. To be considered financially qualified, the PROPOSER or its parent company shall:

- Be capable of furnishing a letter of credit or acceptable substitute as specified and required in Section 3.10 of this RFP.

- Provide the most recent audited financial statements of the entity that will enter into the AGREEMENT with the CITY as required in Section 3.10. Such statements shall be certified by an officer or other responsible representative of the entity and accompanied by the expert opinion of an independent certified public accountant. In the event that a PROPOSER does not have audited financial statements, three (3) most recent years of business tax returns, with supporting schedules, may be provided on an exception basis. However, tax returns are an alternative to providing audited financial statements; if the PROPOSER has audited financial statements, those shall be provided. In the case of a joint venture or general partnership of more than one company, financial information shall be supplied for all joint venture parties or general partners.

- List any current and potential financial liabilities, including potential liabilities for issues involving regulatory violations, and pending and current legal actions, etc.

6.0 BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER(S) that will provide services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER’S business and technical proposals. Set forth in this section are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER(S), as further defined by the proposal items contained in the PROPOSER’S proposal.
6.1 Term of Proposed AGREEMENT

The CONTRACT term shall be for three (3) years from the date of execution, inclusive of two (2) one (1) year renewal options. This AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

6.2 Performance Guarantees

The selected PROPOSER warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT. The selected PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER under this AGREEMENT. The selected PROPOSER shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations, and other services.

6.3 Performance Bond (if applicable)

As security for performance under the terms of this RFP and subsequent agreements, the selected PROPOSER will be required to furnish, upon execution of a CONTRACT with the CITY, a performance bond or equivalent security in a format acceptable to the CITY. The term of the performance bond or approved equivalent shall be renewed annually for the life of the CONTRACT.

Prior to the award of any contract, selected PROPOSER(S) does not have to post the performance bond; however, selected PROPOSER(S) must show the capability to do so with a letter from a bonding company.

6.4 Liability of Selected PROPOSER

Except as otherwise provided in the proposed AGREEMENT, the selected PROPOSER shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the selected PROPOSER'S negligent performance of any of the services furnished under the
AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data or any third party.

6.5 Key Personnel

The PROPOSER shall designate, as part of its submittal, the CONTRACT PROGRAM MANAGER to be assigned to the CITY’S program. Additional personnel shall be assigned, subject to the CITY’S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior written consent and approval of CITY, whose consent shall not be withheld unreasonably.

6.6 CONTRACTOR Personnel

Unless otherwise provided or approved by the CITY, the selected PROPOSER shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. The selected PROPOSER shall remove personnel from performing work under the AGREEMENT if requested to do so by the CITY within thirty (30) business days of the written request by the CITY.

The selected PROPOSER shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the selected PROPOSER shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve the selected PROPOSER’S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSER’S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS. The use of SUBCONTRACTORS shall be subject to approval of the CITY, pursuant to the provisions of Section 6.7.

6.7 Subcontractors

All subcontracts shall require submission to the Bureau of Contract Administration for approval. A copy of all subcontractors shall be submitted to the Bureau of Contract Administration showing the
SUBCONTRACTOR’S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONTRACTORS. The selected PROPOSER shall not change any of these designated SUBCONTRACTORS, or reduce their amount of work, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provisions of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligations to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY 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.

6.9 Cost Ceiling

The cost ceiling for this proposal shall not exceed $900,000 ($300,000 per year) for the duration of the CONTRACT. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY shall have notified the selected PROPOSER in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER in
excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

The selected PROPOSER shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

6.11 Costs Incurred prior to Full execution of the Proposed AGREEMENT

Costs incurred by the selected PROPOSER prior to the actual date of full execution of the proposed AGREEMENT that may follow the RFP process, shall only be payable to the selected PROPOSER if said costs were incurred in completing any task specifically authorized by the proposed AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed AGREEMENT is fully executed.

6.12 Invoice Procedures

The selected PROPOSER shall prepare an invoice for work that has been completed to the CITY’S satisfaction. The selected PROPOSER is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, timesheets, and other documents of proof as may be reasonably required by the CITY to establish the monetary among such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER for any costs incurred for invoice preparation. Invoices must be labeled with corresponding City Contract Number.

6.13 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Department of Public Works, Bureau of Street Services
Urban Forestry Division
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015
6.14 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of the AGREEMENT.

6.15 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONTRACTOR’S invoice in accordance with the CITY’s review procedures. Once approved by the CITY PROJECT MANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

6.16 Discount

The CITY will consider a shorter payment schedule should the selected PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the proposal.

6.17 Best Terms

Throughout the term of the CONTRACT, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR’S customers for similar goods and services provided under the CONTRACT.

6.18 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the PROPOSER from any subcontractor or supplier for any time provider under the CONTRACT.
6.19 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

6.20 False Claims Act

Selected PROPOSER 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 § 1250 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claims.

6.21 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY’S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY’S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

6.22 Amendment

All amendments to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 6.1.
6.23 Termination

6.23.1 Termination for Convenience

CITY may terminate this CONTRACT for CITY’S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR 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 CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR 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. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

6.23.2 Termination for Breach of Contract

Except as provided in Article 6.28, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR’S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR’S breach of this CONTRACT.

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

If a Federal or State proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

If CONTRACTOR 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.

Acts of Moral Turpitude

a. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR 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 the CONTRACTOR 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, the CITY may immediately terminate the CONTRACT.

c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR’S ability to perform under the terms of the 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 the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

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 CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.23.1 Termination for Convenience.

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.

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

6.24 Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest,
CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its 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 CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR’S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this CONTRACT.

6.25 Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), 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 CONTRACT.

6.26 Independent Contractor

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

6.27 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 CONTRACTOR or its Subcontractors 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. CONTRACTOR 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. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

CONTRACTOR 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 CONTRACTOR or its Subcontractors under this CONTRACT, CONTRACTOR shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its Subcontractors performing work under this CONTRACT such that CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.

6.28 Excusable Delays

Reference RFP Attachment 16, City’s Standard Contract Provisions.
6.29 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to the AGREEMENT which consent shall not be unreasonably withheld.

6.30 Severability

Should any portion of the proposed AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the proposed AGREEMENT will continue as modified.

6.31 Disputes

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney’s fees incurred by both parties pursuant to the resolution to the matter.

6.32 Applicable Law, Interpretation, and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to CONTRACTOR.

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

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any Federal, State or local law or
regulation, the validity of the remaining parts, terms or provisions of this CONTRACT shall not be affected.

**6.33 Breach**

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

**6.34 Rights Reserved by the CITY**

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP:

1. Select and enter into an agreement with the PROPOSER who, in the CITY’S sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are...
not considered material. However, in the event that PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER, award a contract, or proceed with the development of any project proposed in response to this RFP.

6.35 Acceptance of Terms and Conditions

Submission of a Proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated here in. All proposals must be submitted in writing and must include all required documents including forms, attachments, and other specifications.

7.0 CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)

7.1 Insurance Requirements

The selected PROPOSER will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY’s Risk Manager and the BOARD:

<table>
<thead>
<tr>
<th>Insurance Requirements</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(b) Workers’ Compensation Employer’s Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

All PROPOSERS, as part of their Proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in Attachment 7.
7.2 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this CONTRACT, CONTRACTOR shall maintain valid Business Tax Registration Certification(s) as required by 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. See Attachment 6.

The Tax Registration Certificate Application can also be accessed on the City of Los Angeles’ Office of Finance Internet site at http://finance.lacity.org under Forms (Business Tax Forms).

General Information for Businesses: Tax Information Booklet is available on the website above under Forms (Other Publications). This contains information on Business Taxes.

Frequently Asked Questions (FAQ): Business Tax Information is available on the website FAQ. This contains frequently asked questions and their responses.

Refer questions to the Office of Finance at:

City Hall
200 N. Spring Street, Room 101
Los Angeles, CA 90012
Phone: (844) 663-4411

7.3 Affidavit of Non-Collusion

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER. “This proposal is genuine and not sham or collusive or intended to be withdraw once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure himself an advantage over any other Proposer”. See Attachment 9.
7.4 Los Angeles Residence Information

It is policy of the CITY to require all PROPOSERS or individuals seeking contracts with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch offices
- Percentage of work force in each Los Angeles branch office residing in the CITY

See Attachment 9.

7.5 Contract History

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all CITY Contracts held by the bidder or any affiliated entity during the preceding 10 years. PROPOSERS shall complete and return the Contract History form included in Attachment 8.

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action

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

All CONTRACTS (both construction and non-construction) for which the consideration is $1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.3, Equal Employee Practices Provisions. By affixing its signature on a CONTRACT that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the CONTRACT.
Furthermore, CONTRACTORS shall include similar provisions in all subcontract awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations. The CONTRACT with the SUBCONTRACTOR that contends similar language shall be made available to the Office of Contract Compliance upon request.


### 7.7 Business Inclusion Program (BIP) Outreach Requirements

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts.

Due to the scope of work involved for the CONTRACT, the CITY does not anticipate any subcontracting opportunities and consequently the BIP Outreach requirements were waived by the Mayor’s Office on February 19, 2020. However, PROPOSERS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

### 7.8 Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under Contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of $25,000 and a Contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the 501(c) (3) Non-Profit/Exemption Application (OCC/LW-28), or the Small Business Exemption Application (Form OCC/LW-26).
These exemption forms are available on the Bureau of Contract Administration website at https://bca.lacity.org.

7.9 Equal Benefits Ordinance (EBO)/First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) at www.labavn.org. PROPOSERS are responsible for creating a BAVN profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

**Equal Benefits Ordinance (EBO):**

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a CITY contract that exceeds $25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY’S BAVN. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit. PROPOSERS seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

**First Source Hiring Ordinance (FSHO):**

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

All PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY’S BAVN.

PROPOSERS seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

7.10 Contractor Responsibility Ordinance

PROPOSERS are advised that any CONTRACT awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS seeking additional information regarding the requirements of the Contractor’s Responsibility Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in the Attachment 12. Failure to return the completed Questionnaire may result in a PROPOSER being deemed nonresponsive.

7.11 Disclosure Ordinance Affidavit

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Effective July 18, 2018, the DBWCO was combined with SDO on a revised Disclosure Ordinances Affidavit to be completed electronically on the Los Angeles Business Assistance Virtual Network (LABAVN).

You will be required to register on LABAVN (www.labavn.org) in order to access the new compliance affidavit web form. The web form can be found...
by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents".

The web form should be completed and submitted by the time of RFP submission. The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and the DBWCO may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

7.12 Municipal Lobbying Ordinance

Any proposer for a CONTRACT, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in Attachment 10.

7.13 Child Support Assignment Order

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR 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 CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. See Attachment 14 for Certification of Compliance with Child Support Obligations.

Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for...
breach. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

7.14 Access and Accommodation

CONTRACTOR represents and certifies that:


B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of person’s relationship to, or association with, a person who has a disability.

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. 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.

CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

7.15 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this CONTRACT is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR’S principals, and CONTRACTOR’S SUBCONTRACTORS expected to receive at least $100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and
LAMC Section 49.7.35. Failure to comply entitles 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 months after this CONTRACT is signed. Additionally, a CONTRACTOR 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 contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any 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 months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve 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.”

The Bidder Certification CEC Form 55 can be found in Attachment 11.

7.16 Contractor Performance Evaluation Ordinance

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR’S performance. The CITY may also conduct evaluations of the CONTRACTOR’S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to
the AGREEMENT. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

7.17 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The CITY shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those PROPOSERS who are certified as an LBE firm. Those PROPOSERS who do not qualify as an LBE, but identify qualified LBE-certified SUBCONTRACTORS to perform work under this RFP, will received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE SUBCONTRACTORS.

This rule applies to a certified LBE SUBCONTRACTOR(S), provided that the work performed is of a commercially useful purpose in execution of the CONTRACT, and/or is performed in the certified LBE SUBCONTRACTOR’S normal course of business. The work performed and all costs of each certified LBE SUBCONTRACTOR or SUBCONTRACTORS should be clearly specified in the PROPOSER’S RFP submittal.

Preferences shall only be awarded to a certified LBE PROPOSER or certified LBE SUBCONTRACTOR when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in the Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE PROPOSER or certified LBE SUBCONTRACTOR acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County. See Attachment 13.
7.18 California State Senate Assembly Bill 854

In accordance with California State Senate Bill 854, no CONTRACTOR or subcontractor may be listed on a bid/proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Additionally, 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. The DIR maintains a current list of registered contractors at: http://efiling.dir.ca.gov/PWCR/Search.action.

7.19 Conflict of Interest

Names of entities associated with the PROPOSER who may have conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

7.20 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit. Please see Attachment 15 for the required form.

7.21 Contractors’ Use of Criminal History for Consideration of Employment Application

Any contract awarded pursuant to this RFP will be subject to the Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors with at least ten (10) employees are: prohibited from seeking a job applicant’s criminal history information until after a job offer is made; must post Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and
cannot withdraw a job offer based on an applicant’s criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

PROPOSERS seeking additional information regarding the requirements of the Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration’s web site at [http://bca.lacity.org](http://bca.lacity.org).
## ATTACHMENTS

1. Scope of Work (16 pages)
2. Maintenance Area and Vicinity Maps (4 pages)
3. Schedule of Work and Prices (1 page)
4. California Coastal Commission Permit Information (90 pages)
5. Proposer’s Checklist (1 page)
6. City Business Tax Registration Certificate (1 page)
7. Insurance Requirements (3 pages)
8. City of Los Angeles Contract History Form (2 pages)
9. Proposer Workforce and Non-Collusion Affidavit (1 page)
10. Municipal Lobbying Ordinance/Bidder Certification CEC Form 50 (1 page)
11. Contract Bidder Campaign Contribution and Fundraising Restrictions/Bidder Certification CEC Form 55 (3 pages)
12. Contractor Responsibility Ordinance
   a. Pledge of Compliance (1 page)
   b. Responsibility Questionnaire (9 pages)
13. Local Business Preference Program (7 pages)
14. Certification of Compliance with Child Support Obligations (1 page)
15. Iran Contracting Act of 2010 Affidavit (1 page)
16. Standard Provisions for City Contracts (20 pages)
ATTACHMENT 1:

SCOPE OF WORK (16 pages)
1.0 BACKGROUND AND SCOPE OF WORK

The purpose of the Venice Canals maintenance work is to keep the rehabilitated canals clean, control algae growth, maintain the landscaping, and operate the tide gates. The CONTRACTOR shall perform the tasks outlined in Sections 2.1 below.

The Venice Canals (Sherman Canal, Linnie Canal, Howland Canal, Carroll Canal, Grand Canal from North Venice Boulevard to Washington Boulevard, and Eastern Canals) originally built in the early 1900s, were rehabilitated in 1992 and 1993. The canals, approximately 1.5 miles long, were embanked with special blocks called Loffelstein. New sidewalks were also constructed in addition to a brand new 1.5-foot wide landscaping strip with native material and plants approved by the California Coastal Commission.

The water in the canals comes from the ocean (through a gate at Via Marina, controlled by the Los Angeles Department of Beaches and Harbors) via the Ballona Lagoon through five tide gates located at Washington Boulevard and the Grand Canal and Ballona Lagoon. The control box adjacent to the tide gates contains the electrical switches used to open and close the tide gates.

Flushing (emptying at low tides and re-filling at high tides) depends on the tidal fluctuations. The canals must be kept full of water (whenever the tides permit) on weekends, holidays and at the CITY’s request for special events.

The purpose of maintaining the Ballona Lagoon is to keep the rehabilitated lagoon and its banks free of any trash and loose debris from the banks and within the lagoon waters and to provide a clean natural environment. Also, to protect marine and coastal resources within the Environmentally Sensitive Habitat Areas (ESHA) in compliance with the California Coastal Act and existing Coastal Development Permits (CDP) as listed in Attachment 4. This also applies to the Venice Canals and Grand Canal. The CONTRACTOR shall perform the work as detailed under Subsection 2.1.

The CITY reserves the right to periodically conduct construction on one or more sections within the Venice Canals Maintenance area on separate contract(s).
When a portion of the maintenance area is isolated for new construction, CONTRACTOR will only invoice CITY for work actually performed.

When construction is complete, CONTRACTOR will invoice CITY at same rate as prior to improvements. CITY at its sole discretion may choose to adjust the contract cost if CITY deems statement of work has significantly changed.

Proposals are subject to the general terms and conditions as stipulated herein. In addition, the Bidders/Proposers will be required to define additional goals and continually innovate on the maintenance services for the Venice Canals and the Grand Canal/Ballona Lagoon.

Bidders/Proposers are to address all questions, in writing, regarding the RFP and their proposals to the assigned Contract Administrator only, and failure to comply with this requirement, other than as specifically permitted in the RFP, may disqualify a bidder/ proposer from further consideration.

See Section 7.0 MAPS for Maintenance Area and Vicinity Map(s), Maps by Locations, for all service locations of the contract.

2.0 REQUIREMENTS, DESCRIPTIONS OF MATERIALS AND SERVICES TO BE PROVIDED

The CONTRACTOR shall perform all work necessary to complete the contract in a satisfactory manner. Unless otherwise provided, the CONTRACTOR shall furnish all materials, water, fuel, equipment, vehicles, supplies, energy sources, tools, labor, trash disposal site and incidentals necessary to complete the work.

Maintenance area consists of the Venice Canals, Grand Canal, and Ballona Lagoon.

2.1 Venice Canals and Grand Canal (North of Washington Boulevard)

2.1.1 The tasks required for this area include the following:

**Flushing:**

The canals should be flushed at least twice a week during high tide from June through October and once a week during the remaining months. The water level in the canals must be kept at a maximum elevation of 2.0’ mean sea level (MSL). The elevation on the canals side in the control panel should read 4.80’ at 2-0’ MSL.

2.1.2 **Control of Algae Growth:**

Algae grow at the bottom of the canals. The growth is prevalent and may be problematic in the summer months when the weather is
warm. The algae should be removed and disposed of at a suitable disposable site. Chemical or biological control of the algae will require a permit(s) from the California Coastal Commission or other Federal, State, and local agencies. CONTRACTOR will not use chemical or biological control of the algae until proper permit(s) have been issued.

**Landscaping Maintenance:**

The canal bank landscaping must be maintained regularly. The plants must be trimmed and dead or destroyed plants must be replaced. Non-native weeds must be removed. All trimmings falling in the canals must be removed immediately to eliminate contamination to the canals. The following shall be done:

a. **Weed Removal:**

   Weed all planting areas manually on an as needed basis and replace any eroded soil with native topsoil every six months.

   No chemical pesticides or mechanical equipment shall be used in the control of the non-native weeds. Hand tools only.

b. **Plant Replacement:**

   Remove and replace dead plant material once a year during fall, the ideal planting period from November to April. Plant new plants from liners at areas where vegetation has died (planting strip or Loffelstein cells). Restore and replace planting to areas disturbed by repairs to Loffelstein blocks or planting areas. Each newly-planted specimen, except the pickleweed, shall receive a 7-gram fertilizer table (12-8-8).

   Replacement of Brewer’s Saltbush shall not exceed 200 plants or 10 percent of the total annual cost of contract per year.

c. **Irrigation:**

   The CONTRACTOR to check irrigation system regularly to ensure no over-spray is allowed into canal waterways or onto any walkways.

   Provide watering for newly re-planted vegetation until established, usually 1 year. Provide regular inspection and maintenance of irrigation system, including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued operation of the system.
d. **Pruning:**

Trim the Atriplex breweri (salt bush) plants into a natural form 2.5’ high by 2.5’ wide once a month. Do not allow any clippings from entering the water. Do not trim Atriplex breweri as to create a hedge trimmed appearance. Do not allow any clippings to enter the water. Remove and dispose of all trimmings. Trim the Rhamnus California (Coffeeberry) to a natural form 3’ maximum twice per year. No hedging of this plant shall be acceptable. On as needed basis, trim all vegetation that has grown over or into the public sidewalks, curbs, pedestrian trial and observation deck. Remove and dispose of all trimmings and debris.

e. **Native Plants Sources:**

Native Plants may be obtained from the following nurseries:

**Theodore Payne Foundation**  
(818) 768-1802  
10459 Tuxford Street  
Sun Valley, CA 91392

**Pecoff Brothers Nursery and Seeding**  
Ronald Pecoff (760) 744-3120  
20220 Elfin Forest Road  
Escondido, CA 92029

**Tree of Life Nursery**  
(949) 728-0685  
33201 Ortega Way  
San Juan Capistrano, CA 92693

2.1.4

**Trash/Debris Removal:**

2.1.5

Clean and remove all trash, debris from the Loffelstein blocks, the planting strip, and the surface and bottom of the canals. Trash and debris shall be removed on Mondays and Fridays and/or as needed.

**Trash Receptacles:**

Empty, remove and dispose of trash and debris from in and around approximately 29 receptacles mostly located at the approaches to the pedestrian bridges on Mondays and/or as needed. A new plastic trash bag liner shall be placed in each receptacle when the
receptacle is emptied to reduce litter in the neighborhood keeping the wetland habitat healthy and viable. The liner shall be large enough to be wrapped around and tied to the receptacle to prevent trash from getting into the space between the liner and the receptacle and strong enough (1.5 mil or thicker) to prevent tearing when in use.

**Pet Waste Stations and Bag Dispensers:**

Empty, remove and dispose of pet waste and debris from in and around approximately two (2) Pet Waste Stations and replenish bag dispensers as needed. Pet Waste shall be removed as needed.

2.1.6

**Loffelstein Blocks in Venice Canal:**

The CONTRACTOR shall contact personnel at the Urban Forestry Division for related issues whenever any Loffelstein block in Venice Canal, north of Washington Blvd. is missing, cracked or broken:

Urban Forestry Division
Bureau of Street Services
(213) 847-3077, Fax (213) 847-0158

2.1.7

**Historical Section Maintenance:**

The area between North and South Venice Boulevards, along the Grand Canal shall be maintained in a similar fashion as the rest of the canals.

a. **Irrigation Maintenance:** Maintain the irrigation system. Adjust any irrigation sprays off the walkways. Adjust the battery-operated irrigation controller as necessary for good plant growth. Replace the 4 standard 6-volt lantern batteries and one 9-volt back-up battery once a year.

b. **Fertilizer:** Fertilize the area (approximately 2,247 square feet (sq. ft.) of ground cover area yearly with a 12-8-8 commercial fertilizer at the rate 36 pounds per 1,000 sq. ft.

2.1.8

2.1.9

**Flooding Prevention:**

The tide gate in Marina Del Rey that controls passage of sea water into the Ballona Lagoon closes automatically when the tide levels reach 5.6’ elevation. If the tide gate does not close due to electrical or mechanical malfunction, the Venice Canals gate at Washington Boulevard shall be kept close to prevent flooding the canals and adjacent properties, as well as City critical infrastructure.
During the rainy season and when the weather forecast predicts heavy rainfall, the Venice Canals shall be flushed the day before. The gate at Washington Boulevard shall be kept closed. At the next low tide, the gate shall be opened to remove water from the canals. Close the gate if rain continues or further heavy rainfall is expected. Continue this procedure as conditions require.

**Maintenance of Tide Gates:**

The five (5) tide gates and all related electrical, electromechanical, and other related equipment, located at Washington Boulevard are to be kept in good operating condition. The CONTRACTOR will be responsible for the general operation of the tide gates and motors. All other maintenance and repairs will be performed by the manufacturer’s approved service provider(s). Costs for maintenance and repairs by the service provider will be passed through directly to the City. CONTRACTOR will be responsible for contracting with manufacturer’s service provider as needed, coordinating work schedule, and ensuring service provider billing is accurate.

**Abandoned Watercraft:**

2.1.10 Boats, canoes, and other watercraft which appear to be abandoned, will be moved by the Contractor from canals and stored at the North Venice Maintenance Yard located at 200 North Venice Boulevard. If watercraft has not been claimed within thirty days contact the CITY’S contract administrator. The CITY will be responsible for removal of boats from maintenance yard.

The CONTRACTOR to contact CITY for removals.

**Waterfowl in Maintenance Yard:**

2.1.12 Large numbers of waterfowl (ducks, seagulls, etc.) are congregating in and around the North Venice Maintenance Yard (see above for address), and their droppings are resulting in the area looking unsightly and smelling bad, resulting in a public health hazard. Remove all containers holding fresh water or food daily to discourage waterfowl.

**Pet Waste Stations and Bag Dispensers:**

2.1.13 Empty, remove and dispose of pet waste and debris from in and around approximately two (2) Pet Waste Stations and replenish bag dispensers as needed. Pet Waste shall be removed as needed.
Grand Canal (South of Washington Boulevard)

The maintenance in this area includes the Grand Canal from Washington Boulevard to the Ballona Lagoon north end. (See Section 7.0 Maintenance Area and Vicinity Maps)

2.2 The CITY developed the canal. Sidewalks were constructed, on both sides of canal, in addition to a brand 1.5-foot-wide landscaping strip with native material and plants. All construction and installation of improvements are the responsibility of the CITY and are not part of this maintenance proposal.

Canal Maintenance:

The scope of work shall include the removal and disposal of floating debris and trash from Grand Canal, banks and walks, maintenance of landscaping and maintenance of irrigation system.

2.2.1 a. Landscaping:

The landscaping will be maintained as described in Section 2.1.3 above.

b. Trash/Debris Removal:

Clean and remove all trash, debris from the canal banks as well as the surface and bottom of the canals. Trash and debris shall be removed on Mondays and Fridays and/or as needed.

c. Trash Receptacles:

Empty, remove and dispose of trash and debris from in and around the trash receptacles as described in Section 2.1.5 above.

d. Pet Waste Stations and Bag Dispensers:

Empty, remove and dispose of Pet waste bags and debris from in and around the trash receptacles as needed.

e. Loffelstein Blocks:

Notify CITY personnel as described in Section 2.1.7 above.

f. Weed Removal:

Refer to Section 2.1.3.a.
Ballona Lagoon Maintenance (East and West Banks)

The Ballona Lagoon is a tidal estuary that is the southern link of the Venice Canals-Ballona Lagoon waterway system. The Ballona Lagoon work area includes all sides/banks and water located within the following boundaries:

2.3

East Bank: In the north, by the southerly end of the Grand Canal; in the south, by the Via Marina; in the west by Pacific Avenue; and in the east by Via Dolce and the east bank pedestrian path (Esplanade East). See Section 7.4 Maintenance Area and Vicinity Map(s), Ballona Lagoon – East Bank (Hurricane Street to Via Marina) Map.

West Bank: In the north, by the southerly end of the Grand Canal; in the south, by the Topsail Street; in the west by Pacific Avenue; and in the east by Via Dolce and the east bank pedestrian path (Esplanade East). See Section 7.3 Maintenance Area and Vicinity Map(s), Ballona Lagoon – West Bank (Hurricane Street to Topsail Street).

The scope of work is as follows:

Trash/Debris Removal:

2.3.1
Clean, remove and dispose of all trash and debris from within the lagoon (top and bottom surface); atop and under the observation deck; and along all the sides and banks of the lagoon. Trash and debris shall be removed and disposed of once a week but shall be completed by Friday of each week. Due to history of heavy accumulation of floating debris at the northerly end of the lagoon, concentration of clean up within this area is required in addition to the rest of the lagoon. Tidal fluctuations must be considered.

2.3.2
Trash Receptacles:

Empty, remove and dispose of trash, debris and Pet waste from within and around approximately 26 trash receptacles located within the lagoon at the observation desk, Lighthouse pedestrian bridge approaches, both ends of the east bank pedestrian path adjoining Via Dolce and Via Marina and the west bank. The receptacles shall be cleaned and bags replaced as needed. A new plastic trash bag liner shall be placed in each receptacle when emptied. The liner shall be large enough to be wrapped around and tied to the receptacle to prevent trash from getting between the liner and the receptacle. The liner shall also be strong enough, 1.5 mil or thicker, to prevent tearing when in use.
Pet Waste Stations and Bag Dispensers:

Empty, remove and dispose of Pet waste and debris from in and around approximately thirteen (13) Pet Waste Stations and replenish bag dispensers as needed.

2.3.3 Landscaping Maintenance:

The banks of the Ballona Lagoon from Via Marina to the start of the Grand Canal shall be maintained as follows:

2.3.4 a. Weed Removal:

The east and south bank areas of the Ballona Lagoon shall be inspected and weeded on a regular basis; once (1) every quarter. Remove and dispose of all weeds and exotic plants that are not part of the Ballona Lagoon Revegetation Plan. Maintenance workers will be trained in the recognition of native plants to be protected. Native plant material will be replaced with like material. Replace any eroded soil with the same type of soil as the adjacent area. The CONTRACTOR shall contact the CITY’s Project Manager if there is any doubt on which plants are weeds.

No chemical pesticide or mechanical equipment shall be used in the control of the weeds. Hand tools only.

b. Pruning:

On as needed-basis, trim all vegetation that has grown over or into the public sidewalks, curbs, pedestrian trial and observation deck.

Remove and dispose of all trimmings and debris.

2.3.5 Erosion Control:

Provide regular inspection of the lagoon banks with visits after each major storm to monitor any erosion problems and report to the CITY. Eroded areas shall be repaired, filled, regarded, and compacted using on-site soil or import fill and only hand labor and hand tools. A maximum amount of one (1) cubic yard of import fill shall be provided per occurrence. No heavy machinery shall be used all existing native plants shall be protected.

2.3.6 Equipment:

Non-motorized or hand-held gas-powered equipment shall be used for this maintenance contracts.
Plant Replacement:

Remove and replace dead plant material once a year during the ideal planting period from November to April. Plant new plants from liners at areas where vegetation has died (planting strip). Restore and replace planting to areas disturbed by repairs to planting areas. Each newly-planted vegetation, except the Pickleweed.

Contractor shall get approval for any and all replacements from the Bureau of Street Services prior to performing any work.

Inspection / Contract Management

The Bureau of Street Services will provide Inspectors for this project and manage the Contract. Inspection shall be conducted periodically at CITY’s own schedule. CONTRACTOR shall contact the CITY’s Contract Administrator for related issues:

Chief Forester
Bureau of Street Services, Urban Forestry Division
(213) 847-3077, Fax (213) 847-0158

Standard Specifications and Modifications

All work to be performed under this contract shall, except as modified herein, be done in accordance with the Standard Specifications for Public Works Construction 1997 Edition (including 1998 and 1999 Supplements), and Standard Plans S-610-26, “Notice to Contractors – Comprehensive,” see Exhibit L for reference copy.

Section 2-4, “Contract Bonds,” of the Standard Specification is modified as follows:

CHANGE paragraph 3 as follows:

REPLACE THE “Payment Bond” with a 10% Bond in lieu of 100% Bond as shown.

Section 9-3.2, “Partial and Final Payment,” of the Standard Specification modified as follows:

VOID paragraph 3 regarding “retention” and REPLACE with: “From each progress estimate, unless otherwise directed by the Agency no retention will be deducted and retained by the Agency.”
The Inspectors shall have authority to accept or reject all work performed, based on methods, material used, completion of work or schedule, and quality of workmanship.

When the performance of the work is substandard, or any of the maintenance is not performed as required under this contract, the Inspector shall issue written orders for the CONTRACTOR to comply with the contract within three days or be declared to be in non-compliance.

Community Meetings

The successful proposer shall attend the board meetings of the Venice Canals Homeowners Association normally held once a month (or every other month) to discuss issues pertaining to maintenance of the canals. The CONTRACTOR shall meet and confer with the Ballona Lagoon Marine Preserve (BLMP), a not-for-profit community organization, once a month or as requested to discuss issues pertaining to the maintenance of the Ballona Lagoon.

Emergency Telephone Number

The CONTRACTOR shall provide a 24-hour, 365 days a year, telephone where someone can be reached in case of emergency.

3.0 LEGALITIES AND INSPECTIONS

The proposer/vendor's site(s) and/or facility(ies) shall meet all State and Local zoning and operational legal requirements. All site(s) and/or facility(ies) used by the contractor for the performance of this Bid Specification are subject to reasonable inspections by the Bureau of Street Services and other City entities or its agents without any prior notice. Said inspections shall be for the purpose of insuring compliance with the terms of the Contract, Bid Specifications, laws and City rules and regulations.

4.0 CONTRACTOR’S RESPONSIBILITIES

The Contractor shall perform all activities in connection with its responsibilities under this Agreement in accordance with all applicable laws, rules, regulations and permit requirements of the Federal, State, and Local governments and their subordinate agencies.

The Contractor shall perform all mitigation measures and monitoring as required by applicable California environmental protective mandates.

The Contractor shall comply with all applicable laws and regulations of the City including, but not limited to, those laws relating to wages, hours and conditions of employment.
The Contractor is required to comply with all applicable sections of the labor code of the State of California pertaining to labor and the living wage scale. Payroll documentation and other related information pertaining to workers shall be submitted upon request to the City’s Office of Contract Compliance. Failure to comply may result in wage restitution and/or State penalties in accordance with California law.

The Contractor shall reimburse the City for any loss or damage to City equipment or injury while in their site/facility that is solely caused by the Contractor’s staff or equipment.

5.0 MINIMUM REQUIREMENTS FOR SUBMITTAL OF PROPOSAL

Successful proposer shall be an established business enterprise with a minimum of no less than four (4) years of experience in landscape maintenance in a marine environment. Contractor will not use chemical or biological control of the algae until required permits are issued. Contractor will interact with community stakeholders to address areas of concern. Contractor shall have a verifiable record of performing the tasks listed in this contract and must provide a list of references (including names, titles and phone numbers) of project or contract managers for whom the applicable services (1) are currently being provided, or (2) have been provided.

Contractor shall provide information on key employees. Information shall consist of name, title, years of experience, current licenses and/or certifications, and any other pertinent information.

All employee certifications and accreditation covered by this agreement must be kept current and in force during the entire term of this agreement. Failure to do so may result in immediate termination for cause. The City may request copies of all such certifications and accreditation at any time.

6.0 LICENSES AND QUALIFICATIONS

The CONTRACTOR is required to be licensed through the State and shall possess all necessary operating license(s) at time of award. License(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including but not limited to: City of Los Angeles, Cal/OSHA, the Air Quality Management District (AQMD), and all other Federal and State regulations.

The CONTRACTOR shall acquire and maintain in effect during the entire term of the contract all licenses, permits, etc., required for performance of all services under this agreement.
7.0 MAPS

Maintenance Area and Vicinity Map: Venice Canals and Grand Canal (North of Washington Boulevard)
Maintenance Area and Vicinity Map: Grand Canal (South of Washington Boulevard)

Maintenance Area and Vicinity Map
Grand Canal (South of Washington Boulevard)
Maintenance Area and Vicinity Map: Ballona Lagoon – West Bank
(Hurricane Street to Topsail Street)

Maintenance Area and Vicinity Map
Ballona Lagoon - West Bank (Hurricane Street to Topsail St)
Maintenance Area and Vicinity Map: Ballona Lagoon – East Bank (Hurricane Street to Via Marina)
ATTACHMENT 2:
MAINTENANCE AREA AND VICINITY MAPS (4 pages)
Maintenance Area and Vicinity Map

Venice Canals and Grand Canal (North of Washington Boulevard)
Maintenance Area and Vicinity Map

Grand Canal (South of Washington Boulevard)
Maintenance Area and Vicinity Map

Ballona Lagoon - West Bank (Hurricane Street to Topsail St)
ATTACHMENT 3:
SCHEDULE OF WORK AND PRICES (1 page)
# SCHEDULE OF WORK AND PRICES

Request for Proposal: Venice Canals, Grand Canal and Ballona Lagoon Maintenance

**FIRM NAME:**

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<th>QTY</th>
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<td>PLANT REPLACEMENT PER SECTION 2.3.7 OF CONTRACTUAL REQUIREMENTS</td>
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<td><strong>TOTAL BID AMOUNT ($) FOR PART B (Item 4)</strong></td>
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<td><strong>GRAND TOTAL BID AMOUNT ($) for PART A &amp; B</strong></td>
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*LS = Lump Sum (Annual)*

Make sure the Schedule of Work and prices reflects a three-year cost period.

City of Los Angeles - Department of Public Works - Bureau of Street Services
ATTACHMENT 4:
CALIFORNIA COASTAL COMMISSION PERMIT INFORMATION (90 pages)
COASTAL DEVELOPMENT PERMIT
5-08-294

On April 8, 2009, the California Coastal Commission granted to City of Los Angeles Department of Public Works Coastal Development Permit 5-08-294, subject to the attached Standard and Special Conditions, for development consisting of:

Implementation of Phases IIIA & IIIB of the Ballona Lagoon Enhancement Plan, which include: 1) removal of non-native vegetation and encroachments (including, but not limited to, fences, walls, lighting, irrigation improvements, decks/patios, and residential landscaping); 2) revegetation with native dune plants, 3) realigning and improving the west bank public access trail between Topsail Street and Canal Court, 4) construction of a split rail fence along the public access trail and inland edge of easements, and 5) construction of a public education/information area with benches near Jib Street at Pacific Avenue. More specifically described in the application file in the Commission offices.

The development is within the coastal zone at the West bank of Ballona Lagoon between via Marina and Grand Canal, (on City-owned property, public rights-of-way and publicly-owned easements), Venice, City of Los Angeles, Los Angeles County.

Issued on behalf of the California Coastal Commission on June 10, 2009.

PETER DOUGLAS
Executive Director

By: Charles R. Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof. The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

6/16/2009

Date

Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.
STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS

1. **Project Area - Lagoon Buffer Strip**

   Coastal Development Permit 5-08-294 approves the implementation of Phases IIIA and IIIB of the Ballona Lagoon Enhancement Plan (as described and conditioned in the Staff Report dated March 19, 2009 and Staff Addendum dated April 7, 2009) on the "protective lagoon buffer strip" along the west bank of Ballona Lagoon. The "protective lagoon buffer strip" includes: the City's Esplanade West right-of-way (except for areas covered by pre-coastal development), Lots G through P, the unsubmerged portions of Lot C and Lot R, and the protected habitat areas and easements on private property that have been dedicated for habitat restoration and public access purposes as part of the west bank lagoon buffer strip on Blocks 1 through 5 of the Del Rey Beach Tract. On any privately owned lot adjacent to the southern portion of the Esplanade West, this coastal development permit also authorizes the City, subject to the permission of the property owner, to remove non-native plants and unpermitted development (including, but not limited to, fences, walls, lighting, irrigation improvements, decks/patios, and play sets) situated within any area designated (pursuant to an approved coastal development permit) as a "habitat buffer" or "lagoon buffer," but over which the City holds no property interest.

2. **Components of the Approved Plan**

   The permittee shall undertake all development in compliance with the terms of this condition in order to ensure the protection of marine resources, wildlife habitat, native
vegetation, and the long-term protection of breeding, roosting, and nesting habitat of species that play an especially valuable role in the ecosystem.

A. Revegetation Plan. All plant materials for the entire development shall be of southern California native plants appropriate to the natural habitat type (dune). All plant removal, planting and monitoring shall comply with the standards set forth in Special Condition Three.

B. Existing non-native trees shall be removed from the project area, except for individual trees that have been determined by the biologists to not have any adverse effect on the adjacent habitat area and surrounding environment. No bird nests shall be disturbed at any time.

C. Removal of Encroachments. Except for development that has been properly permitted by the Commission or has been in place continuously since February 1, 1973 or earlier, all development (including, but not limited to, fences, walls, lighting, irrigation improvements, decks/patios, and play sets) and non-native landscaping situated within the protective lagoon buffer strip shall be removed by the permittee concurrently with the restoration project in order to enhance habitat area and public access opportunities. The protective lagoon buffer strip includes the City's Esplanade West right-of-way, Lots G through P, the unsubmerged portions of Lot C and Lot R, and the protected habitat areas and easements on private property that have been required and/or identified by previously approved coastal development permits. Removal of the encroachments shall be completed within 180 days of the commencement of Phase III B.

D. Trail Alignment. The proposed five-foot wide west bank public access trail shall extend southerly from the existing Grand Canal public accessway system on the northern end of Ballona Lagoon (at Canal Court) to Topsail Street, near the southern end of the lagoon. In order to maximize the width of the protected lagoon bank area, the trail shall be aligned along the inland portion of the project site (i.e. farthest from the waters of the lagoon), except at the northern end of Ballona Lagoon, where the public trail must pass between the waters of the lagoon and existing private residences, the trail shall be designed as proposed, as shown on Exhibit #4, Page 2 of the staff report dated March 19, 2009. A five-foot landscaped buffer shall be provided between the trail and the pre-coastal decks.

E. Fencing. A contiguous fence or similar barrier, not exceeding four feet in height (above natural grade), shall be installed along the most inland extent of the west bank protective lagoon buffer strip (including all habitat easements), except where the public access is permitted. Where the public access is permitted (the public trail, overlooks and public education/information area) the fence shall be placed along the side of the trail/public area nearest the lagoon. The fence shall be constructed of materials that are spaced in a manner that renders the fence impassable by common domesticated animals (e.g. dogs and cats). The fencing shall be installed concurrently with the restoration project. On the northern end of the project area, where the public trail passes between the west bank protective
lagoon buffer strip and the private residential development, a privacy fence or wall greater than four feet may be constructed along the inland side of the trail.

F. Pacific Avenue Crossing. In order to allow safe crossing of Pacific Avenue, a pedestrian crossing shall be installed and maintained at the intersection of Pacific Avenue and Topsail Street. Traffic at this crossing shall be controlled at this intersection by installing either a stop sign or traffic signal. The pedestrian crossing shall be installed concurrently with the restoration project.

G. Pacific Avenue Street Drainage. Curbs shall be installed along the east side of Pacific Avenue (e.g., at Jib Street) to prevent uncontrolled sheet flow from leaving the street. Appropriate drainage connections shall be installed to control runoff from Pacific Avenue using the existing drains approved by Coastal Development Permit 5-00-161. Street drain filters shall be installed in all drains that discharge directly into Ballona Lagoon. Each street drain filter shall be designed and maintained to filter the stormwater runoff from each runoff event up to and including the 85th percentile, 24-hour runoff event for volume based BMPs and/or the 85th percentile, one-hour event, with an appropriate safety factor, for flow-based BMPs. The filters shall be maintained and replaced as necessary to prevent the drains from clogging and flooding the street.

H. Gully Repairs. Clean fill shall be used to repair the gullies on the lagoon bank that have eroded east of Pacific Avenue at Jib Street and Topsail Street. In order to ensure that all existing wetland vegetation is protected from filling activities, no fill shall be placed below the five-foot contour line.

The permittee shall undertake development in accordance with the final plans approved by the Executive Director. To ensure compliance, the City shall include the requirements of this condition on all plans and contracts issued for the project. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.

3. Revegetation and Erosion Control

Prior to the removal of non-native vegetation, a qualified biologist shall survey the project site and identify with flags all areas of existing native vegetation. The permittee shall ensure that the areas of existing native vegetation, except for those areas where public access improvements are permitted, are protected from disturbance during the implementation of the approved project, and that adequate water is provided to keep the plants healthy. Native vegetation that is removed from the areas where public access improvements are permitted shall be transplanted elsewhere within the project area.

Under the supervision of a qualified biologist, the permittee shall remove all non-native plants from the canal banks using only hand-held tools while taking care to avoid
disturbance of native plants. No herbicides may be employed. No grading is permitted. No heavy machinery may be used, except on existing paved roads. Smaller mechanized vehicles with rubber tires (e.g. Bobcats) may be used to transport heavy loads between paved roads and work areas. No dead plants shall be left on site (unless deemed necessary by a biologist to prevent erosion of the banks) and no persistent chemicals shall be employed. The permittee shall landscape the west bank of Ballona Lagoon in conformance with the following requirements:

A. Prior to weed abatement and removal of any plant material, a qualified biologist or ornithologist shall survey the project site to detect bird nests and submit a survey report to the permittee and the Executive Director of the Coastal Commission. The survey report shall include identification of all known nests. The permittee shall maintain a database of survey reports that includes a record of nests that is available as public information and to be used for future vegetation removal decisions. No bird nests shall be disturbed. Weed abatement and removal of any plant material may not proceed within 300 feet (500 feet for raptors) of a nest where evidence of courtship or nesting behavior is observed. In the event that any birds continue to occupy nests during the non-nesting season, work shall not take place until a qualified biologist or ornithologist has assessed the site, determined that courtship behavior has ceased, and given approval to proceed within 300 feet (500 feet for raptors) of any nest.

B. All revegetation and development shall conform to the project plans approved by the Executive Director. All vegetation planted on the site will consist of native plants typically found in the dunes adjacent to the Ballona wetlands (including transitional marsh plantings where appropriate). The seeds and cuttings employed shall be from local sources adjacent to Ballona Lagoon, the Venice Canals, and the Ballena wetlands. Prior to the first planting cycle, the permittee shall provide the Executive Director with the quantities and sources of all plants used in the project.

C. No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized within the property.

D. Erosion Control. Prior to removing the non-native plants and preparation of the soil, the permittee shall install silt curtains along the entire length of the water’s edge to prevent siltation of the lagoon. Jute matting (with no plastic netting) shall be placed on all slopes immediately following the removal of the existing plant cover. In addition, the permittee shall implement the following temporary erosion control measures during the restoration project: temporary sediment basins (including debris basins, desilting basins or silt traps), temporary drains and swales, sand bag barriers, and additional silt fencing as needed.

E. Revegetation shall commence as soon as possible following removal of non-native plants and preparation of the soil. The existing native vegetation and all required plantings shall be maintained in good growing condition throughout the life of the
project, and whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the landscape plan. Revegetation activities may continue during the least tern nesting season.

F. Disposal of plant matter. All cut plant material shall be disposed of at an appropriate off-site location within ten days of cutting. A separate coastal development permit will be required prior to the placement of any cut plant material in the coastal zone unless the Executive Director determines that no permit is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.

G. Planting shall maintain views of the water from the public areas.

H. Monitoring. The permittee shall actively monitor the site, remove non-natives and reinstall plants that have failed for at least five years following the initial planting. The permittee will monitor and inspect the site no less than once each thirty days during the first year that follows the initial planting. Thereafter, the permittee will monitor the site at least once every ninety days or on the City’s regular landscape maintenance schedule, whichever is more frequent. Each year, for a minimum of five years from the date of permit issuance, the permittee shall submit for the review and approval of the Executive Director, an annual revegetation monitoring report, prepared by a licensed Landscape Architect or qualified Resource Specialist that certifies the revegetation is in conformance with the approved revegetation plan. The annual monitoring report shall include photographic documentation of plant species and plant coverage. If the annual revegetation monitoring report indicates the revegetation is not in conformance with or has failed to meet the performance standards specified in the revegetation plan approved pursuant to this permit, the permittee shall submit a revised or supplemental revegetation plan for the review and approval of the Executive Director. The revised revegetation plan must be prepared by a licensed Landscape Architect or a qualified Resource Specialist and shall specify measures to remediate those portions of the original plan that have failed or are not in conformance with the original approved plan. The permittee shall implement the supplemental revegetation plan approved by the Executive Director and/or seek an amendment to this permit if required by the Executive Director.

The permittee shall undertake development in accordance with the final plans approved by the Executive Director. To ensure compliance, the City shall include the requirements of this condition on all plans and contracts issued for the project. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.
4. **Construction Staging - Protection of Marine Resources**

The permittee shall undertake all development in compliance with the project staging and construction plan approved by the Executive Director, including the specific staging and construction measures to prevent the unpermitted deposition, spill or discharge of any liquid or solid into coastal waters (which include Ballona Lagoon and the Venice Canals). The plan includes the following provisions:

A. The location of the construction staging and equipment and materials storage area on City property at 3813-3819 Esplanade, near the intersection of Canal Court and Hurricane Street. Measures to control runoff from the staging area shall be implemented at the commencement of the project. Construction staging activities and equipment and materials storage are prohibited on any beach, wetland or environmentally sensitive habitat area.

B. The storage or stockpiling of soil, silt, other organic or earthen materials, or any materials and chemicals related to the construction, shall not occur where such materials/chemicals could pass into coastal waters. Any spills of construction equipment fluids or other hazardous materials shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.

C. Construction equipment and vehicles shall be inspected daily to ensure there are no leaking fluids. If there are leaking fluids, the construction equipment shall be serviced immediately. Equipment and machinery shall be serviced, fueled, maintained and washed only in confined areas specifically designed to control runoff and prevent discharges into coastal waters. Thinners, oils or solvents shall not be discharged onto the ground or into sanitary or storm sewer systems.

D. Washout from concrete trucks shall be disposed of at a location not subject to runoff and more than fifty feet away from all stormdrains, open ditches and surface waters.

E. All floatable debris and trash generated by construction activities within the project area shall be disposed of at the end of each day, or as soon as possible.

F. Measures to control erosion shall be implemented at the end of each day's work.

The City (permittee) shall include the requirements of this condition on all plans and contracts issued for the project. The permittee shall implement and carry out the project staging and construction plan during all construction, staging and cleaning activities consistent with the plan approved by the Executive Director.

5. **Public Access**

A. The permittee shall complete all of the approved public access improvements (i.e., five-foot wide trail from Grand Canal to Topsail Street, connections to existing sidewalks, street end improvements) along the west bank of Ballona Lagoon consistent with the final approved plans and the special conditions of this permit.
Any encroachments into the Ballona Lagoon public trail system shall be removed as part of the project.

B. The permittee shall post and maintain signs that identify the approved west bank trail/walkway as a public accessway.

C. By acceptance of this permit, the permittee agrees that the approved trail/walkway along the entire west bank of Ballona Lagoon from Grand Canal to Topsail Street is a public accessway, and that this accessway shall be maintained for general public use 24 hours a day and shall not be closed. The permittee shall periodically inspect the walkway, maintain the walkway and the fencing in good condition, and remove any impediments (i.e., encroachments) to public access.

D. The permittee shall ensure that trash receptacles and free provisions (e.g. refuse bags) for the proper disposal of pet feces are provided along the public accessway, at a minimum of one location for each 300-foot section of the accessway. The permittee shall be responsible for ensuring that the trash receptacles are maintained and routinely emptied in order to prevent spillage of refuse.

6. Resource Agencies

The permittee shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

7. California Least Tern

In order to minimize adverse impacts on least tern foraging in Ballona Lagoon during the least tern nesting season, no mechanized or other types of noise-emitting equipment shall be used within fifty feet of the water during the period commencing March 15 and ending September 1.

8. No Fill in Wetlands

No fill shall be placed in any wetland or below the five-foot contour line (+5.0’ MHTL).

9. Assumption of Risk

By acceptance of this coastal development permit, the applicant acknowledges and agrees: (i) that the site may be subject to hazards from seismic events, liquefaction, storms, floods and erosion; (ii) to assume the risks to the permittee and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or
damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission’s approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

10. Operation of Tidal Gates

In order to enhance tidal exchanges and improve water quality in the lagoon, the permittee shall coordinate with the County of Los Angeles Department of Public Works to improve the operation of the Ballona Lagoon tidal gates located at the southern end of the lagoon beneath Via Marina. PRIOR TO COMMENCEMENT OF THE APPROVED DEVELOPMENT, the permittee shall provide the Executive Director with the tidal gate schedule of operation and the status/schedule for improvement and/or replacement of the tidal gate approved pursuant to Coastal Development Permit 5-07-210 (County of Los Angeles). Consistent with the need to limit the potential for flooding, the tidal gates shall be operated in a manner that maximizes water circulation and sustains and enhances biological productivity by allowing the incoming and outgoing tides to rise and fall naturally in Ballona Lagoon.
ADDENDUM

To: Commissioners and Interested Parties

From: John Ainsworth, Deputy Director
Gary Timm, Coastal Program Manager
Charles Posner, Staff Analyst

Re: Coastal Development Permit Amendment 5-08-294-A1 (Ballena Lagoon West Bank Enhancement Plan - Phase IIIA), City of Los Angeles.

I. Revised Special Condition of Permit Amendment 5-08-294-A1

In response to the applicant’s comments contained in the attached letter dated August 5, 2010, staff is recommending that the special condition of the permit amendment be revised as follows. Staff agrees that the term Rare Plant Preserve shall be replaced with “protected area”, and that the required revised restoration and monitoring plan shall be prepared in close consultation with a qualified restoration ecologist (instead of “under the direction of...”). Staff also agrees that irrigation devices should not be used in the areas where the yellow pincushion plants exist or are to be planted. Staff, however, does not agree that the long-term monitoring provisions set forth in Section H of the condition should be relaxed as requested by the applicant.

New text in the revised condition below is identified by underlined bold text and text being deleted is crossed-out (deleted text).

11. Restoration and Monitoring Plan to Protect Rare Plant Habitat in the Ballona Lagoon Environmentally Sensitive Habitat Area Plan for the Establishment and Maintenance of the Ballona Lagoon Rare Plant Preserve

PRIOR TO ISSUANCE OF THE PERMIT AMENDMENT, the permittee shall submit, for review and written approval of the Executive Director, a revised restoration and monitoring plan for the portion of the project site (west bank of Ballona Lagoon) between the public education/information area at Jib Street and 5102 Pacific Avenue (thirty feet south of Topsail Street). The restoration and monitoring plan shall be revised in close consultation with under the direction of a qualified restoration ecologist (approved by the CCC Executive Director) who has experience in dune scrub and dune habitat restoration.

The restoration and monitoring plan shall be revised in consultation with the California Department of Fish and Game (CDFG), and shall incorporate the City of Los Angeles...
Department of Public Work’s Draft Action Plan for the Conservation of the Orcutt’s Pincushion (dated April 22, 2010).

The revised restoration and monitoring plan shall also include the following:

A. **Identification** Creation of a **protected area** Rare Plant Preserve on the west bank of Ballona Lagoon, between the public education/information area at Jib Street and 5102 Pacific Avenue (thirty feet south of Topsail Street) that recognizes and protects the ESHA between the protective fencing and the lagoon waters; i.e. dune scrub, dune, and wetland habitats and the rare plants these habitats support including Orcutt’s yellow pincushion, *Chaeanactis glabriuscula* var. *orcuttiana*, South Coast saltscale, *Atriplex pacifica*, red sand verbena, *Abronia maritima*, and wooly seablite, *Sueda taxifolia*.

B. A map with the location of the 2010 pincushion population as well as the other rare plants identified in the area including South Coast saltscale, *Atriplex pacifica*, red sand verbena, *Abronia maritima*, and wooly seablite, *Sueda taxifolia*.

C. Dune scrub and dune habitat plant palette and planting plan that provides detailed instructions for the appropriate mixture of seeds, cuttings, and container plants as well as the appropriate plant densities for the respective habitats. All plants shall be Southern California native plants appropriate to the natural habitat type (dune scrub - salt marsh to uplands). All seeds and cuttings employed shall be from local sources in the Los Angeles coastal area. Prior to the first planting cycle, the permittee shall provide the Executive Director with the quantities and sources of all plants used in the project.

D. The schedule for the implementation of the revised restoration and monitoring plan.

E. Methodology for the collection of rare plant seeds and cuttings performed by an authorized agency that maintains a seed collection and that holds a seed collection permit from CDFG. **Methodology and controls for taking and planting cuttings of rare plants in the protected area.**

F. Permanent irrigation devices are not permitted. **Temporary irrigation is not permitted in areas where yellow pincushion plants exist or are to be planted.** Temporary irrigation is **permitted outside the yellow pincushion areas**, but only if considered necessary by the approved restoration ecologist to help keep the native plants become established healthy.

G. Removal of Non-native Plants. Ongoing removal of non-native plants from the project area shall be done under the supervision of a **qualified biologist** the approved restoration ecologist using only hand-held tools while taking care to avoid disturbance of native plants. The permittee shall ensure that the native vegetation is protected from disturbance during the implementation of the approved revised restoration and monitoring plan. No
herbicides may be employed. No dead non-native plants material generated by the on-going removal of non-native plants shall be left on site and no persistent chemicals shall be employed.

H. Provisions for following the status of all rare plants as part of the five-year monitoring plan. For at least five years following the initial planting, the permittee shall actively monitor the site, remove non-native plants and replant native vegetation that has failed. Commencing upon completion of the initial restoration planting, the permittee shall monitor and inspect the site no less than once each thirty days during the first year after this initial planting. Thereafter, the permittee shall monitor the site at least once every ninety days. Each year, for a minimum of five years from the date of permit issuance, the permittee shall submit for the review and approval of the Executive Director, an annual monitoring report, prepared by in close consultation with the approved restoration ecologist that assesses whether certifies the protected area Rare Plant Preserve is in conformance with the revised restoration and monitoring plan approved by the Executive Director. The annual monitoring report shall include photographic documentation of the restoration plan’s progress along with a qualitative/quantitative assessment of plant species presence/absence and plant coverage. If the annual monitoring report indicates the protected area Rare Plant Preserve is not in conformance with or has failed to meet the performance standards specified in the revised restoration and monitoring plan approved pursuant to this permit amendment, the permittee shall submit a revised or supplemental restoration plan for the review and approval of the Executive Director. The revised restoration plan must be prepared by in close consultation with the approved restoration ecologist and shall specify measures to remediate those portions of the restoration plan that have failed or are not in conformance with the approved plan. The permittee shall implement the supplemental restoration plan approved by the Executive Director and/or seek another permit amendment if required by the Executive Director.

I. Invasive Plants. No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Exotic Pest Plant Council, or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a “noxious weed” by the State of California or the U.S. Federal Government shall be utilized within the property.

J. Plans that show that the public access path is a maximum of four feet in width and located immediately adjacent to Pacific Avenue (as close as legally allowed) for its entire length where the path abuts the protected area Rare Plant Preserve.

K. Protective fencing, at least three feet in height, shall be installed immediately adjacent to the lagoon side of the path.

L. Signage. “Please Stay on Path” signs shall be posted along the public access path at ninety-foot intervals. Interpretive signs that explain the
purpose and benefits of the protected area Rare Plant Preserve shall also be posted at 200-foot (minimum) intervals.

The permittee shall implement the revised restoration and monitoring plan in accordance with the final plan approved by the Executive Director pursuant to this permit amendment. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.

II. Correspondence

The attached correspondence is added to the staff report as an exhibit.
Dear Mr. Posner:

Ballona Lagoon Enhancement Plan Phase III (W.O. E6000776) Coastal Development Permit Amendment 5-05-294-A1

We have reviewed and considered the July 21, 2010 staff report and have become concerned about two aspects of Special Condition 11: the use of the term "Rare Plant Preserve" and the requirement for long-term active adaptive management of the area under the direction of an outside expert.

We fully support the long-held determination that the project site is an Environmentally Sensitive Habitat Area (ESHA). The Ballona Lagoon Enhancement project is intended to implement Section 30240 of the Coastal Act, which provides for the protection and enhancement of ESHAs. However, the term "Rare Plant Preserve" is not sufficiently defined and therefore risks creating misunderstandings about future maintenance and operation activities. We do not have the time and resources at this time to establish the usual and necessary agreements with permitting and resource agencies that would be necessary to define what "Rare Plant Preserve" means in this case. We suggest the term "protected area".

We share the goal of enhancing in a sustainable way the natural aspects of the ESHA and managing the area for future generations to the best of our ability. However, in these times of severe financial limitations, we can't commit to the substantial additional costs of contracting with a "restoration ecologist" and continuing long-term actions to be defined later "to remediate those portions of the restoration plan that have failed or are not in conformance with the approved plan." The project and restoration plan are
designed to maximize the probability of success and will be carried out as permitted, but the success will depend also on natural factors we can't predict or control.

The Ballona Lagoon Enhancement Project, either as originally permitted or amended as we propose, will benefit the ESHA. It is not a project that requires mitigation or offsets.

I am requesting that Special Condition 11 be revised as indicated in the attached. If you have any questions, please call William Jones at (213) 485-5760 or me at (213) 485-5759.

Sincerely,

Jim Doty, Acting Environmental Affairs Officer
Environmental Management Group

JED/Request to revise Special Condition 11
Attachment: Special Condition 11 showing proposed revisions.

cc w/ attach:  Hon. Bill Rosendahl, City Councilman, 6th Council District
              Paula A. Daniels, President Pro-tem, Board of Public Works Commissioners
              Gary Timm, S. Coast District Manager, California Coastal Commission
APPLICATION NUMBER: 5-09-035

APPLICANT: City of Los Angeles Department of Public Works

AGENT: William Jones, Environmental Specialist

PROJECT LOCATION: East bank of Grand Canal (on City-owned property, between Washington Blvd. and Driftwood Street), Venice, City of Los Angeles, Los Angeles County.

PROJECT DESCRIPTION: Habitat restoration project, including removal of old pipes and concrete from the canal bank, weed removal, maintenance of the existing native vegetation (primarily pickle weed and salt grass), soil amendment, installation of a temporary irrigation system, and the planting of additional plants that are native to the Ballona ecosystem.


SUMMARY OF STAFF RECOMMENDATION

The proposed habitat restoration project is situated on the east bank of Grand Canal, an environmentally sensitive habitat area (ESHA). Staff is recommending that the Commission APPROVE a coastal development permit for the proposed project with special conditions to protect public access along Grand Canal and to minimize adverse impacts to sensitive habitat areas. The special conditions would require the permittee to implement specific measures to minimize adverse impacts to water quality and sensitive habitat areas. The recommended special conditions begin on Page Three. See Page Two for the motion to carry out the staff recommendation. The applicant agrees with the recommendation.
SUBSTANTIVE FILE DOCUMENTS:

2. Coastal Development Permit 5-91-584 & amendments (City of LA – Venice Canals).
3. Coastal Development Permit 5-82-479 (Goldrich & Kest, 3405 Via Dolce).
6. Coastal Development Permit 5-06-236/A5-VEN-07-397 (City of LA – Grand Canal Pump Sta.).
7. Coastal Development Permit 5-08-294 (City of LA - Ballona Lagoon).

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution to APPROVE the coastal development permit application with special conditions:

MOTION: "I move that the Commission approve the coastal development permit applications included on the consent calendar in accordance with the staff recommendations."

Staff recommends a YES vote. Passage of this motion will result in approval of all the permits included on the consent calendar. An affirmative vote by a majority of the Commissioners present is needed to pass the motion.

I. Resolution: Approval with Conditions

The Commission hereby APPROVES a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act and will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.
II. Standard Conditions

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. **Expiration.** If development has not commenced, the permit will expire two years from the date this permit is reported to the Commission. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

III. Special Conditions

1. **Public Access along Grand Canal**

   The permittee shall not interfere with public pedestrian access along the east bank of Grand Canal except for the temporary disruptions that will occur during the construction of the public path connection between the northern (DG) and southern (concrete) segments of the east bank Grand Canal public access path.

2. **Protection of Native Plants and Revegetation**

   Prior to the commencement of the approved development, a qualified biologist shall survey the project site and identify with flags all areas of existing native vegetation. The permittee shall ensure that the areas of existing native vegetation are protected from disturbance during the implementation of the approved project, and that adequate water is provided to keep the plants healthy.

   Under the supervision of a qualified biologist, the permittee shall remove all non-native plants from the canal banks using only hand-held tools while taking care to avoid disturbance of native plants. No herbicides may be employed. No grading is permitted. No heavy machinery may be used, except on existing paved roads. Smaller mechanized vehicles with rubber tires (e.g. Bobcats) may be used to transport heavy loads between paved roads and work areas. No dead plants shall be left on site (unless deemed necessary by a biologist to prevent erosion of the banks) and no persistent chemicals shall be employed. The permittee shall landscape the east bank of Grand Canal in conformance with the following requirements:
A. Prior to weed abatement and removal of any plant material, a qualified biologist or ornithologist shall survey the project site to detect bird nests and submit a survey report to the permittee and the Executive Director of the Coastal Commission. The survey report shall include identification of all known nests. No bird nests shall be disturbed. Weed abatement and removal of any plant material may not proceed within 300 feet of a nest where evidence of courtship or nesting behavior is observed. In the event that any birds continue to occupy nests during the non-nesting season (November through January), work shall not take place until a qualified biologist or ornithologist has assessed the site, determined that courtship and nesting behavior has ceased, and given approval to proceed within 300 feet of any nest.

B. All revegetation and development shall conform to the project plans approved by the Executive Director. All vegetation planted on the site shall consist of native plants typically found in the Ballona wetlands ecosystem. The seeds and cuttings employed shall be from local sources adjacent to Ballona Lagoon, the Venice Canals, and the Ballona wetlands. Prior to the first planting cycle, the permittee shall provide the Executive Director with the quantities and sources of all plants used in the project.

C. No plant species listed as problematic and/or invasive by the California Native Plant Society (http://www.CNPS.org/), the California Invasive Plant Council (formerly the California Exotic Pest Plant Council) (http://www.cal-ipc.org/), or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a 'noxious weed' by the State of California or the U.S. Federal Government shall be utilized within the property.

D. Erosion Control. Prior to removing the non-native plants and preparation of the soil, the permittee shall install silt curtains along the entire length of the water’s edge to prevent siltation of the canal. Jute or coconut matting (with no plastic netting) shall be placed on all slopes immediately following the removal of the existing plant cover. In addition, the permittee shall implement the following temporary erosion control measures during the restoration project: temporary sediment basins (including debris basins, desilting basins or silt traps), temporary drains and swales, wattles, and additional silt fencing as needed.

E. Revegetation shall commence as soon as possible following removal of non-native plants and preparation of the soil. The existing native vegetation and all required plantings shall be maintained in good growing condition throughout the life of the project, and whenever necessary, shall be replaced with new plant materials to ensure continued compliance with the landscape plan. Revegetation activities may continue during the least tern nesting season.

F. Disposal of plant matter. All cut plant material shall be disposed of at an appropriate off-site location within ten days of cutting. A separate coastal development permit will be required prior to the placement of any cut plant material in the coastal zone unless the Executive Director determines that no permit is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.
G. Planting shall maintain views of the water from the public areas.

H. Monitoring. The permittee shall actively monitor the site, remove non-natives and reinstall plants that have failed for at least five years following the initial planting. The permittee shall monitor and inspect the site no less than once each thirty days during the first year that follows the initial planting. Thereafter, the permittee shall monitor the site at least once every ninety days or on the City's regular landscape maintenance schedule, whichever is more frequent. Each year, for a minimum of five years from the date of permit issuance, the permittee shall submit for the review and approval of the Executive Director, an annual revegetation monitoring report, prepared by a licensed Landscape Architect or qualified Resource Specialist that certifies the revegetation is in conformance with the approved revegetation plan. The annual monitoring report shall include photographic documentation of plant species and plant coverage. If the annual revegetation monitoring report indicates the revegetation is not in conformance with or has failed to meet the performance standards specified in the revegetation plan approved pursuant to this permit, the permittee shall submit a revised or supplemental revegetation plan for the review and approval of the Executive Director. The revised revegetation plan must be prepared by a licensed Landscape Architect or a qualified Resource Specialist and shall specify measures to remediate those portions of the original plan that have failed or are not in conformance with the original approved plan. The permittee shall implement the supplemental revegetation plan approved by the Executive Director and/or seek an amendment to this permit if required by the Executive Director.

The permittee shall undertake development in accordance with the final plans approved by the Executive Director. To ensure compliance, the City shall include the requirements of this condition on all plans and contracts issued for the project. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required pursuant to the requirements of the Coastal Act and the California Code of Regulations.

3. Resource Agencies

The permittee shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
IV. Findings and Declarations

The Commission hereby finds and declares:

A. Project Description

The proposed project is the revegetation and habitat restoration along one thousand linear feet of the east bank of Grand Canal, south of Washington Boulevard (Exhibit #2). The proposed project, which is located entirely on City property, covers approximately one-half acre of intertidal and transitional upland area situated between the water and the public access path that runs along the east bank (Exhibits #4&5). The proposed project includes the removal of old pipes and concrete from the project area, weed removal, maintenance of the existing native vegetation (primarily pickle weed and salt grass), soil amendment, installation of a temporary irrigation system, and the planting of additional plants that are native to the Ballona ecosystem (Exhibit #3). Coconut netting and straw wattles will be used to control erosion of the canal bank.

The only part of the proposed project that affects the east bank Grand Canal public access path is the construction of a 57-foot long dirt (DG) path to connect the concrete walkway that runs inland of the southern segment of the project with the new DG path in the northern segment that was constructed on an easement dedicated pursuant to Coastal Development Permit 5-05-319/A5-VEN-05-320 (LNR-Lennar). The old concrete sidewalk that exists on City property in the northern segment of the project area will be removed, as it has been replaced by the new path constructed ten feet inland pursuant to Coastal Development Permit 5-05-319/A5-VEN-05-320 (LNR-Lennar). In addition, a new 42-inch high decorative fence is proposed to be installed on the water side of the concrete walkway that runs along the southern segment of the project site (Exhibit #5). The proposed project is scheduled to commence May 2009.

The project staging area is the LNR-Lennar project site (3100-3210 Grand Canal) on the inland side of the northern segment. The City of Los Angeles removed non-native trees, weeds and encampments from the project site in late 2008 pursuant to Coastal Development Permit 5-08-158-W.

B. Grand Canal

The Venice Canals are a unique cultural, historic and scenic resource of Southern California. The canals, which were created out of marshland as part of the "Venice of America" subdivision in 1905, provide a sense of character and history for the Venice community. They also provide public access, recreation, and wildlife habitat. The canals, along with adjacent Ballona Lagoon, support some of the last remaining pockets of coastal wetland habitat in Los Angeles County.

1 The east bank project site is divided into two 500-foot long segments, referred to in this report as the northern and southern segments. The northern segment, which fronts the LNR-Lennar project site (Permit 5-05-319/A5-VEN-05-320), is the 500 feet of east bank immediately south of Washington Boulevard. The southern segment fronts the Los Angeles County residential facility (Permit 5-82-479 - 3405 Via Dolce).
The canals system fell into disrepair in the 1920s, and many of the original canals were filled by the City in 1927. The residents in the area have been attempting to restore the remaining canals since the 1960s. The Venice Canals located north of Washington Boulevard were rehabilitated in the mid-1990s (see Coastal Development Permit 5-91-584 & amendments). The section of Grand Canal located south of Washington Boulevard is a remnant of an original tidal lagoon (Ballona Lagoon), and is the only segment of the remaining canals that has yet to be rehabilitated. A sewer line runs down part of the center of this segment of Grand Canal, buried beneath its muddy bottom.

Grand Canal, designated in the certified Venice LUP as an Environmentally Sensitive Habitat Area (ESHA), is an integral part of the larger Venice Canals/Ballona Lagoon wetlands system and the Ballona Creek watershed. Grand Canal is connected to the northern end of Ballona Lagoon (Exhibit #2). Seawater enters the wetlands system through tidal gates which control the flow from the Marina del Rey entrance channel into Ballona Lagoon. The seawater then flows through Ballona Lagoon and into Grand Canal to another set of tidal gates located beneath Washington Boulevard. Grand Canal is the only hydrologic connection between Ballona Lagoon and the canals located north of Washington Boulevard (Exhibit #1).

As stated above, the certified Venice LUP designates the wetland habitat in Grand Canal as an Environmentally Sensitive Habitat Area (ESHA). Unfortunately, the wetland habitat in Grand Canal (i.e., salt marsh, sidebanks, mudflats, and marine habitat) is negatively affected by the canal's proximity to human activity, urban runoff, abundance of invasive non-native vegetation, and the scattered isolated pocket nature of the wetlands. Despite this, Grand Canal provides habitat for a variety of benthic invertebrates, fish and shorebirds [Grand Canal Wetland Enhancement Assessment, by Michael Josselyn, PhD, February 24, 1998.].

California hornshells are the dominant epifaunal organisms, although it is expected that polychaetes and mollusks live in the mud bottom of the canal. Seven species of fish have been documented and are known to inhabit the canals: Topsmelt is the most abundant species, followed by California killifish, bay pipefish, longjaw mudsuckers, halibut, arrow goby, and diamond turbot. Fish eating birds such as pelicans, egrets and green herons are often seen foraging at the water's edge. Willets, dowitchers and dabbling ducks also forage on the mud banks, while domesticated ducks are attracted by food and water left by nearby human residents. Grand Canal is a critical habitat area for the brown pelican and California least tern, Sterna antillarum browni. No other Federal or State listed endangered species are known to inhabit or to visit the Venice Canals.

Grand Canal is located approximately one mile north of the Venice Beach California least tern colony, one of the largest and most productive colonies of California least terns remaining in the state (Exhibit #2). The California least tern, Sterna antillarum browni, is a Federal and State listed endangered species. The least tern is migratory and generally arrives in the project area each year in early April, and departs in early autumn. Least terns capture small fish for their newly hatched chicks in the nearby ocean, wetlands, lagoons, and canals. These fish include northern anchovies, gobies, topsmelt, various surf perch, killifish, mosquitofish, and other lagoon and estuarine fish species.

The area surrounding the Venice Canals is developed with a variety of residential uses and visitor-serving commercial uses that cater to local residents and the thousands of coastal visitors who are attracted to Venice Beach. The Grand Canal neighborhood located south of
Washington Boulevard is a residential community consisting of multi-family and single family homes located along the open waterway. The neighborhood is located about four blocks from Venice Beach, one of the most popular visitor destinations in Los Angeles. Most of the residences front on the canals and are accessed from the rear by alleys which run behind the homes. Public walkways, which are currently severely damaged or completely deteriorated, run along both sides of Grand Canal and separate the private residences from the canal. The Venice Canals system is a popular visitor destination in Southern California.

C. Protection of Sensitive Habitat Areas and Marine Resources

The one thousand-foot long section of Grand Canal south of Washington Boulevard, where the proposed project is located, is a remnant of an original tidal lagoon (Ballona Lagoon). The canal's bottom and banks, for the most part, are comprised of soft sand and mud. Native wetland vegetation competes along the banks with introduced weeds and escaped cultivars. The certified Venice Land Use Plan (LUP) designates both Ballona Lagoon and Grand Canal as Environmentally Sensitive Habitat Areas (ESHAs - Exhibit #2).

The Commission's responsibility to protect Grand Canal and Ballona Lagoon is established by the habitat protection policies of the Coastal Act. These policies are also incorporated into the certified Venice LUP.

Section 30240 of the Coastal Act states:

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

In addition, the wetland protection policies of the Coastal Act require the protection of the biological productivity of wetland areas.

Section 30230 of the Coastal Act states:

Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

Section 30231 of the Coastal Act states:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible,
restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

The certified Venice LUP also sets forth the following policies that require the protection of the marine resources in the Venice Canals.

- **Policy IV. A. 2. Permitted Uses.** Uses permitted in or adjacent to the canals shall be implemented in a manner to protect the biological productivity of marine resources and maintain healthy populations of marine organisms. Such uses as open space, habitat management, controlled nature study and interpretation, and passive public recreation use of walkways for birdwatching, photography, and strolling shall be encouraged and promoted.

The certified Venice LUP and the Coastal Act require that all development adjacent to Grand Canal shall be compatible with the continuance of the ESHA. The Coastal Act policies of the certified LUP require that the development maintain healthy populations of marine organisms or that development shall be sited and designed to prevent impacts that would significantly degrade such areas, and that development shall be compatible with the continuance of such habitat areas.

The proposed habitat restoration project will maintain and enhance marine resources in Grand Canal and on its banks as required by the above-stated policies of the Coastal Act. Biological productivity and habitat values on the east bank will be increased by the proposed removal of all invasive and non-native vegetation and the landscaping of the bank with native vegetation. The native vegetation provides valuable habitat for native insects on which the native birds and other animals are dependent for food. Non-native vegetation has displaced many of the native plants and provides very little biological value for native animals. Therefore, only native plants typically found in the Ballena ecosystem shall be used for revegetation.

It is important that the City meticulously weed out the non-native plants in order to preserve the native plants that are already growing along the canal. This means using hand tools for vegetation removal rather than heavy equipment, grading and herbicides. Heavy machinery could also interfere with the use of the canal by foraging least terns. Preservation of the existing native plants will allow the native vegetation to re-establish itself more quickly and more successfully than it would using all imported plants from another location. Preservation of the existing native plants will also reduce the amount of new plants that the City must obtain for the revegetation of the canal bank. Therefore, in order to protect the existing native plants and reduce erosion, Special Condition Two prohibits the use of heavy machinery on the canal banks (no grading bulldozers) and herbicides.

Special Condition Two also requires the use of erosion controls, such as jute matting and silt curtains, in order to protect the waters of the canal from siltation caused by erosion of the bank. Special Condition Two requires a minimum of five years of monitoring and maintenance of the restored habitat in order to ensure that the project meets the standards and goals set forth in the "Grand Canal Restoration Report – Phase I: City and Lennar Urban Lands and Other City Lands Adjacent to Los Angeles County Residential Facility," by Maser Consulting.
P.A. (Project No. 05001547A), July 2008. Only as conditioned, is the proposed project consistent with Sections 30230 and 30231 of the Coastal Act.

Pursuant to Section 30240(b) of the Coastal Act, development adjacent to ESHAs must be compatible with the habitat and must be designed to prevent impacts that would significantly degrade the ESHA. In this case, the proposed project, as conditioned, is consistent with Section 30240 of the Coastal Act because it involves the restoration of habitat within and adjacent to the ESHA without any significant disruption of the ESHA. As conditioned, the proposed restoration project will be implemented in a manner that minimizes impacts to the existing habitat areas. Therefore, the proposed project, as conditioned, is compatible with the habitat and has been designed to prevent impacts that would degrade the ESHA.

Section 30233 of the Coastal Act permits the diking, filling or dredging of wetlands only in very limited circumstances. In this case, the proposed project involves no filling of wetlands or displacement of any habitat. In conclusion, the proposed project, as conditioned by the permit, is compatible with the habitat and has been designed to prevent impacts that would significantly degrade the ESHA.

D. Public Access and Recreation

One of the basic goals stated in the Coastal Act is to maximize public access and recreation along the coast. The public access and recreation policies of the Coastal Act require that maximum access and recreational opportunities be provided and that development shall not interfere with public access. The certified Venice LUP protects public access along the banks of all of the Venice Canals. Therefore, the proposed development must be designed to preserve and enhance existing access opportunities along Grand Canal. The proposed project is conditioned to conform with the following Coastal Act policies that protect and encourage public access and recreational use of coastal areas.

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30211 of the Coastal Act states:

Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Section 30213 of the Coastal Act states, in part:

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred.
The certified Venice LUP contains the following policies that specifically protect the existing Grand Canal public trail system:

**Policy II. C. 2. Grand Canal Pedestrian Access.** The three existing public rights-of-way from the Grand Canal to Strongs Drive and Pacific Avenue shall be improved and appropriately signed. South of Washington Boulevard, the public walkways that provide public pedestrian access along both sides of Grand Canal shall be improved and appropriately signed.

**Policy II. C. 4. Venice Canals.** The Venice Canals Walkways have been fully rehabilitated and shall be maintained for public access. The Department of Transportation shall provide signs on Venice Boulevard which direct the public to the Venice Canals Historic District and the existing Venice Canals Walkways.

The only part of the proposed project that affects the east bank Grand Canal public access path is the construction of a 57-foot long dirt (DG) path to connect the concrete walkway that runs inland of the southern segment of the project with the new DG path in the northern segment that was constructed on an easement dedicated pursuant to Coastal Development Permit 5-05-319/A5-VEN-05-320 (LNR-Lennar). The old concrete sidewalk that exists on City property in the northern segment of the project area will be removed, as it has been replaced by the new path constructed ten feet inland pursuant to Coastal Development Permit 5-05-319/A5-VEN-05-320 (LNR-Lennar). In addition, a new 42-inch high decorative fence is proposed to be installed on the water side of the concrete walkway that runs along the southern segment of the project site (Exhibit #5).

Special Condition One of the permit prohibits the City from interfering with public use of the east bank Grand Canal public access path except for the temporary disruptions that will occur during the construction of the public path connection between the northern (DG) and southern (concrete) segments of the east bank Grand Canal public access path. Only as conditioned does the proposed project comply with the public access and recreation policies of the Coastal Act.

E. Local Coastal Program

Section 30604(a) of the Coastal Act provides that the Commission shall issue a coastal development permit only if the project will not prejudice the ability of the local government having jurisdiction to prepare a Local Coastal Program (LCP) that conforms with Chapter 3 policies of the Coastal Act:

(a) Prior to certification of the Local Coastal Program, a coastal development permit shall be issued if the issuing agency, or the commission on appeal, finds that the proposed development is in conformity with the provisions of Chapter 3 (commencing with Section 30200) of this division and that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200). A denial of a coastal development permit on grounds it would prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200) shall be accompanied by a specific finding which sets forth the basis for such conclusion.
The City of Los Angeles does not have a certified Local Coastal Program for the Venice area. The City of Los Angeles Land Use Plan (LUP) for Venice was effectively certified on June 14, 2001. The proposed project, as conditioned, conforms to the policies of the certified Venice LUP. Therefore, approval of the project, as conditioned, will not prejudice the ability of the local government to prepare an LCP that is in conformity with the provisions of Chapter 3 of the Coastal Act.

F. California Environmental Quality Act (CEQA)

Section 13096 Title 14 of the California Code of Regulations requires Commission approval of a coastal development permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment.

The proposed project, as conditioned, has been found consistent with the Chapter 3 policies of the Coastal Act. All adverse impacts have been minimized by the recommended conditions of approval and there are no feasible alternatives or additional feasible mitigation measures available which would substantially lessen any significant adverse impact that the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned, can be found consistent with the requirements of the Coastal Act to conform to CEQA.
VENICE, CA

Site: Grand Canal
Exhibit 22c
Environmentally Sensitive Habitat Areas
Grand Canal Restoration Project – Phase I  
Proposed Plant Palette* for Restoration Area  

Eastside, Washington Blvd to Proposed City Park opposite Driftwood St.  

### Upland Habitat (Upper Bank and Top of Bank)  
- Artemisia californica  
- Artemisia douglasiana  
- Atriplex lentiformis  
- Ericameria ericoides  
- Eriogonum parvifolium  
- Gnaphalium canescens  
- Grindelia camporum  
- Isocoma menziesii  
- Leymus triticoides  
- Lotus scoparius  
- Phacelia ramosissima  

### Transition Habitat (Mid-Bank)  
- Anemopsis californica  
- Arthrocnemum subterminale  
- Distichlis spicata  
- Euthamia occidentalis  
- Heliotropium curassavicum  
- Hordeum depressum  
- Juncus acutus  
- Leymus triticoides  
- Malvella leprosa  
- Spergularia marina  
- Suaeda calceoliformis  
- Suaeda taxifolia  

### Salt Marsh Habitat (Lower Bank)  
- Distichlis spicata  
- Frankenia salina  
- Jaumea carnosa  
- Limonium californicum  
- Sarcocornia pacifica (Salicornia virginica)  
- Spergularia marina  

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* All donor plants are to be from populations known to be native to the Ballona Ecosystem.  

All plant material will be grown from species and genotypes local to the Ballona Ecosystem.
NOT TO SCALE

(Top Soil Notes):
1. SIX (6) INCHES OF NEW TOP SOIL SHALL BE PLACED OVER EXISTING SUBSTRATE FOLLOWING DRAINAGE OF SUBSTRATE TO IMPROVE PERCULATION.
2. NEW TOP SOIL SHALL BE STERILIZED BEFORE PLACEMENT AND FREE OF WEED SEEDS.
3. TWO GROW-KILL PERIODS SHALL BE PERFORMED TO REDUCE RESIDUAL WEED SEED BANKS. NO PESTICIDES OR HERBICIDES SHALL BE USED TO KILL ANY GERMINATED WEEDS. WEEDS ARE TO BE REMOVED MANUALLY, BY STEAM, OR BY OTHER NON-TOXIC MATERIAL.
4. THE FURNISHED NEW TOP SOIL SHALL BE FERTILE, FRAGILE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, 4 STONES LARGER THAN ONE (1) INCH IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
5. EXISTING SOIL IN UPLAND SHALL BE TESTED FOR SAUNITY AND TREATED AS NECESSARY WITH GYPSUM OR OTHER COMPOUNDS TO REDUCE SAUNITY TO ACCEPTABLE CONDITIONS FOR PROPER PLANT GROWTH.

6. THE NEW TOP SOIL pH LEVEL SHALL RANGE FROM 5.85-6.85
   \[ \text{MACRONUTRIENTS LEVEL RANGES (Pounds/Acre)} \]
   - POTASSIUM: 200-225
   - MAGNESIUM: 800-800
   - CALCIUM: 1200-1300

   \[ \text{MICRONUTRIENTS LEVEL RANGES (Parts Per Million)} \]
   - ZINC: 35-40
   - COPPER: 6.5-7.5
   - MANGANESE: 45-55
   - BORON: 12-15
   - IRON: 125-150

7. SLIGHT VARIATIONS ARE ACCEPTABLE. SOIL SAMPLING WILL BE PERFORMED ON THE PROVIDED NEW TOP SOIL.

CLEAN UP
1. PLANT CONTAINERS, WIRE, HOSES, BAGS, OR OTHER SIMILAR LANDSCAPE MATERIAL SHALL BE REMOVED DAILY KEEPING PAVED AREAS CLEAN. EXCESS SOIL, STONES, AND DEBRIS SHALL BE REMOVED FROM SITE OR DISPOSED OF AS DIRECTED BY OWNER. LAWNS AND PLANTING AREAS SHALL BE PREPARED FOR FINAL INSPECTIONS.

COASTAL COMMISSION

EXHIBIT # 4

PAGE 1 OF 1
TYPICAL CANAL TRAIL SECTION AND TOP SOIL APPLICATION METHOD

NOT TO SCALE

1. SIX (6) INCHES OF NEW TOP SOIL SHALL BE PLACED OVER EXISTING SUBSTRATE FOLLOWING DISKING OF SUBSTRATE TO IMPROVE PERCULATION.
2. NEW TOP SOIL SHALL BE STERILIZED BEFORE PLACEMENT AND FREE OF WEED SEEDS.
3. TWO GROW-KILL PERIODS SHALL BE PERFORMED TO REDUCE RESIDUAL WEED SEED BANKS. NO PESTICIDES OR HERBICIDES SHALL BE USED TO KILL ANY GERMINATED WEEDS. WEEDS ARE TO BE REMOVED MANUALLY, BY STEAM, OR BY OTHER NON-TOXIC MATERIAL.
4. THE FURNISHED NEW TOP SOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, 6 STONES LARGER THAN ONE (1) INCH IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATIER HARMFUL TO PLANT GROWTH.
5. EXISTING SOIL IN UPLAND SHAU BE TESTED FOR SALINITY AND TREATED AS NECESSARY WITH GYPSUM OR OTHER COMPOUNDS TO REDUCE SALINITY TO ACCEPTABLE CONDITIONS FOR PROPER PLANT GROWTH.
6. THE NEW TOP SOIL pH LEVEL SHALL RANGE FROM 5.85-6.85

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7. SLIGHT VARIATIONS ARE ACCEPTABLE. SOIL SAMPLING WILL BE PERFORMED ON THE PROVIDED NEW TOP SOIL CLEAN UP.

1. PLANT CONTAINERS, WIRE, HOSES, BAGS, OR OTHER SIMILAR LANDSCAPE MATERIAL SHALL BE REMOVED DAILY KEEPING PAVED AREAS CLEAN. EXCESS SOIL, STONES, AND DEBRIS SHALL BE REMOVED FROM SITE OR DISPOSED OF AS DIRECTED BY OWNER. LAWNS AND PLANTING AREAS SHALL BE PREPARED FOR FINAL INSPECTIONS.
To: Commissioners and Interested Parties

From: John Ainsworth, Deputy Director
Gary Timm, Coastal Program Manager
Charles Posner, Staff Analyst

Re: Permit Application 5-09-093 (City of Los Angeles) - Grand Canal Tide Gates.

Clarification of Special Condition Three

Special Condition Three states:

Operation of Tide Gates – Post Construction

In order to enhance tidal exchanges and improve water quality in the Venice Canals, the permittee shall coordinate the operation of the Grand Canal tide gates and the Ballona Lagoon tide gates located at the southern end of Ballona Lagoon, so that both sets of tide gates will be operated in a manner that maximizes water circulation and sustains and enhances biological productivity throughout the entire canal system. WITHIN NINETY DAYS OF COMMENCEMENT OF THE APPROVED DEVELOPMENT, the permittee shall provide the Executive Director with a tide gate schedule of operation and a report on the implementation of an automated tide gate operating schedule. Consistent with the need to limit the potential for flooding, the tide gates shall be operated in a manner that maximizes water circulation and sustains and enhances biological productivity by allowing the incoming and outgoing tides to rise and fall naturally in Ballona Lagoon, Grand Canal, and the Venice Canals north of Washington Boulevard.

The City has expressed a concern that this condition may require the City to implement an automated tide gate operation as part of this coastal development permit. This is not the intent of the condition. The intent of the condition is to: a) ensure that the tide gates are operated (manually or automatically) in a manner that maximizes water circulation in the canals by allowing the incoming and outgoing tides to rise and fall naturally, consistent with the need to limit the potential for flooding, and b) require the City to provide staff with a tide gate schedule of operation and a report on the potential for the future implementation of an automated tide gate operating schedule, should funding allow. Special Condition Three does not require the City to automate the tide gates.
APPLICATION NUMBER: 5-09-093

APPLICANT: City of Los Angeles Department of Public Works

AGENT: William Jones, Environmental Specialist

PROJECT LOCATION: 200 Washington Boulevard (at Grand Canal bridge), Venice, City of Los Angeles, Los Angeles County.

PROJECT DESCRIPTION: Replace the five existing Grand Canal tide sluice gates in the same location with new tide gates, including structural repairs to the existing gate supports and water pipes. The project will be done in two phases using temporary cofferdams so there will be no reduction in canal flushing.

LOCAL APPROVAL: City of Los Angeles Emergency Repair Project No. E6000907.

SUMMARY OF STAFF RECOMMENDATION

The proposed project is within the Commission’s area of original jurisdiction (wetlands and submerged lands in Grand Canal) and in an environmentally sensitive habitat area (ESHA). The tide gates control flooding and regulate tidal flushing (with seawater) in the Venice Canal system north of Washington Boulevard. The City states that the tide gate replacement project is an emergency action that must be implemented as soon as possible in order to maintain service essential to public health and safety because the existing tide gates are deteriorated and inoperable.

Staff is recommending that the Commission APPROVE a coastal development permit for the proposed development with special conditions that minimize adverse impacts to water quality and sensitive habitat areas. The special conditions require the permittee to continue regular canal flushing (at least twice a week) and to implement measures to minimize adverse environmental impacts during the project, and to develop and implement a post-project automated tide gate schedule in order to enhance water quality and biological productivity. The recommended special conditions begin on Page Three. See Page Two for the motion to carry out the staff recommendation. The applicant agrees with the recommendation.
SUBSTANTIVE FILE DOCUMENTS:

2. Coastal Development Permit 5-91-584 & amendments (City of LA – Venice Canals).
3. Coastal Development Permit 5-01-289 (City of LA – Grand Canal Restoration).
4. Coastal Development Permit 5-06-236 (City of LA – Grand Canal Pump Station).
5. Coastal Development Permit 5-08-294 (City of LA - Ballona Lagoon West Bank Rest.).

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution to APPROVE the coastal development permit with special conditions:

MOTION: "I move that the Commission approve with special conditions Coastal Development Permit 5-09-093 per the staff recommendation."

The staff recommends a YES vote. Passage of the motion will result in APPROVAL of the coastal development permit application with special conditions, and adoption of the following resolution and findings, as set forth in this staff report or as modified by staff prior to the Commission's vote. The motion passes only by an affirmative vote of a majority of Commissioners present.

I. Resolution: Approval with Conditions

The Commission hereby APPROVES a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act and will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

II. Standard Conditions

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. Expiration. If development has not commenced, the permit will expire two years from the date this permit is reported to the Commission. Development shall be pursued in a
diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

### III. Special Conditions

1. **Project Timing**

   In order to minimize adverse impacts on least tern foraging in Grand Canal during the least tern nesting season (March-October), the approved project shall be completed, including removal of the temporary coffer dams and restoration of the site to its pre-project condition, prior to the end of February 2010. The permittee shall notify the Executive Director in writing of the commencement of the approved project, and also upon completion.

2. **Operation of Tide Gates – During Construction**

   This permit does not authorize any reduction in the canal flushing schedule. During the entire tide gate replacement project approved by this coastal development permit (including installation and removal of the cofferdams), the permittee is required to maintain water quality and biological productivity in the Venice Canals north of Washington Boulevard by regularly opening the tide gates to allow flushing with seawater from the canal segment south of Washington Boulevard (Ballona Lagoon). Consistent with the need to limit the potential for flooding, the tide gates shall be operated in a manner that maximizes water circulation and sustains and enhances biological productivity.

3. **Operation of Tide Gates – Post Construction**

   In order to enhance tidal exchanges and improve water quality in the Venice Canals, the permittee shall coordinate the operation of the Grand Canal tide gates and the Ballona Lagoon tide gates located at the southern end of Ballona Lagoon, so that both sets of tide gates will be operated in a manner that maximizes water circulation and sustains and enhances biological productivity throughout the entire canal system. **WITHIN NINETY DAYS OF COMMENCEMENT OF THE APPROVED DEVELOPMENT,** the permittee shall provide the Executive Director with a tide gate schedule of operation and a report on the implementation of an automated tide gate operating schedule. Consistent with the need to limit the potential for flooding, the tide gates shall be operated in a manner that maximizes water circulation and sustains and enhances biological productivity by allowing...
the incoming and outgoing tides to rise and fall naturally in Ballona Lagoon, Grand Canal, and the Venice Canals north of Washington Boulevard.

4. Protection of Marine Resources

The permittee shall implement the following project staging and construction best management practices in order to minimize adverse environmental impacts and the unpermitted deposition, spill or discharge of any liquid or solid into coastal waters (which include Ballona Lagoon and the Venice Canals):

A. Construction staging activities and equipment and materials storage areas shall not be located on any beach, wetland or environmentally sensitive habitat area, except as specifically permitted by this coastal development permit.

B. The storage or stockpiling of soil, silt, other organic or earthen materials, or any materials and chemicals related to the construction, shall not occur where such materials/chemicals could pass into coastal waters. Any spills of construction equipment fluids or other hazardous materials shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.

C. No large mechanical equipment or vehicles are permitted in the canal. Large mechanical equipment (e.g., vehicles and cranes) shall be restricted to the bridge and adjacent roads.

D. Sheet piling shall be driven by vibration methods to minimize noise impacts.

E. Fish and wildlife shall be removed with care from the work area, especially during the dewatering phase.

F. Construction equipment and vehicles shall be inspected daily to ensure there are no leaking fluids. If there are leaking fluids, the construction equipment shall be serviced immediately. Equipment and machinery shall be serviced, fueled, maintained and washed only in confined areas specifically designed to control runoff and prevent discharges into coastal waters. Thinner, oils or solvents shall not be discharged onto the ground or into sanitary or storm sewer systems.

G. Washout from concrete trucks shall be disposed of at a location not subject to runoff and more than fifty feet away from all stormdrains, open ditches and surface waters.

H. All floatable debris and trash generated by construction activities within the project area shall be disposed of at the end of each day, or as soon as possible.

I. Measures to control erosion must be implemented at the end of each day's work.

The City shall include the requirements of this condition on all plans and contracts issued for the project. The permittee shall implement and carry out the project staging and construction plan during all construction, staging and cleaning activities.
5. **Protection and Restoration of Native Vegetation**

In order to protect native plants and habitat near the work area from damage, the permittee shall erect construction fencing, prior to commencement of construction, along the borders of the approved work area. Any areas of native vegetation that are disturbed by the project shall be restored with native plants that are appropriate for the canal habitat, consistent with the recommendations set forth in the Biological Assessment Report, Venice Tide Gates Emergency Replacement (E60000907), by Wm. Jones, City of Los Angeles Bureau of Engineering (5/5/2009). The restored vegetation areas shall be monitored for at least two years in order to ensure full restoration of the site to its condition prior to the project.

6. **Public Access along Grand Canal**

Except for the temporary disruptions that will occur during the completion of the approved development, the permittee shall not interfere with public pedestrian access along the sidewalks that run along the east and west banks of Grand Canal.

7. **Resource Agencies**

The permittee shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

8. **Permit Compliance**

All development must occur in strict compliance with the proposal as set forth in the application, subject to any special conditions imposed herein. Any deviation from the approved plans must be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is necessary pursuant to the requirements of the Coastal Act and the California Code of Regulations. No changes to the approved plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.
IV. Findings and Declarations

The Commission hereby finds and declares:

A. Project Description

The proposed project is the removal of five existing tide gates in Grand Canal and their replacement with five new tide gates in the same location (See Exhibits). The tide gates are necessary to control flooding and regulate tidal flushing (seawater) in the Venice Canal system north of Washington Boulevard. The proposed work includes structural repairs to the existing concrete and steel tide gate supports that are attached to the Washington Street Bridge, and repairs to the five 36-inch diameter water pipes that run under the bridge (Exhibit #4). A wooden platform, located above the tide gates and next to the bridge, will be removed and replaced in the same location. Electrical circuitry will be replaced so that the tide gates can be automatically operated, instead of opened and closed manually as has been the practice in the past. The City states that the existing tide gates are deteriorated and inoperable.

The streets next to the project (Washington Boulevard and Strongs Drive) will be used for construction staging and equipment storage (Exhibit #3). The project will be carried out in two phases using two temporary cofferdams so there will be no reduction in the amount of canal flushing. The City plans to commence construction immediately upon receipt of the coastal development permit because the project has been deemed an emergency action that must be implemented as soon as possible. The proposed project is expected to take less than three months to complete.

The certified Venice LUP designates Grand Canal as an Environmentally Sensitive Habitat Area (ESHA). Therefore, the City has proposed to minimize construction impacts by carrying out the proposed project in two phases so that water quality and biological productivity will not be adversely affected. Tidal flushing of the canals will continue during the entire project (at least two times a week) as the proposed phasing plan will keep at least two of the five water pipes open so that the tides can come and go. Phase One involves the construction of a temporary semi-circular cofferdam (using sheet piles) around two of the tide gates (Gates G4 and G5), plugging their two associated water pipes, dewatering the work area within the cofferdam, then making the necessary repairs and parts replacements (Exhibit #3). Sheet piling was selected in lieu of sandbags for construction of the two temporary cofferdams in order to minimize the cofferdams’ footprints. Phase Two will commence once the temporary cofferdam used in Phase One is removed. Phase Two involves the construction of the second temporary semi-circular cofferdam (using sheet piles) around three of the tide gates (Gates G1, G2 and G3), plugging their three associated water pipes, dewatering the work area within the cofferdam, and making the necessary repairs and parts replacements.

B. Grand Canal

The Venice Canals are a unique cultural, historic and scenic resource of Southern California. The canals, which were created out of marshland as part of the "Venice of America" subdivision in 1905, provide a sense of character and history for the Venice community. They also provide public access, recreation, and wildlife habitat. The canals, along with adjacent Ballona Lagoon, support some of the last remaining pockets of coastal wetland habitat in Los Angeles County.
The canals system fell into disrepair in the 1920s, and many of the original canals were filled by the City in 1927. The residents in the area have been attempting to restore the remaining canals since the 1960s. The Venice Canals located north of Washington Boulevard were rehabilitated in the mid-1990s (see Coastal Development Permit 5-91-584 & amendments). The section of Grand Canal located south of Washington Boulevard is a remnant of an original tidal lagoon (Ballona Lagoon), and is the only segment of the remaining canals that has yet to be rehabilitated.

Grand Canal is an integral part of the larger Venice Canals/Ballona Lagoon wetlands system and the Ballona Creek watershed. Grand Canal is connected to the northern end of Ballona Lagoon (Exhibit #2). Seawater enters the wetlands system through tide gates which control the flow from the Marina del Rey entrance channel into Ballona Lagoon. The seawater then flows through Ballona Lagoon and into Grand Canal to a second set of tide gates (the gates subject to this permit application) located beneath Washington Boulevard. Grand Canal is the only hydrologic connection between Ballona Lagoon and the canals located north of Washington Boulevard (Exhibit #1).
As stated above, the certified Venice LUP designates the wetland habitat in Grand Canal as an Environmentally Sensitive Habitat Area (ESHA). Unfortunately, the wetland habitat in Grand Canal (i.e., salt marsh, sidebanks, mudflats, and marine habitat) is negatively affected by the canal's proximity to human activity, urban runoff, abundance of invasive non-native vegetation, and the scattered isolated pocket nature of the wetlands. Despite this, Grand Canal provides habitat for a variety of benthic invertebrates, fish and shorebirds [Grand Canal Wetland Enhancement Assessment, by Michael Josselyn, PhD, February 24, 1998.].

California hornshells are the dominant epifaunal organisms, although it is expected that polychaetes and mollusks live in the mud bottom of the canal. Seven species of fish have been documented and are known to inhabit the canals: Topsmelt is the most abundant species, followed by California killifish, bay pipefish, longjaw mudsuckers, halibut, arrow goby, and diamond turbot. Fish eating birds such as pelicans, egrets and green herons are often seen foraging at the water's edge. Willets, dowitchers and dabbling ducks also forage on the mud banks, while domesticated ducks are attracted by food and water left by nearby human residents. Grand Canal is a critical habitat area for the brown pelican and California least tern, Sterna antillarum browni. No other Federal or State listed endangered species are known to inhabit or to visit the Venice Canals.

Grand Canal is located approximately one mile north of the Venice Beach California least tern colony, one of the largest and most productive colonies of California least terns remaining in the state (Exhibit #1). The California least tern, Sterna antillarum browni, is a Federal and State listed endangered species. The least tern is migratory and generally arrives in the project area each year in early April, and departs in early autumn. Least terns capture small fish for their newly hatched chicks in the nearby ocean, wetlands, lagoons, and canals. These fish include northern anchovies, gobies, topsmelt, various surf perch, killifish, mosquitofish, and other lagoon and estuarine fish species.

The Venice Canals system is a popular visitor destination in Southern California. The area surrounding the Venice Canals is developed with a variety of residential uses and visitor-serving commercial uses that cater to local residents and the thousands of coastal visitors who are attracted to Venice Beach. The Grand Canal neighborhoods located north and south of Washington Boulevard are residential communities consisting of multi-family and single family homes located along the open waterway. Grand Canal is located about two blocks from Venice Beach, one of the most popular visitor destinations in Los Angeles. Most of the residences front on the canals and are accessed from the rear by alleys which run behind the homes. Public walkways that run along both sides of Grand Canal separate the private residences from the canal.

C. Protection of Sensitive Habitat Areas and Marine Resources

Grand Canal is the seawater connection between Ballona Lagoon and the Venice Canals located north of Washington Boulevard (Exhibit #1). The two thousand-foot long section of Grand Canal south of Washington Boulevard is a remnant of an original tidal lagoon (Ballona Lagoon). The two thousand-foot long section of Grand Canal north of Washington Boulevard was created out of marshland as part of the "Venice of America" subdivision in 1905. The set of five tide gates subject to this permit application, at the Washington Boulevard bridge, control the flow of seawater between the northern and southern segments of Grand Canal (Exhibit #2). The canal's bottom and banks, for the most part, are comprised of soft sand and mud.
Native wetland vegetation competes along the banks with introduced weeds and escaped cultivars. The certified Venice Land Use Plan (LUP) designates both Ballona Lagoon and Grand Canal as Environmentally Sensitive Habitat Areas (ESHAs).

The Commission’s responsibility to protect Grand Canal and Ballona Lagoon is established by the habitat protection policies of the Coastal Act. These policies are also incorporated into the certified Venice LUP.

Section 30240 of the Coastal Act states:

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

In addition, the Coastal Act requires the protection of the biological productivity of coastal waters and wetland areas.

Section 30230 of the Coastal Act states:

Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

Section 30231 of the Coastal Act states:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

The certified Venice Land Use Plan (LUP) also sets forth the following policies that require the protection of the marine resources in the Venice Canals. Certified LUP Policy IV.A.1 specifically requires that, “The canal tidal gates located beneath the Washington Boulevard bridge shall be operated in a manner that sustains and enhances biological productivity in the canals by ensuring maximum water circulation.”
Policy IV. A. 1. Canals Rehabilitation Project. The canal area north of Washington Boulevard shall continue to be maintained as a unique coastal, environmental and social resource, as provided by the Venice Canals Rehabilitation Plan approved by Coastal Commission Coastal Development Permit 5-91-584. The goals and objectives of the rehabilitation plan shall continue to be implemented in order to improve water quality, bank stability, public access, and biological productivity. The canal tidal gates located beneath the Washington Boulevard bridge shall be operated in a manner that sustains and enhances biological productivity in the canals by ensuring maximum water circulation.

Policy IV. A. 2. Permitted Uses. Uses permitted in or adjacent to the canals shall be implemented in a manner to protect the biological productivity of marine resources and maintain healthy populations of marine organisms. Such uses as open space, habitat management, controlled nature study and interpretation, and passive public recreation use of walkways for birdwatching, photography, and strolling shall be encouraged and promoted.

Grand Canal and the rest of the Venice Canals are part of the Ballona Lagoon seawater system. Ballona Lagoon is connected to the southern end of Grand Canal (Exhibit #2). The northern Venice Canals are connected to Grand Canal (the segment south of Washington Boulevard) by five three-foot diameter pipes that pass beneath the Washington Boulevard Bridge. The pipes have slide gates on the north side of Washington Boulevard that are operated by the City of Los Angeles to allow flushing of the Venice Canals. All of the water in the Venice Canals, except for discharges from stormdrains and other sources, originates in the Marina del Rey entrance channel and must pass through Ballona Lagoon and Grand Canal before it reaches the furthest northern reaches of the canals system. The water from the canals is also discharged through the same tide gates during outgoing tides.

The proposed project involves the replacement of these five tide gates in the same location, on the north side of the Washington Boulevard bridge. The City has proposed to minimize construction impacts by carrying out the proposed project in two phases so that tidal flushing of the canals will continue during the entire project (at least two times a week). The proposed phasing plan will keep at least two of the five water pipes open for regular flushing. Each phase involves the construction of a temporary semi-circular cofferdam (using sheet piles) and dewatering the work area within the cofferdam, keeping at least two of the five water pipes open as the project is completed (Exhibit #3). Sheet piling was selected in lieu of sandbags for construction of the two temporary cofferdams in order to minimize the cofferdams' footprints. The work area of the two phases extends about twenty feet north of the bridge and will temporarily impact 336 square feet of submerged canal area. About seventy square feet of the canal banks will be temporarily affected by the project. There is no new permanent fill or permanent habitat displacement proposed.

Water quality and biological productivity in the canals will not be adversely affected by the proposed project. Special Condition Two requires the City to maintain water quality and biological productivity in the Venice Canals during the project by regularly flushing the canals with seawater. The proposed project will benefit the ESHA by replacing dilapidated tide gates with new ones that can operate automatically in a manner that sustains and enhances biological productivity in the canals by ensuring maximum water circulation, as required by the policies of the Coastal Act and the certified LUP. Special Condition Three requires the City to coordinate.
the operation of the Grand Canal tide gates and the Ballona Lagoon tide gates located at the southern end of Ballona Lagoon, so that both sets of tide gates will be operated in a manner that maximizes water circulation and sustains and enhances biological productivity throughout the entire canal system. The City is also required to provide the Executive Director with a tide gate schedule of operation and a report on the implementation of an automated tide gate operating schedule. The standard for the tide gate schedule is that the tide gates shall be operated in a manner that maximizes water circulation and sustains and enhances biological productivity by allowing the incoming and outgoing tides to rise and fall naturally, consistent with the need to limit the potential for flooding. Only as conditioned does the proposed project comply with the ESHA and marine resource policies of the Coastal Act.

The Ballona Wetlands system is habitat for many species of marine biota, including the state and federally listed endangered least tern. Section 30240, 30230 and 30231 of the Coastal Act protect sensitive habitat and marine resources from the negative effects of development. The proposed project also includes provisions to minimize the adverse impacts of the proposed construction of the cofferdams. These mitigating construction measures include standard best management practices to protect the waters of the canal from polluted runoff and the following specific restrictions:

- No large mechanical equipment or vehicles are permitted in the canal. Large mechanical equipment (e.g., vehicles and cranes) shall be restricted to the bridge and adjacent roads.
- Sheet piling shall be driven by vibration methods to minimize noise impacts.
- Fish and wildlife shall be removed with care from the work area, especially during the dewatering phase.

Special Condition Five requires the City to protect and restore native vegetation consistent with the recommendations set forth in the Biological Assessment Report, Venice Tide Gates Emergency Replacement (E6000907), by Wm. Jones, City of Los Angeles Bureau of Engineering (5/5/2009). This report identifies native plants that will be temporarily impacted in the project area, including saltbush, pickleweed, sea lettuce, and filamentous algae. No eelgrass was reported to be present in the project area. Any areas of native vegetation that are disturbed by the project must be restored with native plants that are appropriate for the canal habitat. The restored vegetation areas will be monitored for at least two years. Only as conditioned does the proposed project comply with the ESHA and marine resource policies of the Coastal Act.

In order to prevent the proposed project from adversely affecting the foraging ability of the California least tern in Grand Canal, Special Condition One requires the City to complete the approved project, including removal of the temporary coffer dams and restoration of the site to its pre-project condition (except for ongoing monitoring of vegetation), prior to the end of February 2010 when least tern nesting commences. Only as conditioned does the proposed project comply with the ESHA and marine resource policies of the Coastal Act.

Section 30233 of the Coastal Act permits the diking, filling or dredging of wetlands only in very limited circumstances. In this case, the proposed project involves no permanent filling of wetlands or permanent displacement of any habitat, as the impacts of the proposed project will be temporary. The temporary impacts to marine resources will be adequately mitigated by the
measures already incorporated into the design of the proposed project and by the special conditions of the permit. Therefore, the proposed project, as conditioned by the permit, is compatible with the habitat and has been designed to prevent impacts that would significantly degrade the ESHA. The disruption of the existing ESHA by the proposed project has been reduced below a level of significance by the proposed construction plans and by the special conditions of the permit.

D. Public Access and Recreation

One of the basic goals stated in the Coastal Act is to maximize public access and recreation along the coast. The public access and recreation policies of the Coastal Act require that maximum access and recreational opportunities be provided and that development shall not interfere with public access. The certified Venice LUP protects public access along the banks of all of the Venice Canals. Therefore, the proposed development must be designed to preserve and enhance existing access opportunities along Grand Canal. The proposed project is conditioned to conform with the following Coastal Act policies that protect and encourage public access and recreational use of coastal areas.

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30211 of the Coastal Act states:

Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Section 30213 of the Coastal Act states, in part:

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred.

The certified Venice LUP contains the following policies that specifically protect the existing Grand Canal public trail system:

Policy II. C. 2. Grand Canal Pedestrian Access. The three existing public rights-of-way from the Grand Canal to Strongs Drive and Pacific Avenue shall be improved and appropriately signed. South of Washington Boulevard, the public walkways that provide public pedestrian access along both sides of Grand Canal shall be improved and appropriately signed.

Policy II. C. 4. Venice Canals. The Venice Canals Walkways have been fully rehabilitated and shall be maintained for public access. The Department of
Transportation shall provide signs on Venice Boulevard which direct the public to the Venice Canals Historic District and the existing Venice Canals Walkways.

In regards to the public access resources at the project site, public walkways currently exist along both banks of Grand Canal. The walkways are part of the Grand Canal/Ballona Lagoon public trail system described in the certified Venice Land Use Plan. The proposed project may temporarily close the public sidewalks north of the bridge while two phases of the project are being completed, but both phases of the project will be completed in less than three months, and only one side of the canal should be closed during each phase.

Special Condition Six of the permit prohibits the City from interfering with public use of the sidewalk, except for the temporary disruptions that will occur during the project. Only as conditioned does the proposed project comply with the public access and recreation policies of the Coastal Act.

E. Hazards

The Coastal Act states that new development must minimize risks to life and property in certain hazardous areas and not create or contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area.

Section 30253 of the Coastal Act states, in part:

New development shall:

(I) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.

(2) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

Developments located in or near the ocean have the potential for damage caused by wave energy, floods, seismic events, storms and erosion. No development near the water can be guaranteed to be safe from hazard. The proposed project is located within Grand Canal, a coastal waterway. The project area is susceptible to flooding due to its low elevation in relation to sea level. In the past, periods of heavy precipitation occurring at the same time as high tidal levels have resulted in higher than normal tide levels. The City and county operate tidal gates to control the water level in the canals. One purpose of the proposed project is to protect the public from flooding. In addition, the sandy substrata beneath the site make the area susceptible to liquefaction during seismic events. Although the proposed project is in an area at high risk from hazards, the project will not create or contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area. Therefore, the proposed project is consistent with Section 30253 of the Coastal Act.
F. Local Coastal Program

Section 30604(a) of the Coastal Act provides that the Commission shall issue a coastal development permit only if the project will not prejudice the ability of the local government having jurisdiction to prepare a Local Coastal Program (LCP) that conforms with Chapter 3 policies of the Coastal Act:

(a) Prior to certification of the Local Coastal Program, a coastal development permit shall be issued if the issuing agency, or the commission on appeal, finds that the proposed development is in conformity with the provisions of Chapter 3 (commencing with Section 30200) of this division and that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200). A denial of a coastal development permit on grounds it would prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200) shall be accompanied by a specific finding which sets forth the basis for such conclusion.

The City of Los Angeles does not have a certified Local Coastal Program for the Venice area. The City of Los Angeles Land Use Plan (LUP) for Venice was effectively certified on June 14, 2001. The proposed project, as conditioned, conforms to the policies of the certified Venice LUP. Therefore, approval of the project, as conditioned, will not prejudice the ability of the local government to prepare an LCP that is in conformity with the provisions of Chapter 3 of the Coastal Act.

G. California Environmental Quality Act (CEQA)

Section 13096 Title 14 of the California Code of Regulations requires Commission approval of a coastal development permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment.

The City of Los Angeles is the lead agency for the proposed project. On November 3, 2008, the City of Los Angeles Department of Public Works issued an Emergency Notice of Exemption for the proposed project finding that, "This project involves emergency repairs made to public service facilities, necessary to maintain service essential to the public health, safety or welfare." The proposed project, as conditioned, has been found consistent with the Chapter 3 policies of the Coastal Act. All adverse impacts have been minimized by the recommended conditions of approval and there are no feasible alternatives or additional feasible mitigation measures available which would substantially lessen any significant adverse impact that the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned, can be found consistent with the requirements of the Coastal Act to conform to CEQA.
CONSTRUCTION LAYDOWN
AREA

WORK AREA A
COFFERDAM A
COFFERDAM B
WORK AREA B
LIMIT OF WORK AREA

CONSTRUCTION LAYDOWN AREA
(EX) PARKING LANE ONLY

PHASE I:
1. INSTALL FOR HIGH TIDE WATER COFFERDAM A
2. INSTALL THE PLUGS A1 AND A2
3. DETOUR THE WORK AREA A
4. DISCONNECT AND CAP THE EXISTING ELECTRICAL CONDUITS FOR GATES G1 & G2
5. REMOVE THE EXISTING G1, G2 & G3 GATES AND OPERATORS
6. INSTALL THE NEW GATES IN WORK AREA A PER CRANE II (P2) DETAIL ON SHEET C-2
7. INSTALL THE NEW GATES AND OPERATORS FOR GATES G1 & G2
8. RECONNECT THE ELECTRICAL CONDUITS FOR GATES G1 & G2
9. REMOVE THE PLUGS A1 AND A2
10. REMOVE THE COFFERDAM A

PHASE II:
11. INSTALL FOR HIGH TIDE WATER COFFERDAM A
12. INSTALL THE PLUGS A1, A2, AND A3
13. DETOUR THE WORK AREA A
14. DISCONNECT AND CAP THE EXISTING ELECTRICAL CONDUITS FOR GATES G1, G2 & G3
15. REMOVE THE EXISTING GATES G1, G2 & G3 AND OPERATORS
16. REPAIR THE HEADWALL IN WORK AREA A PER CRANE II (P2) DETAIL ON SHEET C-2
17. INSTALL THE NEW GATES AND OPERATORS FOR GATES G1, G2 & G3
18. RECONNECT THE ELECTRICAL CONDUITS FOR GATES G1, G2 & G3
19. REMOVE THE PLUGS A1, A2, AND A3
20. REMOVE THE COFFERDAM A

COASTAL COMMISSION
5-09-09
EXHIBIT #3
PAGE 1 OF 1
PRoE P!CITlON COVERS

C0N'SON 1.

(SECTION A-A

EXISTING 36" OA, GOM, GAP
CULVERT (6 PLACES)

EXISTING 6" CONC. HEADWALL

EXISTING 10" POWER & TELEPHONE RODS (AND) LEADS SENSOR CONDUIT TO CONTROL, P.O.S.

NOW SIDE ULTRASONIC SENSOR & HOUSING

EX. NORTH CONC. HEADWALL

INSTALL NEW ANCHOR ANGLE FRAME SUPPORT ON TOP OF
EXIST. HEADWALL

EXISTING 10" POWER & TELEPHONE RODS (AND) LEADS SENSOR CONDUIT TO CONTROL, P.O.S.

EXISTING CONCRETE W/ anchored ANCHOR BOLTS 8" PER PLANK (20 BOLTS)

EXISTING CONCRETE PER D-4914

SECTION B-B

COASTAL COMMISSION

5-09-093

EXHIBIT # 4

PAGE I OF I
SOUTH COAST DISTRICT
DEPUTY DIRECTOR'S REPORT

For the
June Meeting of the California Coastal Commission

MEMORANDUM

Date: June 04, 2014

TO: Commissioners and Interested Parties

FROM: For Los Angeles Co.: John (Jack) Ainsworth, South Coast District Senior Deputy Director

SUBJECT: Deputy Director's Report

Following is a listing for the waivers, emergency permits, immaterial amendments and extensions issued by the South Coast District Office for the June 2014 Coastal Commission hearing. Copies of the applicable items are attached for your review. Each item includes a listing of the applicants involved, a description of the proposed development, and a project location.

Pursuant to the Commission's direction and adopted procedures, appropriate notice materials were sent to all applicants for posting at the project site. Additionally, these items have been posted at the District office and are available for public review and comment.

This report may also contain additional correspondence and/or any additional staff memorandum concerning the items to be heard on today's agenda for the South Coast District.
SOUTH COAST DISTRICT DEPUTY DIRECTOR'S REPORT CONTINUED

DETAIL OF ATTACHED MATERIALS

REPORT OF DE MINIMIS WAIVERS

The Executive Director has determined that the following developments do not require a coastal development permit pursuant to Section 30624.7 of the California Coastal Act of 1976.

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project Description</th>
<th>Project Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-14-0560-W</td>
<td>Restore eroded Grand Canal West Bank slopes at five street ends, Anchorage Street, Driftwood Street, Eastwind Street, Fleet Street and Galleon Street</td>
<td>Grand Canal Esplanade, Venice, CA 90291</td>
</tr>
<tr>
<td>5-14-0660-W</td>
<td>Demolition of existing 1422 sq. ft. duplex and attached two-car garage and construction of three-story over basement plus roofdeck 30' high 4,620 sq. ft. single family residence, two-car garage, landscaping, and perimeter walls/fencing</td>
<td>132 33rd St, Hermosa Beach, CA 90254</td>
</tr>
<tr>
<td>S-14-0682-W</td>
<td>Water quality and circulation improvements in Rainbow Lagoon including repair and replacement of underground mechanical pumps in two vaults; reinforced concrete in vaults; and installation of stainless steel reinforcement plates in three skimmer baskets</td>
<td>Shoreline Drive &amp; Pine Ave (Rainbow Lagoon) Long Beach, CA</td>
</tr>
</tbody>
</table>

City of Los Angeles Department of Public Works Bureau of Engineering, Attn: Ding Lee

White Sands Coastal Development

City of Long Beach, Attn: Eric Lopez
SUBJECT: Waiver of Coastal Development Permit Requirement/De Minimis Developments-Section 30624.7 of the Coastal Act

Based on your project plans and information provided in your permit application for the development described below, the Executive Director of the Coastal Commission hereby waives the requirement for a Coastal Development Permit pursuant to Section 13238.1, Title 14, California Code of Regulations. If, at a later date, this information is found to be incorrect or the plans revised, this decision will become invalid; and, any development occurring must cease until a coastal development permit is obtained or any discrepancy is resolved in writing.

WAIVER#: 5-14-0560 APPLICANT: City of Los Angeles Department of Public Works

LOCATION: Grand Canal Esplanade street ends at Anchorage, Driftwood, Eastwind, Fleet and Galleon streets and confluence of Ballona Lagoon and Grand Canal.

PROPOSED DEVELOPMENT: Repair and reconstruct storm drain pipes and outlets, curbs, gutters, sidewalks and street end surfaces and install new catch basins at street ends. Replace eroded soil on slopes and fill voids under sidewalk foundations. Remove non-native vegetation and replace eroded soil on the canal slopes at the street ends. Restore slopes at street ends with native, intertidal and coastal strand vegetation. Replace protective riprap, refill washed out void under sidewalk, remove non-native vegetation and plant native vegetation at the confluence of Ballona Lagoon and Grand Canal. Street end fencing will be removed during work and replaced at completion of work.

RATIONALE: The banks of the Grand Canal are designated as an Environmentally Sensitive Habitat Area. The specified locations have been severely eroded by uncontrolled storm water runoff and tidal action. In some locations, the banks have eroded to below the mean high tide line. This has resulted in deep gullies and sheer drop-offs of 2’ - 3’ in height and 3’ - 20’ in length along the sidewalks causing a public safety hazard. Additionally, the erosion has impaired coastal strand and intertidal habitat along the canal banks. Sedimentation and increased nutrient load from runoff can increase Biochemical Oxygen Demand and stress fish and invertebrate life in the canal. These disturbances encourage weed growth that competes with native plant species and diminish habitat value. The proposed development is designed within the footprint of the existing development. The drainage control component of the project is necessary to repair and protect the canal banks. The biological Assessment Report (by Wm. Jones, 11/12/2013) for the Project states that 125 square feet of native and 24 square feet of non-native vegetation will be removed and that the area of terrestrial habitat to be restored, including the restoration and replacement of removed native vegetation, is 458 square feet. The report further states that the area of permanent impact will be the pipe outlets and riprap mat energy dissipaters, located at the storm drain pipe outlets at the five street ends is approximately 13 square feet. The proposal includes construction BMPs to prevent discharges and other adverse impacts to the waterway. As proposed, the project will not have significant adverse impacts to sensitive habitat, water quality or marine resources. The project will maintain the existing continuous public access trail on the west bank of the Grand Canal. Therefore, the proposed project is consistent with the Chapter 3 policies of the Coastal Act and previous Commission approvals, and will not prejudice the City’s ability to prepare an LCP.

This waiver will not become effective until reported to the Commission at their June 11 – 13, 2014 meeting and the site of the proposed development has been appropriately noticed, pursuant to 13054(b) of the California Code of Regulations. The enclosed Notice Card shall remain posted at the site until the waiver has been validated and no less than seven days prior to the Commission hearing. If four (4) Commissioners object to this waiver of permit requirements, a coastal development permit will be required.

CHARLES LESTER
Executive Director
cc: Commissioners/File

by: Shannon Vaughn
Coastal Program Analyst
SUBJECT: Waiver of Coastal Development Permit Requirement/De Minimis Developments-Section 30624.7 of the Coastal Act

Based on your project plans and information provided in your permit application for the development described below, the Executive Director of the Coastal Commission hereby waives the requirement for a Coastal Development Permit pursuant to Section 13238.1, Title 14, California Code of Regulations. If, at a later date, this information is found to be incorrect or the plans revised, this decision will become invalid; and any development occurring must cease until a coastal development permit is obtained or any discrepancy is resolved in writing.

WAIVER: 5-14-0660-W APPLICANT: 33rd Street LP (Brett Malkin)

LOCATION: 132 33rd Street, City of Hermosa Beach, County of Los Angeles

PROPOSED DEVELOPMENT: Demolition of existing 1422 sq. ft. duplex and attached two-car garage and construction of three-story over basement plus roofdeck 30' high 4,620 sq. ft. single family residence, two-car garage, landscaping, and perimeter walls/fencing.

RATIONALE: The proposed project, which is located two blocks inland of the beach, has received an Approval in Concept from the City of Hermosa Beach Community Development Department (4/15/14) and is consistent with the R-3 (Multiple Family Residential) zoning designation and the surrounding land uses. The existing structure has not been deemed by any local or state jurisdiction to be important to the history, architecture or culture of the area, and the structure is not listed on any register of historic structures. The proposed development will have a two-car garage and additional uncovered guest parking space on concrete in the driveway, accessible from the alley designated as 33rd Place. The roof features gutters and downspouts which conduct water to the City drainage system. Best management practices for water quality have been implemented in the construction plan. All proposed landscaping features native or non-native drought tolerant non-invasive species. The graded material will be exported to a commercial dirt excavation dump site outside of the coastal zone. The proposed development will not result in adverse impacts to public coastal access, coastal resources, public recreation, public coastal views, or water quality. Also, the proposed development will not prejudice the City's ability to prepare a Certified LCP, and is consistent with past Commission actions in the area and Chapter 3 policies of the Coastal Act.

This waiver will not become effective until reported to the Commission at the June 13, 2014 hearing and the site of the proposed development has been appropriately noticed, pursuant to 13054(b) of the California Code of Regulations. The enclosed Notice Card shall remain posted at the site until the waiver has been validated and no less than seven days prior to the Commission hearing. If four (4) Commissioners object to this waiver of permit requirements, a coastal development permit will be required.

CHARLES LESTER
Executive Director

by: ZACH REHM
Coastal Program Analyst

cc: Commissioners/File
Eric Lopez  
City of Long Beach  
333 W. Ocean Blvd.  
Long Beach, CA 90802

SUBJECT: Waiver of Coastal Development Permit Requirement/De Minimis Developments-Section 30624.7 of the Coastal Act

Based on your project plans and information provided in your permit application for the development described below, the Executive Director of the Coastal Commission hereby waives the requirement for a Coastal Development Permit pursuant to Section 13238.1, Title 14, California Code of Regulations. If, at a later date, this information is found to be incorrect or the plans revised, this decision will become invalid; and, any development occurring must cease until a coastal development permit is obtained or any discrepancy is resolved in writing.

WAIVER: 5-14-0682-W   APPLICANT: City of Long Beach

LOCATION: Rainbow Lagoon, City of Long Beach, County of Los Angeles

PROPOSED DEVELOPMENT: Water quality and circulation improvements in Rainbow Lagoon including repair and replacement of underground mechanical pumps in two vaults; reinforced concrete in vaults; and installation of stainless steel reinforcement plates in three skimmer baskets.

RATIONALE: The proposed project is located around the perimeter of Rainbow Lagoon in the City of Long Beach, within the Commission’s area of original jurisdiction. The project has received an Approval in Concept and CEQA exemption determination from the City of Long Beach Department of Planning and Building (4/22/14). No natural landform alterations or underwater construction are proposed as part of the repair and maintenance activities. Best management practices to protect water quality have been incorporated into the construction plan. When the project is complete, water quality in the saltwater lagoon will be improved by the new pumps. Construction is expected to take four months and public access along the lagoon will not be disrupted. The proposed development will not result in adverse impacts to public coastal access, coastal resources, public recreation, public coastal views, or water quality. Therefore, the proposed development is consistent with past Commission actions in the area and Chapter 3 policies of the Coastal Act.

This waiver will not become effective until reported to the Commission at the June 13, 2014 hearing and the site of the proposed development has been appropriately noticed, pursuant to 13054(b) of the California Code of Regulations. The enclosed Notice Card shall remain posted at the site until the waiver has been validated and no less than seven days prior to the Commission hearing. If four (4) Commissioners object to this waiver of permit requirements, a coastal development permit will be required.

CHARLES LESTER  
Executive Director

by:  
ZACH REHM  
Coastal Program Analyst

cc: Commissioners/File
APPLICATION NO.: 5-95-152-A3

APPLICANTS: Ballona Lagoon Marine Preserve (BLMP), California State Coastal Conservancy, and City of Los Angeles

AGENT: Terri S. Vitar, Michael Brandman Associates

PROJECT LOCATION: Ballona Lagoon and lagoon buffer along the east bank, Venice, City of Los Angeles, Los Angeles County.

DESCRIPTION OF PROJECT ORIGINALLY APPROVED (5-95-152):

Restoration and enhancement of Ballona Lagoon including public access improvements, revegetation of the lagoon buffer with native vegetation, and implementation of a five-year monitoring program.

DESCRIPTION OF FIRST AMENDMENT (5-95-152-A1):

Amend previously approved Ballona Lagoon Enhancement Plan to include dredging of a deep water pool, minor grading and channelization in an existing intertidal area, removing a concrete platform structure from the lagoon, converting 0.13 acres of upland area to intertidal habitat area, using dredge materials for beach replenishment, and implementing a revised ten-year monitoring program.

DESCRIPTION OF SECOND AMENDMENT (5-95-152-A2 minor):

Add Lot 1 Block 17 of Silver Strand to the project area, etc...

DESCRIPTION OF CURRENT AMENDMENT REQUEST (5-95-152-A3):

Amend previously approved Ballona Lagoon Enhancement Plan to place protective riprap at the tide gate entrance and implement a revised revegetation plan for the east bank of Ballona Lagoon.

SUMMARY OF STAFF RECOMMENDATION FOR CURRENT AMENDMENT REQUEST

This application represents the applicants' voluntary resolution of an incident in February 1997 involving unpermitted grading on the east bank of Ballona Lagoon. With the successful completion of the proposed project, the applicants will have restored damage that occurred to the east bank vegetation due to the grading. The staff recommends that the Commission determine that the proposed amendment, subject to the condition below, is consistent with the Chapter 3 policies of the Coastal Act. The applicants agree with the recommendation.
Ballona Lagoon Enhancement Plan
5-95-152-A3
Page 2

SUBSTANTIVE FILE DOCUMENTS:

1. Coastal Development Permit 5-95-152 & amendments.
2. Coastal Development Permit A-266-77 (ILA) & amendment.
5. Ballona Lagoon Enhancement Plan, Phase 1 Implementation, October 20, 1993, California State Coastal Conservancy File No. 87-037.
7. Negative Declaration (CEQA) for Ballona Lagoon Enhancement Plan, Phase 1, SCH# 93041063, 10/20/93.
8. Negative Declaration (CEQA) for Ballona Lagoon Enhancement Plan, Phase 2 SCH# 96021062, 3/29/96.
9. California Department of Fish & Game review letter, 7/16/96.
16. Coastal Development Permit 5-86-641 (Lee) & amendments.
17. Coastal Development Permit 5-93-156 (Hughes)

PROCEDURAL NOTE: The Commission's regulations provide for referral of permit amendment requests to the Commission if:

1) The Executive Director determines that the proposed amendment is a material change,
2) Objection is made to the Executive Director's determination of immateriality, or
3) The proposed amendment affects conditions required for the purpose of protecting a coastal resource or coastal access.

In this case, the Executive Director has determined that the proposed amendment is a material change in the project description which also affects conditions required for the purpose of protecting coastal resources. If the applicant or objector so requests, the Commission shall make an independent determination as to whether the proposed amendment is material. [14 California Code of Regulations 13166].
STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution:

I. Approval with Condition

The Commission hereby grants, subject to the condition below, an amendment to the permit for the proposed development on the grounds that the development and the amendment, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, is located between the sea and first public road nearest the shoreline and is in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Special Condition

Note: The special conditions and all standard conditions of Coastal Development Permit 5-95-152 and amendment 5-95-152-A1 remain in full force and effect and are unaltered by this amendment.

1. No Grading

The approval of amendment 5-95-152-A3 does not permit any grading or allow the use of any heavy machinery on the east bank of Ballona Lagoon. All work in the east bank area shall be conducted with hand tools only.

III. Findings and Declarations

The Commission hereby finds and declares:

A. Amendment Description and Project History

The applicants have requested to amend the permit for the Ballona Lagoon Enhancement Plan in order to receive Commission approval to place protective riprap at the tide gate entrance and to implement a revised revegetation plan for the east bank of Ballona Lagoon.

The restoration work and enhancement of Ballona Lagoon approved by Coastal Development Permit 5-95-152 & amendments (Ballona Lagoon Enhancement Plan) commenced in late February this year. A concrete platform structure was removed from the lagoon, a deep water pool was dredged near the tide gates at
the lagoon entrance, minor grading and channelization improved water circulation, and non-native vegetation was removed from the east bank. In addition, a public overlook has been constructed at the tide gates and the existing public access path on the east bank has been improved. The previous Commission approvals require that a ten-year monitoring program be implemented in order to track the health of Ballona Lagoon and the success of the enhancement project.

Although the Commission has already approved a revegetation plan using native coastal strand plants on the east bank, the Commission must now review the revisions to that plan which have been submitted as part of this amendment request. The revisions to the revegetation plan are necessary because additional areas on the east bank must be revegetated after they were graded in error during the restoration work removing non-native vegetation. The proposed revisions to the revegetation plan involve planting native coastal strand plants in all areas which do not currently have established native plant regimes on the east bank between the water and the public access path (Exhibit #2).

This amendment also requests the Commission's approval for the placement of protective riprap around the tide gate pipes at the lagoon entrance (Exhibit #3). The proposed riprap, which was not shown on the plans previously approved by the Commission, was put in place following the dredging of the previously approved deep water pool at the south end of the lagoon. The proposed riprap was placed around the tide gate pipes to prevent scour and undercutting of the lagoon's banks when water rushes in and out of the lagoon with the tides.

On January 10, 1996, the Commission granted partial approval of the Ballona Lagoon Enhancement Plan by approving Coastal Development Permit 5-95-152 (Ballona Lagoon Enhancement Plan). The Ballona Lagoon Enhancement Plan was developed in 1992 by the California State Coastal Conservancy and the Ballona Lagoon Marine Preserve (BLMP), a non-profit group consisting of members of the local community, to restore and enhance the hydrology, marine habitats, and public recreational opportunities in and adjacent to Ballona Lagoon. The BLMP, the California State Coastal Conservancy, and the City of Los Angeles are co-applicants in the permitting process.

On August 16, 1996, the Commission approved an amendment to Coastal Development Permit 5-95-152 (Ballona Lagoon Enhancement Plan). The first amendment approved the in-water components of the Ballona Lagoon Enhancement Plan which were not approved by the original permit on January 10, 1996. Amendment 5-95-152-A1 approved the following: 1) dredging of a deep water pool at the south end of the lagoon, 2) minor grading and channelization in an existing intertidal area at the north end of the lagoon, 3) removing a 30'x30' concrete platform structure from the lagoon, 4) converting 0.13 acres of upland area on the lagoon's east bank to intertidal habitat area, 5) using dredge materials for beach replenishment, and 6) implementing a revised ten-year monitoring program.

Coastal Development Permit 5-95-152 (Ballona Lagoon Enhancement Plan) was amended a second time in February 1997. Amendment 5-95-152-A2 altered special
condition six of the original approval in order to add Lot 1 Block 17 of Silver Strand Tract to the project area, and to postpone construction activities in the lagoon buffer area located on Lot 4 Block 9 of Silver Strand Tract until such time as the lot owner provides the applicants with written authorization granting right of entry to undertake the development approved by the amended permit. Amendment 5-95-152-A2 was approved as a minor amendment.

Coastal Development Permit 5-95-152 (Ballona Lagoon Enhancement Plan) was issued on February 11, 1997. On February 13, 1997, a restoration groundbreaking ceremony was held at Ballona Lagoon and work commenced shortly thereafter. The first accomplishment of the project was the successful removal of an abandoned cement oil structure from the lagoon. Unfortunately, this success was shortly followed by controversy.

On or about February 21, 1997, the project contractor began to remove non-native vegetation from the east bank of the lagoon to prepare it for revegetation with native plants. Instead of removing the non-native vegetation by hand or with herbicides as called for in the Ballona Lagoon Enhancement Plan, heavy machinery was used to scrape the vegetation from the sandy banks.

Commission staff was notified of alleged grading of the east bank and visited the site on Sunday, February 23, 1997. Staff confirmed that grading had occurred on the east bank of the lagoon which resulted in alteration of the contours of the bank and minor damage to the public access trail. Staff also confirmed that two previously restored areas on the east bank were graded resulting in the removal of established native vegetation. The revised revegetation plan proposed by this amendment includes restoration of the native vegetation to the areas which were graded on the east bank of Ballona Lagoon.

On March 28, 1997, Emergency Permit G-5-95-152 was issued to the applicants in order to allow them to undertake the work necessary to stabilize the graded slopes of the east bank of Ballona Lagoon. The approved emergency work included: 1) regrade the east bank as soon as possible; 2) stabilize the public path; 3) stabilize the slopes through the use of jutte matting; and 4) collect seeds and cuttings from the site.

Emergency Permit G-5-95-152 contained special conditions. Among other things, the special conditions required the applicants to submit as-built project plans and a revised revegetation plan as an amendment to Coastal Development Permit 5-95-152 prior to June 15, 1997. In addition, the special conditions of Emergency Permit G-5-95-152 require that the revegetation of the disturbed portions of the east bank of Ballona Lagoon must commence by September 15, 1997 under a Commission approved revegetation plan.

In compliance with the special conditions of Emergency Permit G-5-95-152 and in cooperation with Commission staff and other resource agencies, the applicants submitted a revised revegetation plan on June 13, 1997. The revised revegetation plan incorporates additional plantings to restore all of the graded areas on the east bank.
The Commission's approval of the current amendment application will allow the applicants to undertake the final component of the approved restoration and enhancement of Ballona Lagoon, the planting of the east bank with native coastal strand vegetation. The plantings and all restoration work must be monitored by the applicants for a ten-year period consistent with the ten-year monitoring plan approved by Amendment 5-95-152-A1.

B. Ballona Lagoon

Ballona Lagoon is located in the Venice Peninsula area of the City of Los Angeles, adjacent to the Marina Del Rey entrance channel (Exhibit #1). The lagoon is an artificially confined tidal slough connecting the Venice Canals to the Pacific Ocean via the Marina del Rey harbor entrance channel. The lagoon is approximately 4,000 feet long and 150-200 feet wide (Exhibit #2). The area of open water and wetland within the lagoon is approximately 16 acres.

The tidal regime in Ballona Lagoon is restricted by an automated tide gate located at the south end of the lagoon. The Los Angeles County Department of Beaches and Harbors operates the tide gate. Three seven-foot diameter pipes connect the lagoon to the waters of the Marina del Rey entrance channel. At present, however, only the central pipe is fitted with an automated tide gate. The outer two pipes are kept closed. The automated tide gate limits the peak tidal elevation in Ballona Lagoon to approximately 2.65 feet above MSL. The low water level (MLLW) in the lagoon is recorded as -1.88 MSL.

The parts of the lagoon situated below the low water level of -1.88 MSL are referred to as subtidal habitat areas because they are habitat areas which are always under water. The parts of the lagoon which are sometimes covered by water, but are exposed when the water is at its lowest level, are referred to as intertidal habitat areas. Intertidal habitat areas, like sand bars and the mudflats located on the east and west banks of the lagoon, are exposed during the lowest tides and are underwater during the highest tides. Upland areas are located above the high water line (+2.65' MSL) and are always dry (except when irrigated and when it rains).

The water depths in the lagoon vary from zero to eight feet depending on the tide level and the location of measurement. After completion the dredging approved by Coastal Development Permit Amendment 5-95-152-A1, the deepest bottom elevations (-6.0) are found in the deep water pool at the south end of the lagoon.

The banks of the lagoon are remnants of coastal sand dunes. The banks are generally steep, varying from 1:1 to 1:2, and are comprised primarily of sandy silt soils. Because of the steepness and composition of the banks, erosion has been a significant problem, especially where street and path drains run into the lagoon. The proposed revegetation of the east bank will contribute to the stabilization of the sandy east bank.

Within the southern end of the lagoon, the submerged area (Lot C) located between Topsail Mall and Via Marina is owned by the Summa Corporation (Exhibit #2, ps.2&3). The Summa Corporation has granted to the City of Los Angeles a...
permanent conservation/open space easement over Lot C. This easement allows for subtidal and intertidal habitat maintenance and the preservation of the natural and scenic character of the easement.

The submerged area within the northern two-thirds of the lagoon is Lot R (Exhibit #2, ps. 3-8). Lot R extends north from Topsail Mall to the Grand Canal and has recently been purchased by the City of Los Angeles. The approval of Coastal Development Permit Amendment 5-95-152-A1 added Lot R to the project site. The project site also includes the submerged lands located on Lot C at the south end of Ballona Lagoon, and the east bank of the lagoon between the water and the inland side of the existing public access path from Via Dolce to the tide gate located adjacent Via Marina (Exhibit #2).

Ballona Lagoon is surrounded by a highly urbanized area of single and multiple family residential development. The properties which adjoin the east and west banks of the lagoon are developed with single-family residences. On the east bank of the lagoon, a public access path and lagoon buffer area, both required by Coastal Development Permit A-266-77 (ILA), separate the residential development from the waters of the lagoon. An undeveloped City owned area (Esplanade) comprises part of the forty foot wide lagoon buffer on the east bank. The remainder of the forty foot wide lagoon buffer is comprised of front yard setbacks and 24 to 30 foot wide portions of the lagoon fronting lots which have been dedicated as open space and public access easements. Pursuant to Coastal Development Permit A-266-77 (ILA), each lagoon fronting lot owner on the east bank, as a condition of individual permits for developing their property, is required to offer to dedicate a 24 to 30 foot easement for habitat protection and public access as part of the forty foot wide lagoon buffer.

No work is proposed on the west bank of the lagoon where there are approximately fifty privately owned lots. Approximately half of these lots have been developed with single family residences. On the lagoon side of these lots there is an undeveloped City area (Esplanade) for public access. However, due to bank erosion the majority of the length of the City Esplanade is submerged or within the intertidal area of the lagoon. Many of the lots on the west bank are very narrow allowing insufficient area for the dedications necessary to create a forty foot wide lagoon buffer similar to the buffer on the east bank. Therefore, in past permit actions the Commission has required 25 foot wide buffers between the easterly edge of the Esplanade and the development to ensure that adequate area exists for future public access and habitat protection. However, because of the limited amount and scattering of new development on the west bank of the lagoon, the dedicated areas are for the most part noncontiguous. The City of Los Angeles is currently in the process of obtaining several lots comprising approximately one-third of the west bank.

The north end of Ballona Lagoon connects to the Grand Canal, which is part of the Venice Canals system (Exhibit #2, p.8). The Venice Canals and the Grand Canal are connected by five three-foot diameter pipes which under Washington Street. All five pipes have slide gates on the north side of Washington Street which are operated by the City of Los Angeles to allow flushing of the Venice Canals.
C. Marine Resources

The Coastal Act contains policies which address development in or near coastal waters. The proposed project is located in and adjacent to the coastal waters of Ballona Lagoon. The Ballona wetlands system, including Ballona Lagoon, is habitat for many species of marine biota including the state and federally listed endangered least tern. The Commission has found that Ballona Lagoon is a sensitive habitat area that must be protected from negative impacts associated with development. Sections 30230, 30231, 30233 and 30240 of the Coastal Act require the protection of biological productivity, public recreation and marine resources.

Section 30230 of the Coastal Act states:

Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

Section 30231 of the Coastal Act states:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Section 30233 of the Coastal Act states, in part:

(a) The diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects, and shall be limited to the following:

(7) Restoration purposes.

(8) Nature study, aquaculture, or similar resource dependent activities.

(b) Dredging and spoils disposal shall be planned and carried out to avoid significant disruption to marine and wildlife habitats and water circulation. Dredge spoils suitable for beach replenishment
Ballona Lagoon Enhancement Plan
5-95-152-A3
Page 9

should be transported for such purposes to appropriate beaches or into suitable long shore current systems.

(c) In addition to the other provisions of this section, diking, filling, or dredging in existing estuaries and wetlands shall maintain or enhance the functional capacity of the wetland or estuary...

Section 30240 of the Coastal Act states:

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

Ballona Lagoon is a wetland which is protected under the Coastal Act policies stated above. Ballona Lagoon and the attached Venice Canals system is an Environmentally Sensitive Habitat Area (ESH) as defined by Section 30107.5 of the Coastal Act. In addition to being important wetlands, the lagoon is a critical habitat area for the California least tern, Sterna antillarum browni. The California least tern is a State and Federally listed endangered species. The lagoon is a critical habitat area because the California least tern feeds on topsmelt and other small fish while nesting at the protected nesting site on Dockweiler Beach located less than 2,000 feet west of Ballona Lagoon.

Sections 30230 and 30231 of the Coastal Act require that marine resources be maintained, enhanced, and restored in a manner that will sustain the biological productivity of all species of marine organisms in coastal waters, and that the biological productivity and water quality of Ballona Lagoon be maintained and restored by controlling runoff and maintaining natural vegetation buffer areas.

The objective of the Ballona Lagoon Enhancement Plan is to clean up and enhance Ballona Lagoon for wildlife, fisheries, and people by improving tidal flushing, removing sediment, garbage and other pollutants, enhancing fisheries habitat, restoring native vegetation, and by improving public access facilities. This objective was found to be consistent with Sections 30230 and 30231 of the Coastal Act and previous Commission actions.

Ballona Lagoon and its banks are a complex marine environment consisting of several associated but different types of habitats. The Ballona Lagoon Enhancement Plan will improve the existing wetland habitat which consists of aquatic habitat, intertidal (mudflats) habitat, and upland coastal dune habitat. The approximately 16 acres of open water and wetlands which comprise the lagoon area which lies below the high water line consists primarily of shallow water aquatic habitat and intertidal mudflat habitat. The banks of the lagoon above the high water line have historically provided upland coastal
dune habitat consisting of upland coastal strand terrestrial vegetation. Many diverse species of flora and fauna have utilized the resources provided by the habitats found in and adjacent to Ballona Lagoon.

The Ballona Lagoon Enhancement Plan documents two native vegetation regimes which are found in and along the lagoon. The two native vegetation regimes associated with the lagoon are upland terrestrial vegetation and intertidal salt marsh vegetation. The intertidal salt marsh exists within a narrow band around the lagoon with upland vegetation occupying the majority of the available surface area on the lagoon banks. The intertidal salt marsh vegetation consists of pickleweed, jaumea, salt grass and alkali heath. Although identified as an historic native coastal strand community, recent surveys showed that the terrestrial vegetation was dominated by exotic plant species, such as ice plant, castor bean, and fennel. Native plants include alkali weed and sand verbena. The non-native vegetation has been removed from the east bank of the lagoon, and the revegetation plan proposed by this amendment will restore the native vegetation regimes to the east bank.

The Ballona Lagoon Enhancement Plan also documents several aquatic species and migratory shorebirds which are known to inhabit the valuable habitat provided by Ballona Lagoon. The various bird species utilize the open water, mudflats, and upland habitat areas throughout the lagoon. The habitats used by waterbirds in Ballona Lagoon are mainly the mudflats and open water. The California least tern, a State and Federally endangered species, forages for small fish in the open waters of the lagoon during its spring and summer residency in the area. The mudflats, which are exposed along the margins of the lagoon at low tide, are used extensively by foraging and roosting shorebirds. The most extensive mudflats are found at the extreme north and south ends of the lagoon.

Various surveys conducted by different groups between 1979 and 1989 observed between 35 and 50 different species of birds. The number of birds using the lagoon varies seasonally, with peak number of species and individuals occurring in the winter. The importance of the mudflats was demonstrated by the very low number of birds seen by researchers on days when low tide did not occur during their survey. [Ballona Lagoon Enhancement Plan].

Documented fish species in Ballona Lagoon include sculpin, arrow goby, topsmelt, jacksmelt, California killifish, bay pipefish, longjaw mudsuckers, bat ray, California halibut, and diamond turbot. The plan also documents many marine invertebrates including sea hares, fiddler crabs, California hornshells, and several species of barnacles, mussels, clams, snails, and crabs. [Ballona Lagoon Enhancement Plan].

The currently proposed amendment to the permit for the Ballona Lagoon Enhancement Plan includes the following work in and adjacent to the ESHA that is Ballona Lagoon: 1) placement of protective riprap at the tide gate entrance at the south end of the lagoon (Exhibit #3), and 2) implementation of a revised revegetation plan for the east bank of Ballona Lagoon.

The proposed riprap, which was not shown on the plans previously approved by the Commission, was put in place following the dredging of the previously
approved deep water pool at the south end of the lagoon. The proposed riprap was placed around the tide gate pipes to prevent scour and undercutting of the lagoon's banks when water rushes in and out of the lagoon with the tides. Approximately forty cubic yards of riprap material was placed at the south end of the lagoon. About one-third of the riprap is situated above the high water line and about one-third is located below the low water elevation. Approximately one-third of the riprap is located in the intertidal zone between the high water and low water elevations.

The riprap extends approximately fifty feet on either side of the tide gate pipes that connect the lagoon to the Marina Del Rey entrance channel. The placement of the proposed riprap occurred in an area which was formerly covered by chunks and blocks of old concrete. Therefore, the placement of the riprap did not result in any substantial loss of intertidal mudflat habitat. The rocky intertidal habitat provided by the proposed riprap will be utilized by the marine invertebrates (i.e. sea hares, fiddler crabs, California hornshells, barnacles, mussels, snails) that occupy Ballona Lagoon.

The proposed placement of riprap is subject to the requirements of Section 30233 of the Coastal Act. Section 30233 of the Coastal Act allows dredging and filling in coastal waters and wetlands only under very limited circumstances. Under this section, any approved filling of open coastal waters must be for an allowable use and mitigation measures must be provided to minimize adverse environmental effects. The approved project must also be found to be the least environmentally damaging alternative.

According to Section 30233 of the Coastal Act, filling for restoration purposes is an allowable use. The proposed riprap will protect the banks of the lagoon and the deep water pool from erosion protecting the newly restored fish habitat which is a foraging area for the State and Federally listed endangered least tern and other species. Therefore, the proposed dredging is an allowable use pursuant to Section 30233(a)(7) of the Coastal Act.

The proposed project must also be the least environmentally damaging alternative. In this case, the proposed filling did not result in the reduction of intertidal habitat area. As stated above, the proposed riprap will protect the banks of the lagoon and the deep water pool from erosion. Therefore, the proposed project can be found to be the least environmentally damaging alternative.

The proposed amendment also includes the implementation of a revised revegetation plan for the east bank of Ballona Lagoon. The Commission found in its original approval of Coastal Development Permit 5-95-152 that the revegetation plan was consistent with the marine resource policies of the Coastal Act because it would restore native habitat area with no negative impacts to the existing habitat. The only changes to the previously approved revegetation plan are the inclusion of additional areas to be revegetated with native plants endemic to dunes. Only native plants of the appropriate community are included in the proposed plan (Exhibit #4). Therefore, the Commission finds that the proposed revegetation plan is consistent with the marine resource policies of the Coastal Act.

The Coastal Act requires that mitigation measures be provided to ensure that
the proposed project is the least environmentally damaging alternative. Sections 30230 and 30231 of the Coastal Act require protection of, and encourage the restoration of, areas of special biological significance like Ballona Lagoon. Section 30230 requires that uses of the marine environment be carried out in a manner that will sustain the biological productivity of coastal waters and maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes. Section 30231 requires that water quality be protected and enhanced in order to maintain the biological productivity of all coastal waters. Pursuant to these requirements of the Coastal Act, the amendment request is conditioned in order to require that special protection be provided to protect water quality and sensitive coastal resources during all proposed construction.

Therefore, a condition of approval is placed on the amendment in order to ensure that the resources of Ballona Lagoon are protected during the implementation of the proposed revegetation plan. The condition states that the approval of amendment 5-95-152-A3 does not permit any grading or allow the use of any heavy machinery on the east bank of Ballona Lagoon. All work in the east bank area shall be conducted with hand tools only. As conditioned, the proposed development and amendment is consistent with the marine resource policies of the Coastal Act and will not have any significant adverse impacts on the environment.

D. Public Access and Recreation

One of the basic goals stated in the Coastal Act is to maximize public access and recreation along the coast. The proposed project must conform to the public access and recreation policies contained in Chapter 3 of the Coastal Act. The proposed project is consistent with the following Coastal Act policies which encourage public access and recreational use of coastal areas.

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30213 of the Coastal Act states:

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred.

A public access path currently exists along the east bank of Ballona Lagoon. A fence separates the public access path from the sensitive habitat areas on the east bank of Ballona Lagoon. This public access path provides excellent public access along the side of the lagoon while protecting the sensitive
habitat and flora and fauna of Ballona Lagoon. The approval of Coastal Development Permit 5-95-152 in January 1996 permitted the improvement and maintenance of the existing public access path and fence. Also approved by the Commission in January 1996 was the construction of a new public viewing platform on top of the tide gate and pipes located at the south end of the lagoon adjacent to Via Marina (Exhibit #2 p.2). The public viewing platform (overlook) has been constructed will soon open for public use with interpretive displays and regulatory signs regarding trail use, habitat protection, domestic pets, littering, etc.

The current amendment request will not affect the previously approved and existing public access and recreation facilities. Therefore, the Commission finds that the proposed amendment is consistent with the public access and recreation policies of the Coastal Act.

E. Local Coastal Program

Section 30604(a) of the Coastal Act provides that the Commission shall issue a Coastal Development Permit only if the project will not prejudice the ability of the local government having jurisdiction to prepare a Local Coastal Program which conforms with Chapter 3 policies of the Coastal Act:

(a) Prior to certification of the Local Coastal Program, a Coastal Development Permit shall be issued if the issuing agency, or the commission on appeal, finds that the proposed development is in conformity with the provisions of Chapter 3 (commencing with Section 30200) of this division and that the permitted development will not prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200). A denial of a Coastal Development Permit on grounds it would prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200) shall be accompanied by a specific finding which sets forth the basis for such conclusion.

The Venice area of the City of Los Angeles does not have a certified Local Coastal Program. The proposed development and amendment, as conditioned, is consistent with the habitat, access, and recreation policies of the Coastal Act. Therefore, the Commission finds that approval of the proposed development and amendment, as conditioned, will not prejudice the City's ability to prepare a Local Coastal Program consistent with the policies of Chapter 3 of the Coastal Act, as required by Section 30604(a).

F. California Environmental Quality Act (CEQA)

Section 13096 Title 14 of the California Code of Regulations requires Commission approval of a Coastal Development Permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of
the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(i) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse impact which the activity may have on the environment.

Two Negative Declarations for the two phases of the Ballona Lagoon Enhancement Plan considered project alternatives and were certified by the California State Coastal Conservancy on October 20, 1993 and March 29, 1996. The Negative Declarations state that the proposed project will not have a significant effect on the environment.

The Commission’s conditions of approval adequately address and mitigate any potential adverse impacts to the environment caused by the proposed project as amended. All adverse impacts have been minimized and there are no additional feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse impact which the activity may have on the environment. Therefore, the Commission finds that the proposed project and amendment, as conditioned, is consistent with the requirements of the Coastal Act to conform to CEQA.

G. Violation

Although some development may have taken place without a valid Coastal Development Permit, or may be inconsistent with Coastal Development Permit 5-95-152 and amendments, consideration of the application by the Commission has been based solely upon the Chapter 3 policies of the Coastal Act. Review of this permit does not constitute a waiver of any legal action with regard to any violation of the Coastal Act that may have occurred. The Commission will act on this application without prejudice and will act on it as if no unpermitted development has occurred.
PURPOSE: WETLAND RECLAMATION

DATUM: 

ADJACENT PROPERTY OWNERS: SEE ATTACHED LIST 

VICINITY MAP

IN: MARINA DEL REY
AT: BALLONA LAGOON MARINE PRESERVE
P.O. BOX 9244
MARINA DEL REY, CA. 90295

SHEET 1 OF 7 APRIL 19, 1995 

COASTAL COMMISSION

EXHIBIT # 1 

PAGE 1 OF
Cement Structure (Removed)

14,500 E

Existing Wood Piling to Remain in This Area

Remove Existing Structure

Approx. Low Water Elev. = -2.0

Approx. Low Water Elev. = -1.0

Approx. High Water Elev. = +3.0

Contour Corners Back @ 4:1 Gradient

Rip RAP 10 x 15' x DEEP

PACIFIC x 12.1

AVE x 11.8
Table 1

Plant species of the Ballona lagoon upland. Plan for planting container plants, planted seed, and cuttings.

Included is a complete listing of plant biodiversity of the Ballona region. Perennial species are categorized into: 1) those to be established by setting out at the precise points indicated on the landscape plans, 2) species to be set out at random, and 3) species to be established from broadcast seed. Letter after each name is the code for the landscape plan. Annual species will be reintroduced by broadcast seed only, distributed by each species separately. Details are given in specifications. S planted as seed, C as cutting. Species underlined were present in 1991 prior to revegetation.

### Perennial plant species

<table>
<thead>
<tr>
<th>Plants to be placed by plan position</th>
<th>SECTION</th>
<th>Number per landscape plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td><em>Eriogonum parvifolium</em> P</td>
<td>150</td>
<td>60</td>
</tr>
<tr>
<td><em>Lupinus chamaissonis</em> L</td>
<td>40</td>
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<tr>
<td><em>Euclea californica</em> E</td>
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<td>0</td>
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<tr>
<td><em>Haplopappus erioides</em> H</td>
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<tr>
<td><em>Rhus integrifolia</em> R</td>
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</tr>
<tr>
<td><em>Isomeris arboria</em> I</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td><em>Opuntia litoralis</em> O</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td><em>Ambrosia chamissonis</em> M</td>
<td>15</td>
<td>0</td>
</tr>
<tr>
<td><em>Elymus triticoides</em> T</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td><em>Cucurbita foetidissima</em> S</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td><em>Artemisia californica</em> A</td>
<td>3</td>
<td>0</td>
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</table>

### Plants to be placed at random

<table>
<thead>
<tr>
<th>Plants</th>
<th>SECTION</th>
<th>Number per landscape plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Calystegia macrostegia</em></td>
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<td>0</td>
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<tr>
<td><em>Cardionema ramosissimus</em></td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td><em>Senecio douglasii</em></td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td><em>Corethrygone filaginifolia</em></td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td><em>Galium angustifolia</em></td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td><em>Artemisia dracunculus</em></td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td><em>Dudleya lanceolata</em></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><em>Atriplex californica</em></td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

### Total container plants to be set out

373 | 73 | 243 | 275 | 215 | 178 | 388 | 299 | 237 | 237 | 232 | 155 | 306 | 233 | 231 | 424 | 4257 |

approximate segment length, feet

200 | 420 | 210 | 240 | 230 | 220 | 280 | 230 | 240 | 240 | 230 | 240 | 220 | 220 | 230 | 450 | 4080
The complete list of perennial plants that will be installed as container plants or planted directly as seed. Sources of stock and specification of container type of each cited. Stock of all these species are available.

<table>
<thead>
<tr>
<th>Species</th>
<th>Number</th>
<th>Geographic Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nursery stock in gallon pots from seed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Rhus integrifolia</em></td>
<td>43</td>
<td>Ballona</td>
</tr>
<tr>
<td>Nursery stock in 600 cc deepots from seed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Eriogonum parvifolium</em></td>
<td>1221</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Encelia californica</em></td>
<td>142</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Isomeris arboreus</em></td>
<td>170</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Senecio douglasii</em></td>
<td>75</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Atriplex californica</em></td>
<td>170</td>
<td>southern California coastal</td>
</tr>
<tr>
<td><em>Artemisia dracuncula</em></td>
<td>80</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Nursery stock in 600 cc deepots from cuttings:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Haplopappus ericoides</em></td>
<td>142</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Artemisia californica</em></td>
<td>141</td>
<td>Ballona bluffs</td>
</tr>
<tr>
<td><em>Elymus triticoides</em></td>
<td>30</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Nursery stock in 5 inch bands from seed:</td>
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<td></td>
</tr>
<tr>
<td><em>Calystegia macrostegia</em></td>
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<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Cardionema ramossima</em></td>
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<td>Ballona bluffs</td>
</tr>
<tr>
<td><em>Corethrogyne filaginifolia</em></td>
<td>165</td>
<td>Ballona naturalized</td>
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<tr>
<td><em>Galium angustifolium</em></td>
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<td>Ballona naturalized</td>
</tr>
<tr>
<td><em>Dudleya lanceolata</em></td>
<td>150</td>
<td>Ballona naturalized</td>
</tr>
<tr>
<td>Stock to be planted directly into planting wells as cuttings</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Opuntia littoralis</em></td>
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<td>southern California coastal</td>
</tr>
<tr>
<td>Stock to be planted directly into planting wells as seed</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Lupinus chamissonia</em></td>
<td>580</td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Curcubita foetidissima</em></td>
<td>60</td>
<td>southern California coastal</td>
</tr>
</tbody>
</table>
Table 3

A complete listing of perennial and annual plant species to be established from randomly broadcast seed. Species underlined were present in 1991 prior to revegetation. The quantity of seed spread will depend on local availability which is limited for most species. Source locality of stock listed. The last nine species of annuals may not be available.

**Perennial species: random broadcast seed across all sections**

<table>
<thead>
<tr>
<th>Perennial species</th>
<th>Source locality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eschscholtzia californica</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Erysimum suffrutescens</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Croton californica</td>
<td>Ballona</td>
</tr>
<tr>
<td>Abronia umbellatum</td>
<td>Ballona</td>
</tr>
<tr>
<td>A. maritima</td>
<td>southern California strand</td>
</tr>
<tr>
<td>Camissonia chieranthifolia</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Solanum douglasii</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Lotus scoparius</td>
<td>Ballona</td>
</tr>
<tr>
<td>Phacelia ramossissima</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Gpaphalium bicolor</td>
<td>Ballona</td>
</tr>
<tr>
<td>G. microcephalum</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Marah macrocarpa</td>
<td>El Segundo Dunes</td>
</tr>
<tr>
<td>Mirabilis laevis</td>
<td>southern California strand</td>
</tr>
</tbody>
</table>

**Annual plant species: broadcast seed, distributed by each species separately.**

<table>
<thead>
<tr>
<th>Annual plant species</th>
<th>Distribution Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanomeria virgata</td>
<td>Allow to seed naturally</td>
</tr>
<tr>
<td>Heterotheca grandisflora</td>
<td>Allow to seed naturally</td>
</tr>
<tr>
<td>Cryptantha clevelandii</td>
<td>Ballona</td>
</tr>
<tr>
<td>Festuca megalura</td>
<td>Commercial</td>
</tr>
<tr>
<td>Lupinus bicolor</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>L. truncatus</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Orthocarpus purpurascens</td>
<td>Commercial sources</td>
</tr>
<tr>
<td>Lasthenia glabrata</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Chaenactis glabriuscula</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Lotus purshianus</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>L. strigosis</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Lepidium lasiocarpum</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Dscurainea pinnata</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Linaria canadensis</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Calandrinia ciliata</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Chorizanthe californica</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Eriogonum gracile</td>
<td>Ballona stock now naturalized</td>
</tr>
<tr>
<td>Senecio californica</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Plantago erecta</td>
<td>Ballona bluffs</td>
</tr>
<tr>
<td>Camissonia lewisii</td>
<td>Ballona wetland</td>
</tr>
<tr>
<td>C. micrantha</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Ambylopappus pusillus</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Calandrinia maritima</td>
<td>southern California coastal</td>
</tr>
<tr>
<td>Calyptridium monandrum</td>
<td>El Segundo Dunes</td>
</tr>
</tbody>
</table>

Ballona Lagoon Restoration
Section 10-11
**Table 4**

Intertidal and upper salt marsh plants that will only selectively be propagated at this time.

### Perennials to be propagated by cuttings using direct transplant

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Salicornia virginica</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Distichlis spicata</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Jaumea carnosa</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Frankenia grandiflora</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Heliotropium curassavicum</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Sueda taxifolia</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Atriplex patula</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Salicornia subterminale</em></td>
<td>Southern California coastal</td>
</tr>
<tr>
<td><em>Batis maritima</em></td>
<td>Southern California coastal</td>
</tr>
</tbody>
</table>

### Perennials to be propagated by container planting

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Limonium californica</em></td>
<td>Southern California coastal</td>
</tr>
<tr>
<td><em>Juncus acutus</em></td>
<td>Southern California coastal</td>
</tr>
<tr>
<td><em>Cordynanthus maritimus</em></td>
<td>Southern California coastal</td>
</tr>
<tr>
<td><em>Monanthochloe littorale</em></td>
<td>Southern California coastal</td>
</tr>
<tr>
<td><em>Spartina foliosa</em></td>
<td>Southern California coastal</td>
</tr>
</tbody>
</table>

### Annual species that may be broadcast as seed

<table>
<thead>
<tr>
<th>Plant Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Cressa truxillensis</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Spergularia marina</em></td>
<td>Ballona</td>
</tr>
<tr>
<td><em>Triglochin concinna</em></td>
<td>Southern California coastal</td>
</tr>
</tbody>
</table>
ATTACHMENT 5:

PROPOSER’S CHECKLIST (1 page)
NOTICE TO PROPOSER: PROPOSER’S CHECKLIST

Before submitting your proposal, indicate whether you have properly completed, signed and returned the following with your proposal. Failure to do so may cause your proposal to be declared non-responsive and may be rejected.

CITY OF LOS ANGELES POLICY COMPLIANCE CHECKLIST

<table>
<thead>
<tr>
<th>Item</th>
<th>Initial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles City Business Tax Registration Certificate</td>
<td></td>
</tr>
<tr>
<td>Attachment 5: Insurance Requirements</td>
<td></td>
</tr>
<tr>
<td>Attachment 6: City of Los Angeles Contract History Form</td>
<td></td>
</tr>
<tr>
<td>Attachment 7: Proposer Workforce and Non-Collusion Affidavit</td>
<td></td>
</tr>
<tr>
<td>Attachment 8: Bidder Certification CEC Form 50</td>
<td></td>
</tr>
<tr>
<td>Attachment 9: Bidder Certification CEC Form 55</td>
<td></td>
</tr>
<tr>
<td>Attachment 10a: Pledge of Compliance with the Contractor Responsibility Ordinance</td>
<td></td>
</tr>
<tr>
<td>Attachment 10b: Contractor Responsibility Questionnaire</td>
<td></td>
</tr>
<tr>
<td>Attachment 13: Certificate of Compliance to Child Support Obligations</td>
<td></td>
</tr>
<tr>
<td>Attachment 14: Iran Contracting Act of 2010 Compliance Affidavit</td>
<td></td>
</tr>
<tr>
<td>Disclosure Ordinance Affidavit (uploaded to LABAVN)</td>
<td></td>
</tr>
<tr>
<td>Equal Benefits/First Source Hiring Ordinance Compliance Affidavit (uploaded to LABAVN)</td>
<td></td>
</tr>
</tbody>
</table>

Firm Name

Date

Signed

Title

Print Name

Telephone Number

PROPOSER MUST INITIAL EACH ITEM BELOW WHERE REQUIRED
ATTACHMENT 6:

CITY BUSINESS TAX REGISTRATION CERTIFICATE (1 page)
The following information is subject to disclosure

**Business Type** (check one): □ Individual  □ Corporation  □ Partnership  □ LLC  □ Trust
Please print or type

**Legal Name:** __________________________________________
Do not use DBA here

**Business Address:** _____________________________________
Do not use P.O. Box
Check appropriate box □ Commercial location  □ Residence

**Fictitious Business Name (DBA):** ____________________________
Care Of (C/O): ___________________________________________

**Mailing Address:** _______________________________________
Check appropriate box □ Commercial location  □ Residence

**Starting date of business in the City of Los Angeles:** Month _______ Day _______ Year _______

**Social Security number (SSN) – OR – Federal Employer Identification number (FEIN):** ___________________________

**Sales Tax Number (Seller’s Permit):** _______________________

**Description of Business:** __________________________________
(Provide in detail)

**Web Address (Optional):** __________________________

**Business Phone Number:** __________________________

**Gross Receipts:** (If your business began prior to this year, Please complete the information below)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Classification</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Person:** __________________________
Title: __________________________
Contact Phone Number: __________________________

**Note:** A minimum business tax may be due based on your business activity (ies) for the first year of operation.

**I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete.**

Signature of owner or agent __________________________ Date __________________________
Print your name __________________________ Phone Number __________________________
Title __________________________ Email __________________________
ATTACHMENT 7:

INSURANCE REQUIREMENTS (3 pages)
Required Insurance and Minimum Limits

Name: ____________________________ Date: ___________________  
Agreement/Reference: ____________________________  

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
</tr>
<tr>
<td>WC</td>
</tr>
<tr>
<td>EL</td>
</tr>
<tr>
<td>EL</td>
</tr>
</tbody>
</table>

| Waiver of Subrogation in favor of City |
| Products/Completed Operations |
| Fire Legal Liability |
| General Liability |

| **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) |

| **Professional Liability** (Errors and Omissions) |
| Discovery Period |

| **Property Insurance** (to cover replacement cost of building - as determined by insurance company) |
| All Risk Coverage |
| Flood |
| Earthquake |

| **Pollution Liability** |

| **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** |

| **Crime Insurance** |

Other: ____________________________

______________________________
______________________________
______________________________
CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. Agreement/Reference  All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. When to Submit  Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval  Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at [https://kwikcomply.org/](https://kwikcomply.org/) and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at [https://kwikcomply.org/](https://kwikcomply.org/).

4. Renewal  When an existing policy is renewed, have your insurance broker or agent submit a new **Acord 25 Certificate** or edit the existing **Acord 25 Certificate** through **KwikComply** at [https://kwikcomply.org/](https://kwikcomply.org/).

5. Alternative Programs/Self-Insurance  Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the
Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer’s right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees’ and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY’s or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including; notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.
ATTACHMENT 8:

CITY OF LOS ANGELES CONTRACT HISTORY FORM (2 pages)
Bidders are required to complete the following reference information below. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

| Name of Project       | Location of Project       | Project Description | Amount of the Contract | Duration in Months | Awarding Agency       | Awarding Agency Address | City | State | Zip Code | Awarding Agency Telephone Number (Include Area Code) | Awarding Agency Project Liaison | Awarding Agency Project Liaison Telephone Number (Include Area Code) |
|-----------------------|--------------------------|---------------------|------------------------|--------------------|-----------------------|-------------------------|-------------------|-------|----------|----------|-----------------------------------------------------|-------------------------------|---------------------------------------------------------------------|
| Name of Project       | Location of Project       | Project Description | Amount of the Contract | Duration in Months | Awarding Agency       | Awarding Agency Address | City | State | Zip Code | Awarding Agency Telephone Number (Include Area Code) | Awarding Agency Project Liaison | Awarding Agency Project Liaison Telephone Number (Include Area Code) |
| Name of Project       | Location of Project       | Project Description | Amount of the Contract | Duration in Months | Awarding Agency       | Awarding Agency Address | City | State | Zip Code | Awarding Agency Telephone Number (Include Area Code) | Awarding Agency Project Liaison | Awarding Agency Project Liaison Telephone Number (Include Area Code) |
| Name of Project       | Location of Project       | Project Description | Amount of the Contract | Duration in Months | Awarding Agency       | Awarding Agency Address | City | State | Zip Code | Awarding Agency Telephone Number (Include Area Code) | Awarding Agency Project Liaison | Awarding Agency Project Liaison Telephone Number (Include Area Code) |
Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Title</th>
<th>Years Experience</th>
<th>Current Licenses and/or Certifications</th>
<th>Other Pertinent Information</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
ATTACHMENT 9:

PROPOSER WORKFORCE AND NON-COLLUSION AFFIDAVIT (1 page)
PROPOSER WORKFORCE INFORMATION / NON-COLLUSION STATEMENT

Proposer’s Name (legal name of entity): ___________________________________________________

Headquarters of Firm: __________________________________________________________________

Street Address: _______________________________________________________________________

City: ______________________________________ State: ____________________ Zip: ____________

Contact Person: ______________________________________________________________________

Email: ______________________________________________________________________________

Telephone: ____________________________ Fax: __________________________________________

Number of Employees Residing in the City of Los Angeles: ____________________________________

Total Number of Employees: ____________________________________________________________

Percentage of Employees Residing in the City of Los Angeles: ________________________________

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission
deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person
not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to
put in a sham proposal and the proposer has not in any manner sought by collusion to secure for
himself or herself an advantage over any other proposer.

To my knowledge, this proposal does not duplicate facilities or services available in the area that are
funded by other sources of funds.

In addition, this organization and its members are not now and will not in the future be engaged in any
activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a
subcontract supported by these funds.

__________________________________________
Authorized Signature

__________________________________________
Date

__________________________________________
Print Name & Title
ATTACHMENT 10:
MUNICIPAL LOBBYING ORDINANCE/BIDDER CERTIFICATION CEC FORM 50
(1 page)
This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

### Original Filing  [ ] Amendment:  Date of Signed Original ___________; Date of Last Amendment ___________

<table>
<thead>
<tr>
<th>Reference Number (Bid, Contract, or BAVN)</th>
<th>Awarding Authority (Department awarding the contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Phone Number</td>
</tr>
</tbody>
</table>

### Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

**A. I am applying for one of the following types of contracts with the City of Los Angeles:**

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;

2. A construction contract with any value and duration;

3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or

4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

**B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.**

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
ATTACHMENT 11:

CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING
RESTRICTIONS/BIDDER CERTIFICATION CEC FORM 55 (3 pages)
FORM 55
Prohibited Contributors
(Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[ ] Original Filing  [ ] Amendment: Date of Signed Original _____________ Date of Last Amendment ______________

Reference Number (Bid, Contract, or BAVN): __________________________ Date Bid Submitted: ______________

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

________________________________________________________________________

Awarding Authority (Department awarding the contract):

Bidder Name:

Bidder Address:

Bidder Email Address: _______________ Bidder Phone Number: _______________

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder’s Principals (check one)
   The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
   At least one principal is required for entities. (If you check “Yes”, Schedule A is required.)

2. SCHEDULE B — Subcontractors and Their Principals (check one)
   The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth $100,000 or more. (If you check “Yes”, Schedule B is required.)

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _______

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name __________________________ Signature __________________________

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

| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |
| Name: __________________________ | Title: __________________________ |
| Address: ________________________________________________________________ |

☐ Check this box if additional Schedule A pages are attached.
Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Subcontractor’s Address</th>
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Please check one of the following options:

**This subcontractor has one or more principals.** □ Yes* □ No

*Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

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<tr>
<th>Name</th>
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☐ Check this box if additional Schedule B pages are attached.
ATTACHMENT 12:

CONTRACTOR RESPONSIBILITY ORDINANCE

a. Pledge of Compliance (1 page)
b. Responsibility Questionnaire (9 pages)
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.

Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/07/2014)
CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<table>
<thead>
<tr>
<th>City Department/Division Awarding Contract</th>
<th>City Contact Person</th>
<th>Phone</th>
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</thead>
</table>

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Bidder/Proposer Business Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

<table>
<thead>
<tr>
<th>Contact Person, Title</th>
<th>Phone</th>
<th>Fax</th>
</tr>
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</table>

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ______/_____/______.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ______/_____/______ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

<table>
<thead>
<tr>
<th>Print Name, Title</th>
<th>Signature</th>
<th>Date</th>
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</table>

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: ___________
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: _____/_____/_____ State of incorporation: _______________
List the corporation’s current officers.

President: ____________________________________________
Vice President: _______________________________________
Secretary: ___________________________________________
Treasurer: ___________________________________________

☐ Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation’s stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation’s stocks.

____________________________________________________________________________________
____________________________________________________________________________________

☐ Limited Liability Company: Date of formation: _____/_____/_____ State of formation: _________________
List members who own 5% or more of the company. Use Attachment A if more space is needed.

____________________________________________________________________________________
____________________________________________________________________________________

☐ Partnership: Date formed: _____/_____/_____ State of formation: _____________________________
List all partners in your firm. Use Attachment A if more space is needed.

____________________________________________________________________________________
____________________________________________________________________________________

☐ 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. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

____________________________________________________________________________________
____________________________________________________________________________________

☐ Joint Venture: Date formed: _____/_____/_____  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered as responsive to the invitation.

____________________________________________________________________________________
____________________________________________________________________________________
C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   □ Yes □ No

   If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?
   □ Yes □ No

   If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?
   □ Yes □ No

   If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?
   □ Yes □ No

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

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

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

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
   □ Yes □ No

   If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
   □ Yes □ No

   If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business?  __________ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
   □ Yes □ No

   If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

   □ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to completion of the contract?
    □ Yes □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
    □ Yes □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
    □ Yes □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.
F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?
☐ Yes  ☐ No

(b) Work performance on a contract?
☐ Yes  ☐ No

(c) Employment-related litigation brought by an employee?
☐ Yes  ☐ No

14. Does your firm have any outstanding judgements pending against it?
☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?
☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. 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 Attachment C (Page 9)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.
18. In the past five years, has your firm, any of its owners, partners, or officers, ever 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 on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

□ Yes □ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

□ Yes □ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

□ Yes □ No

20. 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 fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.

□ Yes □ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained 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.

Print Name, Title

Signature

Date
ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT C: GOVERNEMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

### FEDERAL ENTITIES

**Federal Department of Labor**
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**
- Environmental Protection Act

**National Labor Relations Board**
- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

### STATE ENTITIES

**California’s Department of Industrial Relations**
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractors’ State Licensing Board

**California’s Department of Justice**

### LOCAL ENTITIES

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

### OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
ATTACHMENT 13:
LOCAL BUSINESS PREFERENCE PROGRAM (7 pages)
PROPOSAL

(Pages LBPP-1 through LBPP-7)

CITY OF LOS ANGELES
REQUEST FOR PROPOSALS- LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
City of Los Angeles Ordinance No. 181910, Article 21, Sections 10.47, et esq. of the Los Angeles Administrative Code

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Or

| Local Business Subcontractor (s) | Up to 5% |

NOTE: Local Business Preference Program information and/or assistance may be obtained through the [enter Awarding Authority contract information here].
MANDATORY LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) FOR USE ON CITY-FUNDED CONTRACTS GREATER THAN $150,000.00

A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor’s Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at anytime before the award of a contract that it is not in the City’s best interest to grant a proposal preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.

B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is available to be downloaded on the LABAVN website at http://www.labavn.org. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the bid due date in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted upon completion of their certification and after receiving a request to expedite by the Awarding Authority.

C. Definitions

1. "Awarding Authority" means any Board or Commission of the City, or any employee or officer of the City, except those of departments that control their own funds, authorized to award or enter into any Contract, as defined by Article 21, Section 1 of the Los Angeles Administrative Code, on behalf of the City. The Proprietary Departments and
the Departments of Recreation and Parks, and Library are strongly encouraged to adopt local preference programs consonant with the provisions of Article 21, Section 10.47, et esq.

2. “Contract” means a written agreement involving consideration in excess of $150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.

3. “Contractor” means the person, business or entity awarded the Contract by the Awarding Authority.

4. “Bid Price” means the dollar amount after the bidder’s quoted price is adjusted for evaluation in accordance with applicable provisions.

5. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.

   a. A business entity with multiple locations within the County, can aggregate 50 of its full time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.

   b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.

   c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.

   d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on BAVN upon request through the LBE affidavit.

6. “Local Subcontractor” means a contractor that meets the same qualification as a local business.

7. “Provisionally Qualified Local Business” means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally
qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 30 days after the Awarding Authority notifies the bidder of its intent to award the contract to them, the Provisionally Qualified Local Business must demonstrate that it is a party to an enforceable, contractual right to occupy commercial space within the County, that its occupancy will commence no later than 60 days after the date on which the Contract with the City is executed, and can demonstrate that before the Contractor is scheduled to begin performance under the contract with the City, the Contractor will satisfy the requirements of Subsection C of Section 10.47.2.

8. “Supplier” and/or “Regular Dealer” means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Additionally, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously described if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points added to their evaluation score provided their bid proposal is in excess of $150,000.00 or in excess of $1,000,000.00 if a Provisionally Qualified Local Business.

2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% of the total possible evaluation points added to their evaluation score.

   a. The Awarding Authority shall provide 1% of the total possible evaluation points credit, up to a maximum of 5%, to the contractor’s evaluation score for every 10% of the total cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor’s normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the County.

4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive 8% of the total possible evaluation points credit added to its evaluation score, as long as the proposed contract between the business and the City involves consideration valued at no less than $1,000,000.00 and has a duration of no less than three (3) years.

   a. To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at [http://bcalacity.org](http://bcalacity.org), which it shall attach and submit with its bid documents to the Awarding Department.

5. Once a Business asserting to be a Provisionally Qualified Local Business is notified by the Awarding Department of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following documentation: (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by the Awarding Authority.

   All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to the Awarding Department within 30 days of request.

   a. If an Awarding Department is satisfied with the documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the contract to the business, then the Awarding Department, prior to the execution of the contract, shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business. The memo shall also list the documents received by the Awarding Department, with copies attached, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.

6. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with the City is executed. The Awarding Department shall notify the Provisionally Qualified Local Business thirty (30) days after contract award that it shall comply as a local business or contract award will be rescinded.
7. Loss of status as a Provisionally Qualified Local Business is permanent and forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on City Contracts.

8. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed 8% credit of the total evaluation points for any proposal.

9. In the event where a certified Local business, bids on a City contract, and is determined by the Awarding Department after the bid deadline to not qualify as a Local Business, the business will be eligible for the Local Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.

   a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.

   b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at bca.certifications@lacity.org, that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.

10. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of 8% of the executed contract.

11. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the work that was pledged to the Local Subcontractor, not to exceed 8% of the Contractor's executed contract.

12. Value of the Proposal Preference may be calculated as the difference between the Proposal price between the Contractor's Proposal and the Proposal of the next most competitive bid. In cases where the value of the awarded Business's proposal price is lower, the value of the Proposal Preference may be calculated as the product between the proposal preference percentage points provided and the submitted proposal price.

13. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of
This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

E. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant’s allegations.

2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

By Mail

Bureau of Contract Administration
Office of Contract Compliance
Department of Public Works
1149 South Broadway, Suite 300
Los Angeles, CA 90015

By Email

bca.biphelp@lacity.org
ATTACHMENT 14:

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS (1 page)
City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that _______________________________ will:

   Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the Business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the Business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

_________________________________________________________
City/County State

_________________________________________________________
Name of Business

_________________________________________________________
Address

_________________________________________________________
Name of Authorized Officer or Representative               Title

_________________________________________________________
Signature of Authorized Officer or Representative

_________________________________________________________
Date                                               Telephone Number
ATTACHMENT 15:

IRAN CONTRACTING ACT OF 2010 AFFIDAVIT (1 page)
The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing ONE of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (printed)</th>
<th>BTRC (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>City Approval (Signature)</td>
</tr>
<tr>
<td></td>
<td>(Print Name)</td>
</tr>
</tbody>
</table>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (printed)</th>
<th>BTRC (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>City Approval (Signature)</td>
</tr>
<tr>
<td></td>
<td>(Print Name)</td>
</tr>
</tbody>
</table>
ATTACHMENT 16:

STANDARD PROVISIONS FOR CITY CONTRACTS (20 pages)
# STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one CONTRACTOR, 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.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR.

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.
PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, 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 CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR 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 CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR 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.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party’s performance after the other party’s default shall not be construed as a waiver of that default.
PSC-8.  **Suspension**

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9.  **Termination**

A.  **Termination for Convenience**

CITY may terminate this Contract for CITY’S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR 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 CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR 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. CONTRACTOR 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 PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR’S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR’S breach of this Contract.

2. If the default under this Contract is due to CONTRACTOR’S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor’s obligation to suspend performance of
services. CONTRACTOR shall not recommence performance until CONTRACTOR 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 CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this Contract.

4. If CONTRACTOR 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. CONTRACTOR shall immediately notify CITY if CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR’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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) 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, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor’s Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR’S Subcontractors, and CITY reserves the right to request replacement of any
Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR’S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. **Assignment and Delegation**

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. **Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR’S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR’S** performance of this Contract.

PSC-14. **Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), 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 Contract.

PSC-15. **Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

PSC-16. **Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY’S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding
performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY’S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 et seq., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its 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 CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR’S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its 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 CITY, 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 CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY’S actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. 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. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributively, upon any third party’s intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. 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 CONTRACTOR or its Subcontractors 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. CONTRACTOR 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. CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY’S ownership of rights provided herein.

CONTRACTOR 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 CONTRACTOR or its Subcontractors under this Contract, CONTRACTOR shall secure a grant, at no cost to CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by CONTRACTOR relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.
PSC-22. Data Protection

A. CONTRACTOR 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 Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR’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. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY’S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY’S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting CONTRACTOR’S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR 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 (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to CITY’S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, CONTRACTOR, shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR’S customers for similar goods and services provided under this Contract.
PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract 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. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR 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 Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract 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 Contract by reference and will be known as the “Affirmative Action Program” provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR 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 CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure
the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:


B. CONTRACTOR 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. CONTRACTOR 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.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.
**PSC-31. Contractor Responsibility Ordinance**

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the Business Assistance Virtual Network (“BAVN”) at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

**PSC-33. Slavery Disclosure Ordinance**

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with 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."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR’S principals, and CONTRACTOR’S Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)
shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles 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 months after this Contract is signed. Additionally, a CONTRACTOR 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 CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any 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 months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve 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."

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR 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 CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR 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.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. 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, CONTRACTOR 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. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR’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.

PSC-42. Possessory Interests Tax

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR 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, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
PSC-43. Confidentiality

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively “Confidential Information”) are confidential. CONTRACTOR 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 CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.
EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee.  The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY’S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation.  All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage.  CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY’S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage.  The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days’ advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance.  All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers’ Compensation.  By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake...
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. **California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. **Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY’S protection are allowed without the CITY’S prior written consent.

9. **Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
# Required Insurance and Minimum Limits

**Name:** ____________________________________________  **Date:** __________

**Agreement/Reference:** ____________________________________________

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

<table>
<thead>
<tr>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
</tr>
<tr>
<td>WC</td>
</tr>
<tr>
<td>□ Waiver of Subrogation in favor of City</td>
</tr>
<tr>
<td>EL</td>
</tr>
</tbody>
</table>

| □ Products/Completed Operations | □ Sexual Misconduct |
| □ Fire Legal Liability | □ Sexual Misconduct |

| **General Liability** |
| □ Products/Completed Operations | □ Sexual Misconduct |
| □ Fire Legal Liability | □ Sexual Misconduct |

| **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) |
| ____________________________________________ |

| **Professional Liability** (Errors and Omissions) |
| ____________________________________________ |
| **Discovery Period** |
| ____________________________________________ |

| **Property Insurance** (to cover replacement cost of building - as determined by insurance company) |
| ____________________________________________ |
| □ All Risk Coverage |
| □ Flood |
| □ Earthquake |
| □ Boiler and Machinery |
| □ Builder's Risk |

| **Pollution Liability** |
| ____________________________________________ |

| □ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds |
| ____________________________________________ |

| **Crime Insurance** |
| ____________________________________________ |

**Other:** ____________________________________________

__________________________________________

__________________________________________

__________________________________________

_Board of Public Works Meeting_ - July 21, 2020 - _PAGE 335_
Date: 4/1/2018

To: CAO Employee Relations Division
   City Hall East, Room 1200, Stop 139 Fax (213)978-7613

From: Pam Ostrander, Senior Management Analyst II
       PW /Street Services
       Department/Bureau

Listed below is proposed work to be performed by other than City employees (include contract amendments as well as new work):

<table>
<thead>
<tr>
<th>Activity to be Performed</th>
<th>Type:</th>
<th>(N) New (A) Amendment</th>
<th>Contract Number</th>
<th>Estimated Length of Activity</th>
<th>Estimated Start Date</th>
<th>Expertise within City</th>
<th>Contact with other Dept(s.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor needed to provide maintenance of the Venice Canals, the Grand Canal and the Ballons Lagoon (collectively, Canals) which includes ensuring that a healthy marine environment is sustained by removing debris &amp; litter, controlling algae growth, landscaping, operating tide gates to exchange water in the Canals with fresh seawater and interacting with community stakeholders to address areas of concern.</td>
<td>N</td>
<td>213-847-2802</td>
<td>5 years</td>
<td>August 2018</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>
Transmittal 3
PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: PW Bureau of Street Services – Maintenance of Venice Canals, the Grand Canal and the Ballona Lagoon

2. Contacts:
   Department: Monica Shelton  Phone No. (213) 847-2802  Fax No. (213) 473-4150
   CAO: Nichole Trujillo  Phone No. (213) 473-7575  Fax No. (213) 473-7517

3. Work to be performed: The Bureau of Street Services (BSS) seeks to contract services for the maintenance of the Venice Canals, the Grand Canal, and the Ballona Lagoon (Canals). The maintenance of the Canals requires removing debris and litter, controlling algae growth, landscaping, operating the tide gates to exchange water in the Canals with fresh seawater, and interacting with community stakeholders to address areas of concern. The landscaping and maintenance requires work to be performed from a boat and in the water.

4. Is this a contract renewal?  No.

5. Length of contract: Five (5) Years
   Proposed Start date: August 1, 2018

6. Proposed cost of contract (if known): Historically has been approximately $250,000 annually

7. Name of proposed contractor(s): Unknown RFB

8. Unique or special qualifications required to perform the work: The work to be performed requires the knowledge and skills necessary to support a healthy marine environment. Protection of the environment is the highest priority for maintenance of the Canals and the services provided should be performed without the use of chemicals for the control of algae growth. The contractor will furnish all materials, water, fuel, equipment vehicles, supplies, energy sources, tools, labor, trash disposal sites and other necessary incidentals to complete the work. A knowledge of boat operations and water safety is required.

9. Are there City employees that can perform the work being proposed for contracting?  Yes  No

   If yes,
   a. List classes, eligible lists, and Departments:
   b. Is there sufficient Department staff available to perform the work?  Yes  No
   c. Estimated time to fill position(s) through CSC process?
   d. Can the requesting department continue to employ staff hired for the project after project completion?  Yes  No
   e. Are there City employees currently performing the work?  Yes  No
10. Findings

☒ City employees DO NOT have the expertise to perform the work
☐ City employees DO have the expertise to perform the work

[Please see summary below.]

Check if applicable (explanation attached) and send to CAO for further analysis
☐ Project of limited duration would have to layoff staff at end of project
☐ Time constraints require immediate staffing of project
☐ Work assignment exceeds staffing availability

SUMMARY: The BSS currently contracts with Mariposa Landscapes, Inc. to provide the maintenance of the Canals. The BSS is preparing to release a Request for Bid to award a new contract to the most responsive bidder. Staff has determined that there are no City employees that perform maintenance work in a marine environment. The work requires the operation of and working from a boat using equipment to remove debris and algae and maintaining plant life. The duties of a Boat Captain include the operation of a single or twin-engine seagoing boat and transporting employees who are entering the water to retrieve marine samples. However, they are not performing maintenance or landscaping duties as required for the upkeep of the Canals.

Cynthia Panagiotidis  Don Harrahill  James Abalos
Senior Personnel Analyst I  Senior Personnel Analyst II  Chief Personnel Analyst

4-12-18  Date
Transmittal 4
BIP Waiver Request: Landscape maintenance crew for Venice Canals

CPO Team <CPO-Team@lacity.org>  
To: Jeffrey Cruz <jeffrey.cruz@lacity.org>  

Wed, Feb 19, 2020 at 1:06 PM

Received, thank you for your patience.

This waiver is approved!

Have a wonderful day.

Best,

CPO TEAM  
Mayor's Office of Budget and Innovation  
200 N. Spring St, Los Angeles, CA 90012

On Wed, Feb 19, 2020 at 11:18 AM Jeffrey Cruz <jeffrey.cruz@lacity.org> wrote:

Hello,

Please see the attached draft scope of work. Current services are provided by a 4-man crew. They manually perform the maintenance services without chemicals and mechanical equipment. Foreseeable contractor expenses are mainly overhead materials such as hand tools, trash bags, etc. Please let me know if you have any questions.

Thank you.

Jeff Cruz  
Management Analyst  
Bureau of Street Services  
(213) 847-0872 / MS #550  
https://streetsla.lacity.org/  
Initiate a service request online: myla311.ci.la.ca.us  
Interact with us: on twitter: @BSSLosAngeles

On Wed, Feb 19, 2020 at 10:41 AM CPO Team <CPO-Team@lacity.org> wrote:

Hi Jeffrey,

Thank you for submitting a BIP Waiver Request. We are currently reviewing it.

Please provide more information/detail as to why no subcontracting opportunities are available? How was it determined that there are no subcontracting opportunities? A copy of the scope of work can also be provided.

Thank you,

CPO TEAM  
Mayor's Office of Budget and Innovation  
200 N. Spring St, Los Angeles, CA 90012
BPW Meeting - Item (5)

BPW-2020-0439

CD 11

**CONTRACT ACCEPTANCE - WESTCHESTER - PLAYA DEL REY SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-2016 - STREET LIGHTING PROJECT**

Recommending the Board:

1. ACCEPT this contract.

(W.O. L1649421)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCA BSL 1</td>
</tr>
</tbody>
</table>
RECOMMENDATIONS

Accept this contract.

DISCUSSION

This contract was executed by your Board on October 3, 2016, in the amount of $1,039,008.00. The construction, under Contract No. C-128332, Bond No. 166930, was completed on April 8, 2019 by KDC, Inc., dba Dynaelectric.

This project converted the existing high voltage series street lighting circuits to low voltage multiple circuits (386 street lights) by the replacement of conduit, wires and luminaires. The technology to provide real-time reporting of light outages/failures was also provided. The project area is scattered throughout Westchester and Playa Del Rey in the following six areas: 1) La Tijera Blvd and the San Diego Freeway (Fwy 405), 2) 83rd St and Truxton Ave, 3) 79th St and Yorktown Ave, 4) Kittyhawk Ave and Glider Ave, 5) 83rd St and Osage Ave, and 78th St and Flight Ave.

This project was awarded for $1,039,008.00 with a contingency of $155,992.00 giving a total authorized budget of $1,195,000.00. Seven (7) change orders were issued increasing the contract amount by $155,736.00, bringing the total cost of this project to $1,194,744.00. The project was completed at 14.99 percent above the awarded amount and 0.02 percent below its authorized budget. During construction, it became apparent that the conduit was in worse condition than anticipated in the design phase and a substantial amount of work was added, including existing conduit repairs, potholing, and sidewalk restoration.

Final corrections were completed on April 8, 2019. A request to release $59,737.20 in retention funds was processed on April 11, 2019, via Progress Payment No. 16 (final). Progress Payments were submitted from BCA to the Office of Accounting.

There were no funds disputed or withheld. Therefore, no funds are due the contractor.

Funds were provided in the Street Lighting Assessment Fund 347, Dept 50, Acct No. 50MLAA, High Voltage Conversion STM.
The Office of Contract Compliance finds that the contractor has complied with the Equal Employment Opportunity and Labor Compliance requirements of the contract. The project was advertised with anticipated participation levels of 2.00 percent MBE, 2.00 percent WBE, 25.00 percent SBE, 8.00 percent EBE, and 3.00 percent DVBE. The contract was awarded with the bidder’s pledge of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 8.66 percent OBE. The actual participation levels achieved were 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 13.73 percent OBE. The Mandatory Subcontracting Minimum (MSM) requirement for this project was 8.00 percent. The contract was awarded with the bidder’s pledge of 8.96 percent and the actual participation level achieved was 14.10 percent, after deducting $31,740.00 of fixed cost items paid to the Contractor from the total cost of the project.

KDC, Inc. dba Dynalectric achieved the following subcontractor participation levels:

Gender/Ethnicity Codes:
AA = African American
APA = Asian Pacific American
NA = Native American
M = Male
HA = Hispanic American
SAA = Subcontinent Asian American
C = Caucasian
F = Female

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>MBE/WBE/ SBE/EBE/ DVBE/OBE</th>
<th>Gender/ Ethnicity</th>
<th>Bid-Listed ($) Amount</th>
<th>Achieved Dollar ($) Amount</th>
<th>Difference</th>
<th>Achieved Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walters Wholesale Electric Co.¹</td>
<td>OBE</td>
<td>-</td>
<td>$90,000.00</td>
<td>$98,390.62</td>
<td>$8,390.62</td>
<td>8.24%</td>
</tr>
<tr>
<td>Total MBE</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total WBE</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total SBE</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total EBE</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Total DVBE</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>Total OBE</td>
<td>$90,000.00</td>
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<td>$98,390.62</td>
<td>$8,390.62</td>
<td>$8,390.62</td>
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<td>$98,390.62</td>
<td>$8,390.62</td>
<td>$8,390.62</td>
<td>8.46%²</td>
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</table>

Final Contract Amount $1,194,744.00
Actual Fixed Cost Items Amount $31,740.00
Adjusted Final Contract Amount (Final Contract Amount - Actual Fixed Cost Items Amount) $1,163,004.00

¹ This firm is a material supplier, therefore, its bid-listed amount of $150,000.00 and achieved dollar amount of $163,984.37 were credited at 60 percent.
² Calculated using the Adjusted Final Contract Amount.

There are no unresolved property owners’ complaints in connection with this project.

The construction of this project will not result in an increase to the existing street lighting maintenance assessment for the benefiting property owners and, therefore, an “Assessment Ballot Proceeding” per proposition 218 is not required.

The Contractor Performance Evaluation Reports (CPERs) have been submitted to the Bureau of Contract Administration as required for compliance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code.
DEPARTMENT OF PUBLIC WORKS

BUREAU OF CONTRACT ADMINISTRATION
BUREAU OF STREET LIGHTING
JOINT REPORT NO. 1
July 21, 2020

Page 3

The Inspector of Public Works, John L. Reamer, Jr., in accordance with generally accepted quality assurance/control procedures and construction inspection methods and practices, including such special inspections that were deemed necessary and prudent, hereby attests that this project has been constructed in accordance with the plans, specifications, change orders, and contract provisions.

(HC – CLS – NK – VN – KM)

Report Prepared by:
S. Wiles

Seffy Wiles, Chief Construction Inspector
213-847-2406

Respectfully submitted

JOHN L. REAMER, JR.
Inspector of Public Works

NORMA ISAHAKIAN,
Executive Director
Bureau of Street Lighting

Janet Kwan, Project Manager
213-847-1579
Mail Stop 545

SW:lgl
T,MW,OCCL,Clerical,File
Westchester Playa Del Rey Series to Multiple High Voltage Conversion FY 2015-16 SL Project
CONTRACT ACCEPTANCE - 13319 MULHOLLAND DRIVE BULKHEAD

Recommending the Board:

1. ACCEPT this contract.

(W.O. E1907777)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCA BOE 1</td>
</tr>
</tbody>
</table>
DEPARTMENT OF PUBLIC WORKS

BUREAU OF CONTRACT ADMINISTRATION
BUREAU OF ENGINEERING

JOINT REPORT NO. 1
July 21, 2020

C.D. No. 4

MULHOLLAND DRIVE (13319) BULKHEAD

RECOMMENDATION

Accept this contract.

DISCUSSION

On February 28, 2014, your Board adopted Bureau of Engineering and Bureau of Contract Administration Joint Report No. 2, which established a program authorizing the City to enter into a contract with on-call contractors to perform emergency geotechnical/structural construction services for public works projects.

On October 25, 2017, an emergency geotechnical/structural construction services contract was awarded on a competitive basis in the amount of $593,696.00 to John S. Meek Company, Inc., for the Mulholland Drive Bulkhead project. The contract was executed and its Notice to Proceed was issued on October 31, 2017. The construction, under Contract No. C-123910, was completed June 28, 2019.

This urgent necessity project provided for construction of a new bulkhead extension, approximately 30 linear feet, removal of damaged pavement, grading the damaged location, re-pavement, construction of an asphalt curb, installation of a metal beam guardrail, storm drain catch basin replacement, and handrail installation.

This project was awarded for $593,696.00 with a not-to exceed limit of $712,435.20. On May 8, 2019 and January 11, 2019, your Board authorized additional contingency funding in the amount of $148,301.86 and $201,262.94 respectively, giving a revised authorized budget of $1,062,000.00. Nine (9) change order were issued increasing the contract amount by $438,059.91, bringing the total cost of this project to $1,031,755.91. The project was completed at 73.79 percent above its' awarded amount and at 2.85 percent below its' not-to exceed amount. The 5 percent exceedance of original contract amount was a result of the January 14, 2018, Los Angeles Department of Water (LAD WP) water line break that washed out the adjacent slope near the project site. The Bureau of Engineering (BOE) agreed to assist LAD WP in repairing the eroded slope using our contractor for Mulholland Drive (13319) Bulkhead project. The cost to complete the slope repair was $258,904.82 and was completed with the issuance of the January 11, 2019, Board approved Supplemental Agreement Change Order No. 2. In addition, the LADWP slope repair work pushed the construction into the rainy season resulting in heavy rain erosion damage costing an additional $99,971.26 to repair. Funding was provided by LADWP and made available in the Engineering Special Services Fund. This work was completed with the issuance of the May 8, 2019, Board approved Supplemental Agreement Change Order No. 4. This work was tracked under Work Order No. E1908388.

Final corrections were completed on June 28, 2019. A request for release of $26,296.74 in retention
funds was processed on August 9, 2019, via Progress Payment No. 7 from the Bureau of Contract Administration to the Office of Accounting.

There were no funds disputed or withheld. Therefore, no funds are due the contractor.

Funds were provided in the following:

- Special Gas Tax Street Improvement Fund No. 206, Department 50, Account No. 50NKGC.
- Engineering Special Services Fund No. 682, Department 50, Account No. 50PVDD.

The contractor has complied with the Equal Employment Opportunity and labor compliance requirements of the contract.

All contractors are encouraged to include MBE, WBE, SBE, EBE, DVBE and OBE subcontractors when subcontracting opportunities are available, but no specific diversity participation levels were established for this contract due to the emergency nature of the work.

There are no unresolved property owners complaints in connection with this project.

The Contractor Performance Evaluation Reports (CPERs) have been submitted to the Bureau of Contract Administration as required for compliance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code.

The Inspector of Public Works, John L. Reamer, Jr., in accordance with generally accepted quality assurance/control procedures and construction inspection methods and practices, including such special inspections that were deemed necessary and prudent, hereby attests that this project has been constructed in accordance with the plans, specifications, change orders, and contract provisions.

( HC – CLS – BOE – _____ )

Report Prepared by:

S. Wiles

Seffy Wiles, Chief Construction Inspector
General Services Division
213-847-2406

Pedro Garcia, Project Manager
213-847-0472 – Mail Stop 495

Respectfully submitted

JOHN L. REAMER, JR.
Inspector of Public Works

GARY LEE MOORE, PE, ENV SP
City Engineer
SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 17 AND BUDGET INCREASE - PPC CONSTRUCTION, INC. - CAPITAL IMPROVEMENT PROJECT 5224 - TERMINAL ISLAND WATER RECLAMATION PLANT - DISSOLVED AIR FLOTATION THICKENER MODIFICATION PROJECT

Recommending the Board:

1. AUTHORIZE and APPROVE $268,510 in additional contingency and a revised construction budget of $1,383,386 for the Capital Improvement Project 5224 - Terminal Island Water Reclamation Plant (TIWRP) - Dissolved Air Flotation Thickener (DAFT) Modification Project; and

2. AUTHORIZE the City Engineer to issue Supplemental Agreement Change Order No. 17 to PPC Construction, Inc. for a not-to-exceed amount of $198,500 for the project to provide extended support of the temporary DAFT system during construction.

(W.O. SZT11348, C-129918)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOE BOS 1</td>
</tr>
<tr>
<td>BOE BOS 1 TR1</td>
</tr>
<tr>
<td>BOE BOS 1 TR2</td>
</tr>
<tr>
<td>BOE BOS 1 TR3</td>
</tr>
<tr>
<td>BOE BOS 1 TR4</td>
</tr>
</tbody>
</table>
Department of Public Works

Bureau of Engineering
Bureau of Sanitation
Joint Report No. 1

July 21, 2020
CD No. 15

REVISE BUDGET AND ISSUE SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 17 TO PPC CONSTRUCTION, INC., FOR THE CAPITAL IMPROVEMENT PROJECT 5224 - TERMINAL ISLAND WATER RECLAMATION PLANT - DISSOLVED AIR FLOTATION THICKENER MODIFICATION PROJECT, (WORK ORDER NO. SZT11348), (CONTRACT NO. C-129918)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. AUTHORIZE $268,510 in additional contingency and APPROVE a revised construction budget of $1,383,386 for the Capital Improvement Project 5224 - Terminal Island Water Reclamation Plant (TIWRP) - Dissolved Air Flotation Thickener (DAFT) Modification Project (Project).

2. AUTHORIZE the City Engineer to issue Supplemental Agreement Change Order No. 17 to PPC Construction, Inc. (PPC) for a not-to-exceed amount of $198,500 for the Project to provide extended support of the temporary DAFT system during construction.

TRANSMITTALS


2. Copy of the BOE Report No.1, adopted November 26, 2018, providing authority to increase the budget contingency and issue supplemental agreement Change Order No.7 to the contractor for the Project.

3. Copy of Fully-Executed Supplemental Agreement Change Order No. 7.


DISCUSSION

Background

On July 31, 2017, the Board awarded a contract to PPC in the amount of $720,730 with a contingency amount of $144,146 for a total approved construction budget of $864,876 to construct the Project (Transmittal No. 1). This project is to replace six float skimmers including skimmer blades, blade support and bolts, variable speed drive, air flow control panel, backpressure pipe and valve assembly, 8-inch pressurization loop piping,
recirculation pumps, air compressor with control panel, Thickened Waste Activated Sludge (TWAS) pumps, and tie-in connections to bypass the blending tank by connecting the TWAS pump discharge line to the digester feed pump discharge line, electrical, controls, and all other ancillary components. On November 26, 2018, the Board approved an increase of $250,000 in the construction contingency for a total approved construction budget of $1,114,876 and authority to issue Supplemental Agreement Change Order No. 7 (Transmittal No. 2). At present, the project is approximately 95 percent complete as shown in Photograph Nos. 1 and 2 below.

![Photograph No. 1: Completed High-Pressure Effluent Piping next to the DAFT](image1)
![Photograph No. 2: TWAS Piping Installation Progress in Pipe Gallery](image2)

**Supplemental Agreement Change Order No. 17**

On November 26, 2018, the Board authorized the issuance of Change Order Nos. 4, 5, 6, and 7 to implement capacity upgrades to the temporary DAFT unit in order to prevent interruption to plant operations (Transmittal Nos. 2 and 3). Over the course of the work, the TIWRP requested additional modifications and upgrades to the system to mitigate further risk to plant operations during the construction of this project. Additionally, the project has encountered unforeseen issues in the field as described herein which resulted in the extension of the project schedule and associated rental costs to keep the temporary DAFT on site. The cost of this changed and extra work is anticipated not-to-exceed $198,500.

As indicated above, the Board has previously authorized a revised construction budget and supplemental agreement change authority to $394,146, which is 54.7 percent of the original contract value. However, final execution of remaining preliminary change orders as described herein will exceed 54.7 percent of the contract amount as shown in the table below. Therefore, an additional supplemental agreement change order will need to be issued to the contractor. Upon the Board’s approval of the authority requests as part
of this report, the BOE will execute Supplemental Agreement Change Order No. 17 (Transmittal No. 4) with the contractor to accomplish the following:

- Allow the value of executed change orders to exceed the current Board authorized 54.7 percent of the contract amount requiring the contractor to acknowledge that there will be no change to the terms and conditions of the contract.

- Allow the execution of Change Order No. 17 and additional change orders described below up to the approved construction budget. The maximum change order percentage will not exceed 91.94 percent, as per the below table, unless approved by the Board.

**Preliminary Change Order No. 18**

Over the course of the work, the contractor encountered conflicts within the existing plant components that had a resulting effect on associated improvements to be implemented as part of this project; including process piping, pipe supports, electrical connections and support foundations. The issues are summarized as follows:

- The temporary DAFT required more piping and associated fittings than originally anticipated to complete all necessary inlet and outlet connections.

- Portions of existing electrical conduit originally anticipated to be reused for the associated air compressor were later determined to be unusable and required replacement.

- Additional instrument air piping was needed to accommodate the footprint of new equipment.

- Two existing equipment pads associated with the DAFT process recirculation pumps required extensive modification before they could be used for the new replacement pumps.

The cost of this changed and extra work is anticipated not to exceed $25,010.

**Preliminary Change Order No. 19**

As a result of the issuance of the above described change orders, the subject project’s schedule completion date will need to be extended. The necessary contract time extension includes a compensable portion that accounts for the extended overhead costs associated with working on the Project for a longer duration than originally bid. The cost of the extended overhead is anticipated not-to-exceed $45,000.
Status of Change Orders
A summary of the current change order status is presented below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total No. of Change Orders</th>
<th>Dollar ($) Amount</th>
<th>Percent (%) Original Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully Executed Change Orders</td>
<td>13</td>
<td>$370,703</td>
<td>51.43%</td>
</tr>
<tr>
<td>Cancelled Change Orders</td>
<td>3</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Preliminary Change Orders</td>
<td>1</td>
<td>$23,443</td>
<td>3.25%</td>
</tr>
<tr>
<td>Change Orders per this Board Report</td>
<td>3</td>
<td>$268,510</td>
<td>37.26%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>20</strong></td>
<td><strong>$662,656</strong></td>
<td><strong>91.94%</strong></td>
</tr>
</tbody>
</table>

Requested Contingency and Budget Authorization

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>Approved Contingency</th>
<th>Current Authorized Budget</th>
<th>Requested Additional Contingency</th>
<th>New Authorized Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$720,730</td>
<td>$394,146</td>
<td>$1,114,876</td>
<td>$268,510</td>
<td>$1,383,386</td>
</tr>
</tbody>
</table>

Program Review Committee (PRC) or Applicable Oversight Committee Briefing
The PRC approved a total budget of $1,383,876 including contingency for this project on March 11, 2020.

Status of Funding
There is no impact to the General Fund. The total funding for this change order is not to exceed $268,510. Additional funding in the amount of $268,510 is available in the WSSRB Construction Fund, Series 2018-A (Green Bonds), Fund No. 75R, which is part of the Sewer Construction and Maintenance Fund, Appropriation Unit No. 50SHL3.

However, funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LA Sanitation and Environment or designee.

The contract contains a “Financial Liability Clause” which states that the City of Los Angeles’ (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 Sanitation  
Joint Report No. 1  

July 21, 2020  
Page 5  

( EW RMK KRR AKN )  

Report reviewed by:  
BOE (ADM) and LASAN  

Report prepared by:  
Environmental Engineering Division  
Ethan Wong, PE  
Division Engineer  
Phone No. (310) 648-6120  

Statement as to Funds Approved by:  

_________________  07/14/2020  
Miguel De La Peña, Director  
Office of Accounting  
Fund Ref. 75R/50/50SHL3/$268,510  

_________________  6/29/2020  
Lisa B. Mowery, PE  
Chief Financial Officer  
Bureau of Sanitation  
Date:  6/29/2020  

EW/DC/04-2020-0040.EED.dng  

Questions regarding this report may be referred to:  
David Copp, Assistant Division Engineer  
Phone No. (310) 648-6188  
E-mail: David.Copp@lacity.org  

Respectfully submitted,  

Gary Lee Moore, PE, ENV SP  
City Engineer  
Bureau of Engineering  

Enrique C. Zaldivar, PE  
Director and General Manager  
Bureau of Sanitation
Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 3

July 31, 2017
CD No. 15

REQUEST TO AWARD A CONTRACT FOR THE TERMINAL ISLAND WATER RECLAMATION PLANT (TIWRP) DISSOLVED AIR FLOTATION THICKENER MODIFICATION (CIP 5224) - WORK ORDER NO. SZT11348

RECOMMENDATIONS

1. Declare United Riggers & Erectors, Inc. (URE), first low bidder, to be non-responsive, as discussed in this report.

2. Declare PPC Construction, Inc. (PPC), second low bidder, to be the lowest responsive, responsible bidder, and award PPC a contract for this project for $720,730.

3. Authorize the President or two members of the Board of Public Works (Board) to execute the contract after approval as to form has been obtained from the City Attorney.

TRANSMITTALS

1. Summary of bids received on April 19, 2017.


DISCUSSION

Background

The work to be done under this contract includes all labor, materials, tools, and equipment for replacement of six float skimmers including skimmer blades, blade support and bolts, variable speed drive, air flow control panel, back pressure pipe, and valve assembly, 8 inch pressurization loop piping, recirculation pumps, air compressor with control panel, Thickened Waste Activated Sludge (TWAS) pumps, and tie-in connections to bypass the blending tank by connecting TWAS pump discharge line to the digester feed pump discharge line, electrical, controls, and all other ancillary components in accordance with Contract Documents. See the project image on the following page. The contract duration is 300 calendar days.
The project has been reviewed for environmental considerations. It was determined the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to City's CEQA Guidelines Article III, Section 1, Class 1 (2) and Class 2 (3).

**Bid Review**

The two lowest of the four bids received (Transmittal No. 1) compared with the City Engineer's estimate of $754,000 are:

Business Inclusion Program (BIP) Outreach Codes:

<table>
<thead>
<tr>
<th>MBE</th>
<th>Minority Business Enterprise</th>
<th>EBE</th>
<th>Emerging Business Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE</td>
<td>Women Business Enterprise</td>
<td>DVBE</td>
<td>Disabled Veteran Business Enterprise</td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise</td>
<td>OBE</td>
<td>Other Business Enterprise</td>
</tr>
<tr>
<td>LBE</td>
<td>Local Business Enterprise</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Contractor Name</th>
<th>Bid Amount</th>
<th>(%) High/Low</th>
<th>(%) Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid</td>
<td>URE (OBE, LBE)</td>
<td>$391,976*</td>
<td>48.01% Low</td>
<td>MBE 0% WBE 3.70% SBE 85.77%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EBE 54.66% DVBE 0% OBE 0%</td>
</tr>
<tr>
<td>2nd Bid</td>
<td>PPC (SBE, LBE)</td>
<td>$720,730</td>
<td>4.41% Low</td>
<td>MBE 0% WBE 0% SBE 11.38%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EBE 0% DVBE 0% OBE 3.87%</td>
</tr>
</tbody>
</table>

*Corrected Bid Amount
URE, first low bidder, and Mehta Mechanical Company, Inc. dba MMC, Inc. (MMC), third low bidder, listed their Total Bid Amount incorrectly. Staff corrected URE and MMC’s Total Bid Amount in accordance with the procedures set forth in the General Instructions and Information for Bidders. URE and MMC were contacted and notified of corrections. The corrections moved URE from an apparent third low bidder to first low bidder.

Based on the range of bids submitted for this project, staff believes that PPC’s bid is reasonable. The contract may be awarded to PPC subject to verification of all other bidding requirements.

**Instrumentation Subcontractor Experience Requirements**

URE first low bidder and Green Building Corporation, the fourth low bidder failed to submit with their bids, the requirements for Instrumentation Subcontractor experience required by Technical Specifications Section 17400, Part 1,1.1 C for their proposed bid-listed subcontractor. The Important Notice to Bidder mentioned the requirements and stated: “FAILURE BY THE BIDDER TO SUBMIT THE REQUIRED DOCUMENTATION DEMONSTARTING THE EXPERIENCE REQUIREMENTS MAY RESULT IN THE BOARD OF PUBLIC WORKS DECLARING THE BID NON-RESPONSIVE”. Therefore, URE and Green Building Corporation may be deemed non-responsive.

In view of the above, PPC, second low bidder, becomes the lowest responsive, responsible bidder.

**Local Business Preference (LBP) Program**

City Ordinance No. 181910 adopted the LBP Program. This Program is designed to increase local employment and expenditures in the local private sector. Bidders that qualify as a LBE may be granted an 8 percent reduction of their bid amount solely for bid evaluation purposes. Additionally, all non-LBE bidders may be granted a 1 percent reduction, up to a maximum of 5 percent, of their bid amount for bid evaluation purposes, for every 10 percent of their bid that is to be performed by an LBE subcontractor.

For this project, the Bureau of Contract Administration (BCA) verified that both the first low bidder, URE, and the second low bidder, PPC, are certified LBEs.

**BIP**

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides MBE, WBE, SBE, EBE, DVBE, and OBE firms an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires bidders to perform and document a BIP Outreach via the internet utilizing the Los Angeles Business Assistance Virtual Network service.
This project was advertised with anticipated participation levels of 4 percent MBE, 2 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE, and with mandatory BIP documentation requirements.

The OCC, based on a review of the documents submitted, reported the following:

1. URE, first low bidder, pledged participation levels of 0 percent MBE, 3.70 percent WBE, 85.77 percent SBE, 54.66 percent EBE, 0 percent DVBE, and 0 percent OBE. However, URE failed to meet the requirements for the BIP Indicator 6: Negotiate in Good Faith.

In a letter dated May 15, 2017 (Transmittal No. 2), the OCC notified URE that the OCC would be recommending that their bid be deemed non-responsive. URE did not respond to this notification.

In view of the above findings, the OCC recommends that URE be found to be non-responsive for failure to pass their BIP Outreach evaluation.

2. PPC, second low bidder, complied with the BIP Outreach requirements of the bid. PPC pledged participation levels of 0 percent MBE, 0 percent WBE, 11.38 percent SBE, 0 percent EBE, 0 percent DVBE, and 3.87 percent OBE. The Mandatory Subcontracting Minimum requirement for this project is 15 and the contractor has complied by pledging a subcontractor participation level of 18.92 percent. This percentage was calculated after subtracting the fixed cost items of $140,000 from the total bid amount.

In view of the above findings, PPC becomes the lowest responsive, responsible bidder.

PPC pledged the following subcontractor utilization:

Gender/Ethnicity Codes:

<table>
<thead>
<tr>
<th>Gender/Ethnicity Codes</th>
<th>MBE/WBE/SBE/EBE/DVBE/ OBE</th>
<th>Gender/ Ethnicity</th>
<th>(%) of Bid</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leed Electric, Inc.*</td>
<td>SBE</td>
<td>11.38%</td>
<td>$82,000</td>
<td></td>
</tr>
<tr>
<td>RamParts, LLC</td>
<td>OBE</td>
<td>3.87%</td>
<td>$27,880</td>
<td></td>
</tr>
</tbody>
</table>

*Certified LBE
Compliance with the City's Non-Discrimination Policies
PPC has complied with the Affirmative Action, Non-Discrimination, and Equal Employment Practices Provisions, Equal Benefits Ordinance, and Slavery Disclosure Ordinance requirements of the bid.

Previous Work Record
PPC has worked on numerous contracts issued by the Board. No significant or unresolved problems in inspection or contract compliance by this contractor have been experienced by the BCA.

The following table summarizes the previous MBE/WBE/SBE/EBE/DVBE/OBE participation levels pledged by PPC in the past five years under the BIP:

<table>
<thead>
<tr>
<th>Pledged Utilization Table</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Contracts</td>
</tr>
<tr>
<td>Pledged MBE ($)</td>
</tr>
<tr>
<td>Total MBE (%)</td>
</tr>
</tbody>
</table>

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10, of the City of Los Angeles Administrative Code (L.A.A.C.), the Project Manager and the City Inspector for this construction contract shall submit Contractor Performance Evaluation Reports to the BCA upon completion of this contract.

Peak Hour Construction and Right-of-Way Obstruction Regulations
All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

Contractor Responsibility Ordinance
All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all the requirements specified in the Ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.
Enhanced Electrical Safety Policy
If the estimated value of the electrical work for this project is $100,000 or more, the electrical work will be performed and inspected under the conditions of the most current, amended Board’s Enhanced Electrical Safety Policy.

Bid Bond Extension
PPC was requested to extend their Bid Bond which expired on July 18, 2017. The contractor has agreed to extend their Bid Bond until August 18, 2017.

Conclusion
In view of the above findings, staff recommends that the Board find URE, first low bidder, to be non-responsive; declare PPC, second low bidder, to be the lowest responsive, responsible bidder; and award PPC the contract for this project.

Program Review Committee (PRC) Approval
The PRC approved a total budget of $906,500, including contingency, for this project on November 10, 2015.

Status of Financing
There is no impact to the General Fund. No funding is required in Fiscal Year 2016-17. The total funding for this project is not to exceed $864,876. Funds and appropriations are not yet identified, and existing appropriations may change based on available cash balances. Therefore, funds and appropriations, once determined by the Director of the Bureau of Sanitation or designee, will be reviewed and certified by the Director of the Office of Accounting or designee, as to the status and availability of funding.

The contract contains a “Financial Liability Clause” which states that “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”.

The following funding has been verified and approved by the Director of the Office of Accounting subject to the conditions described above:

<table>
<thead>
<tr>
<th>Fund No.*</th>
<th>Appropriation Unit No.</th>
<th>Budget Fiscal Year</th>
<th>Contract</th>
<th>Contingencies</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD*</td>
<td>WCIP** Budget SZT11348</td>
<td>2017/18</td>
<td>$372,500</td>
<td>$ 74,500</td>
<td>$447,000</td>
</tr>
<tr>
<td>TBD*</td>
<td>WCIP** Budget SZT11348</td>
<td>Future</td>
<td>$348,230</td>
<td>$ 69,646</td>
<td>$417,876</td>
</tr>
<tr>
<td>**Total</td>
<td></td>
<td></td>
<td>$720,730</td>
<td>$144,146</td>
<td>$864,876</td>
</tr>
</tbody>
</table>

*TBD = To be determined by the Director of the Bureau of Sanitation or appointed designee.
**WCIP = Wastewater Capital Improvement Program.
Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 3

July 31, 2017
Page 7

Report reviewed by:
BOE (ADM and EEO) and
BOS (FMD)

Report prepared by:
Project Award and Control Division
Edick B. Ohanian, PE, ENV SP
Division Engineer
Phone No. (213) 847-0577

Compliance Review performed
and approved by:

Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
Date: 1/30/17

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

Questions regarding this report may be referred to:
Amy So, PE, Project Manager
Phone No. (310) 648-6239
E-mail: Amy.So@lacity.org
Department of Public Works

Bureau of Engineering
Report No. 1

November 26, 2018
CD No. 15

AUTHORITY TO INCREASE THE BUDGET CONTINGENCY, ISSUE CHANGE ORDER NOS. 4, 5, AND 6, AND ISSUE SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 7 TO PPC CONSTRUCTION, INC., (CONTRACT NO. C-129918) FOR THE CAPITAL IMPROVEMENT PROJECT (CIP) 5224 TERMINAL ISLAND WATER RECLAMATION PLANT (TIWRP) - DISSOLVED AIR FLOTATION THICKENER (DAFT) MODIFICATION PROJECT, (WORK ORDER NO. SZT11348)

RECOMMENDATIONS

1. Authorize $250,000 in additional contingency and approve a revised construction budget of $1,114,876 for this project, and extend the contract duration from 398 to 483 calendar days.

2. Authorize the City Engineer to issue Change Order Nos. 4, 5, and 6 for this project.

3. Authorize the City Engineer to execute final Supplemental Agreement Change Order No. 7.

TRANSMITTALS

1. Copy of Preliminary Change Order No. 4.

2. Copy of Preliminary Change Order No. 5.

3. Copy of Preliminary Change Order No. 6.

4. Copy of Preliminary Supplemental Agreement Change Order No. 7.

DISCUSSION

Background

On July 31, 2017, the Board of Public Works (Board) awarded a contract to PPC Construction, Inc. in the amount of $720,730, with a contingency amount of $144,146, for a total approved construction budget of $864,876 to construct the TIWRP-DAFT modification. This project is to replace six float skimmers including skimmer blades, blade support and bolts, variable speed drive, air flow control panel, back pressure pipe and valve assembly, 8-inch pressurization loop piping, recirculation pumps, air compressor with control panel, Thickened Waste Activated Sludge (TWAS) pumps, and tie-in connections to bypass the blending tank by connecting the TWAS pump discharge line to the digester feed pump discharge line, electrical, controls, and all other ancillary components.
REPORT NO. 4 (TRANSMITTAL NO. 1)

To prevent any interruption to the plant operations, the TIWRP has requested to increase the flow rate for the temporary DAFT unit from 200 gallons per minute (gpm) to 400 gpm. As a result, larger diameter piping systems are needed to accommodate the increased flow rate. Change Order No. 4, in the estimated amount of $250,000, will compensate the contractor for a portion of the total cost associated with installing the temporary DAFT unit.

CHANGE ORDER NO. 5 (TRANSMITTAL NO. 2)

As stated above, to prevent any interruption to the plant operations, the TIWRP has requested to increase the flow rate for the temporary DAFT unit from 200 to 400 gpm.
Change Order No. 5, in the estimated amount of $40,000, will compensate the contractor for renting the DAFT unit for an additional two months.

**Change Order No. 6 (Transmittal No. 3)**
The contract documents specify a 10 horsepower motor ancillary to the DAFT unit; however, a 15 horsepower motor is needed due to the larger DAFT unit to provide adequate pressure to deliver the air throughout the DAFT system, and enough pressure to convey the sludge to the top of the digesters. Change Order No. 6, in the estimated amount of $30,000, will compensate the contractor for procuring and installing a 15 horsepower motor in lieu of a 10 horsepower motor.

**Supplemental Agreement Change Order No. 7 (Transmittal No. 4)**
When the cumulative value of change orders on a given project exceeds 25 percent of the original contract amount, Board approval and a Supplemental Agreement Change Order are required. Final execution of Change Order Nos. 4, 5 and 6 will exceed 25 percent of the contract amount as shown in the table below; therefore, a Supplemental Agreement Change Order will need to be issued to the contractor. Upon Board approval of this report, the BOE will execute Supplemental Change Order No. 7 with the contractor to accomplish the following:

- Allow the value of executed change orders to exceed 25 percent of the contract amount requiring the contractor to acknowledge that there will be no change to the terms and conditions of the contract.

- Allow the execution of Change Order Nos. 4-6 and future change orders up to the approved construction budget. The maximum change order percentage will not exceed 54.1 percent as per the below table unless approved by the Board.

- Extend the contract duration by 85 non-compensable calendar days from 398 calendar days to 483 calendar days to account for the additional time for the contractor to complete the extra work associated with Change Order Nos. 4-6 and complete the project.

**Additional Contingency**
Construction is approximately 20 percent complete. The remaining work includes replacing skimmer blades in the existing DAFT, removing the existing recirculation pumps and installing new ones, and installing a new TWAS pump. Additional contingency in the
amount of $50,000 is needed to complete remaining work and potential change orders due to unforeseen conditions including instrumentation and controls troubleshooting, electrical troubleshooting, and potential future City of Los Angeles (City) related delays.

**Status of Change Orders**

A summary of the current change order status is presented below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total No. of Change Orders</th>
<th>Dollar ($) Amount</th>
<th>Percent (%) Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully Executed Change Orders</td>
<td>3</td>
<td>$20,207.11</td>
<td>2.80%</td>
</tr>
<tr>
<td>Preliminary Change Orders</td>
<td>4</td>
<td>$320,000.00</td>
<td>44.40%</td>
</tr>
<tr>
<td>Future Change Orders/Contingency</td>
<td>TBD</td>
<td>$50,000.00</td>
<td>6.90%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7</strong></td>
<td><strong>$390,207.11</strong></td>
<td><strong>54.10%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>Original Contingency</th>
<th>Original Authorized Budget</th>
<th>Requested Additional Contingency</th>
<th>New Authorized Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$720,730</td>
<td>$144,146</td>
<td>$864,876</td>
<td>$250,000</td>
<td>$1,114,876</td>
</tr>
</tbody>
</table>

**Program Review Committee (PRC)**

The PRC approved the revised budget of $1,114,876 on July 11, 2018.

**STATUS OF FINANCING**

There is no impact to the General Fund. The total funding for this change order is not-to-exceed $250,000. Additional funding in the amount of $250,000 is available in the Fund No. 70W, Department No. 50, Appropriation Unit No. 50RHD9.

However, funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director of Sanitation or designee.

The contract contains a “Financial Liability Clause” that states that “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  
Report No. 1

November 26, 2018  
Page 5

( MJS RMK KRR AKN )

Report reviewed by:  
BOE (ADM) and (BOS (FMD)

Report prepared by:  
Environmental Engineering Division

Michael J. Sarullo, PE, ENV SP  
Division Engineer  
Phone No. (310) 648-6120

Statement as to Funds Approved by:  

Victoria A. Santiago, Director  
Office of Accounting  
Fund Ref. 70W/50/50RHD9/$250,000  
Date: 11/2/2018

Lisa B. Mowery, Chief Financial Officer  
Bureau of Sanitation  
Date: 11-8-18

MJS/AS/08-2018-0159.EED.gva

Questions regarding this report may be referred to:  
Amy So, PE, LEED AP, ENV SP, Project Manager  
Phone No. (310) 648-6239  
E-mail: Amy So@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP  
City Engineer
1. **Reason for Change:**
This Supplemental Agreement Change Order will extend the contract duration resulting from design modifications to the temporary Dissolved Air Floatation Thickener (DAFT) unit size, air compressor upgrade, additional valves, and field rerouting of piping as directed by Terminal Island management team. Additionally, the City will compensate the Contractor for these modifications that increased the scope for this project, resulting in the issuance of multiple preliminary change orders (PCOs). The current Contract completion date is October 7, 2018. The City met with the Contractor on several occasions to discuss and negotiate all outstanding PCOs. As a result, the City and the Contractor mutually agreed to extend the contract completion date from October 7, 2018 to July 3, 2019.

With the approval of this Supplemental Change Order, the total net dollar value of all executed Change Orders, taking into consideration both additive and deductive changes will exceed 25% of the Original Contract Price of $720,730.00.

2. **Description of Change:**
The Contractor acknowledges that by executing this Supplemental Agreement Change Order there will be no adjustment to the Contract Bid Item Prices as submitted by the Contractor as part of its Contract Bid Amount.

The Final Contract Closeout Change Order will be issued to credit the City for unexpended fixed cash allowances in accordance with the Contract Document when the Bureau of Contract Administration (BCA) issued the Statement of Completion.

3. **Change in Contract Amount:**
There are no additional changes to the contract amount. This is a no-cost change order.

4. **Change in Contract Duration:**
This change order extends the Contract Duration by 269 calendar days changing the Contract completion date from October 7, 2018 to July 3, 2019. Of this amount, 85 calendar days are non-compensable. The Contractor shall submit a Time Impact Analysis to the City for review and approval to determine whether the remaining balance of time, 184 calendar days, are compensable. Any compensation will be addressed in a subsequent change order.

<table>
<thead>
<tr>
<th><strong>Original Contract Amount</strong>: $720,730.00</th>
<th><strong>Previous C.O.'s Add/(Deduct)</strong>: $249,796.11</th>
<th><strong>This C.O. Add/(Deduct)</strong>: $0.00</th>
<th><strong>Revised Contract Amount</strong>: $970,526.11</th>
<th><strong>Cost and Schedule Control Summary</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Contract Duration</strong>: 350 Calendar Days</td>
<td><strong>Previous C.O.'s Add/(Deduct) Duration</strong>: 96 Calendar Days</td>
<td><strong>This C.O. Add/(Deduct) Duration</strong>: 259 Calendar Days</td>
<td><strong>Revised Contract Completion Date</strong>: July 3, 2019</td>
<td><strong>Revised Contract Duration</strong>: 967 Calendar Days</td>
</tr>
</tbody>
</table>
SUPPLEMENTAL AGREEMENT CHANGE ORDER

<table>
<thead>
<tr>
<th>TIWRP DAFT Modifications</th>
<th>Project No.</th>
<th>Change Order No.</th>
<th>File No.</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Order Number</td>
<td>5224</td>
<td>007</td>
<td>8-8-1</td>
<td>2 of 2</td>
</tr>
<tr>
<td>Contract Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item No.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplemental Agreement Change Order</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Plan Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPC Construction, Inc.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Changed/Unforeseen Conditions</th>
<th>Errors and Omissions</th>
<th>Changed in Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[X]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schedule Activity</th>
<th>Specification Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>01254</td>
</tr>
</tbody>
</table>

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the CONTRACTOR, all Subcontractors, and all Suppliers, as a result of the change. The CONTRACTOR on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

Approved by the Board of Public Works on:

BOARD OF PUBLIC WORKS: [Signature] [Date: 12/12/18]

BOARD OF PUBLIC WORKS: [Signature] [Date: ]

APPROVED AS TO FORM: [Signature] [Date: 12/12/18]

CITY ATTORNEY’S OFFICE: [Signature] [Date: ]

SUBMITTED BY: [Signature] [Date: 12/7/18]

APPROVED BY: [Signature] [Date: 12/6/18]

APPROVED BY: [Signature] [Date: 12/10/18]

APPROVED BY: [Signature] [Date: ]

Board of Public Works Meeting - July 21, 2020 - PAGE 369
1. Reason for Change

Bid Allowance item No. 3 was created for compensating the Contractor for renting and installing the temporary DAFT unit during the modifications of the existing DAFT facility. Bid Allowance Item #3 allotted funds have been exhausted. Change Order #004 compensated the Contractor for the total cost associated with the installation of the temporary DAFT unit.

In CO #16 a time extension added 58 calendar days, non-compensable changing the Contract completion date from July 3, 2019 to August 30, 2019.

Therefore, this CO is required to increase the CO board authority, as there are two more impending COs and not enough funds; as well as extend the previous completion date.

2. Description of Change

This Supplemental Agreement Change Order shall:

- Compensate the contractor for outstanding rental of the temporary DAFT, Vendor-provided start up assistance, removal of the temporary DAFT, and associated miscellaneous costs.
- Increase the CO budget authority for this CO and upcoming COs. This would revise the Contract Price to $1,403,982.90, and would require $289,106.90 in additional funds.

This is not an authorization to proceed with the proposed change order. Do not perform any work that may conflict with the proposed change order without further authorization by the City.

Submitted By: Aroosa Ansari Date: 04/02/2020
Construction Manager

Approved By: David Copp Date: 04/02/2020
Sr. Engineer / Division Manager

Uploaded Files
File Name | Size(Bytes) | Uploaded By
--- | --- | ---
SoC S2T11348.pdf | 56997 | Aroosa Ansari

Document links
Change Order 004: DAFT Temporary Unit Installation
Change Order 016: Time Extension Non-Compensable
BPW Meeting - Item (8)

BPW-2020-0442

CD 15

CHANGE ORDER NO. 025 - OHL USA, INC. - MACHADO LAKE PIPELINE PROJECT-EASTERN REACH

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a Change Order No. 025 to OHL USA, Inc. for a not-to-exceed amount of $763,489 for the Machado Lake Pipeline Project-Eastern Reach to change the shoring type in work area 17.

(W.O. SZC13450, C-131470)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOE BOS 2</td>
</tr>
<tr>
<td>BOE BOS 2 TR1</td>
</tr>
<tr>
<td>BOE BOS 2 TR2</td>
</tr>
<tr>
<td>BOE BOS 2 TR3</td>
</tr>
<tr>
<td>BOE BOS 2 TR4</td>
</tr>
</tbody>
</table>
Department of Public Works

Bureau of Engineering
Bureau of Sanitation
Joint Report No. 2

July 21, 2020
CD No. 15

**ISSUE CHANGE ORDER NO. 025 TO OHL USA, INC. FOR THE MACHADO LAKE PIPELINE PROJECT-EASTERN REACH (WORK ORDER NO. SZC13450, CONTRACT NO. C-131470)**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

AUTHORIZE the City Engineer to issue a change order to OHL USA, Inc. (OHL) for a not-to-exceed amount of $763,489 for the Machado Lake Pipeline Project-Eastern Reach (Project) to change the shoring type in Work Area 17.

**TRANSMITTALS**


2. Copy of confirmation e-mail for Emergency Change Authorization from the BOE Liaison Commissioner, dated April 10, 2020.


**DISCUSSION**

**Background**

On May 25, 2018, the Board awarded a contract to OHL in the amount of $15,921,294 with a contingency amount of $3,184,259 for a total approved construction budget of $19,105,533 to construct the Project (Transmittal No. 1). This Project is a joint project between the Los Angeles Department of Water and Power (LADWP) and the Department of Public Works and is governed by the Memorandum of Agreement WR-12-1050, approved by the Board on February 15, 2013. The agreement states that the Project will be designed and funded by the LADWP and awarded through the Board. The contract duration is 954 calendar days.

Construction of this pipeline will complete the loop network of the recycled water distribution system in the Harbor area and allow water produced by LA Sanitation and Environment at Terminal Island Water Reclamation Plant to be conveyed to additional end-users.
The Project consists of the installation of approximately 6,500 linear-feet of 24-inch ductile iron recycled water pipe. The Project consists of three segments. The alignment starts at E Street and Quay Avenue, travels north on Quay Avenue, east on Anaheim Street, to tee off and connect to existing pipe on Mahar Avenue and on Anaheim Street east of Alameda Street. An additional portion of pipe is to be installed along L Street between Hyatt Avenue and McFarland Avenue. A map of the Project site is shown in Figure No. 1 below:

![Project Site Map](image)

**Figure No. 1 - Project Site Map**

**Change Order No. 025**

In order to eliminate the potential of mobilizing a known plume of ground water contamination, the contractor was directed to change the method of shoring for Work Area 17 located on Anaheim Street (at the intersection of Anaheim Street and Alameda Street). During the design phase anticipated dewatering flow rates were used to calculate the dewatering area of influence to evaluate potential impact to the nearby contamination plume. During construction the actual dewatering flow rates were five times larger than anticipated and this was to flow continuously for six months. Under this actual construction scenario the risk of mobilizing the contaminated plume was so great that the decision to modify the method of shoring was taken. The contractor had previously planned to install a
“slide rail” shoring system with continuous dewatering but will instead install a watertight sheet pile shoring system which will eliminate the need to continuously dewater. To prevent potential further construction delays and delays in providing recycled water to end users, an emergency authorization to issue a change order for a not-to-exceed amount of $840,000 for changing the shoring type for Work Area 17 was requested, and approval was received from the BOE Liaison Commissioner (Transmittal No. 2). Actual Emergency Change Order No. 025 (Transmittal No. 3) was issued on April 13, 2020. Subsequently, negotiations with the contractor resulted with the final cost of Change Order No. 025 (Transmittal No. 4) in the amount of $763,489 pending Board approval.

**Status of Change Orders**

A summary of the current change order status is presented below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total No. of Change Orders</th>
<th>Dollar ($) Amount</th>
<th>Percent (%) Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully Executed Change Orders</td>
<td>23</td>
<td>$709,201</td>
<td>4.45%</td>
</tr>
<tr>
<td>Emergency/Preliminary Change Orders</td>
<td>5</td>
<td>($675,416)</td>
<td>(4.24%)</td>
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<tr>
<td>Change Order per this Board Report</td>
<td>1</td>
<td>$763,489</td>
<td>4.80%</td>
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<tr>
<td>Total</td>
<td>29</td>
<td>$797,274</td>
<td>5.01%</td>
</tr>
</tbody>
</table>

**Program Review Committee (PRC)**

The PRC was briefed on this change order, which is within the approved contingency amount, on May 13, 2020.

**STATUS OF FUNDING**

There is no impact to the General Fund. The total funding for Change Order No. 025 is $763,489. Funding in the amount of $763,489 is available in Sewer Capital Fund No. 761, Department No. 50, and Appropriation Unit No. 50RGC5.

Funds and appropriations for future fiscal years are not yet identified, and existing appropriations may change based on available cash balances; therefore, funds and appropriations, will be determined by the Director of LA Sanitation and Environment or designee.

The City of Los Angeles’ (City) 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.
Joint Report No. 2

Page 4

( CFJ RMK KRR LBM )

Report reviewed by:

BOE (ADM and CWD)
and LASAN (FMD)

Report prepared by:

Clean Water Division

Christopher F. Johnson, PE, GE
Division Engineer
Phone No. (213) 485-1165

Statement as to funds approved by:

Miguel De La Peña, Director
Office of Accounting
Fund Ref. 761/50/50RGC5/$763,489
Date: 07/08/2020

Lisa B. Mowery, PE
Chief Financial Officer
Bureau of Sanitation
Date: 6/19/20

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Enrique C. Zaldivar, PE
Director and General Manager
Bureau of Sanitation

Questions regarding this report
may be referred to:
Mohammad Al-jamal, Project Manager
Phone No. (213) 847-0322
E-mail: Mohammad.Al-jamal@lacity.org
REQUEST TO AWARD A CONTRACT FOR THE MACHADO LAKE PIPELINE PROJECT - EASTERN REACH - WORK ORDER NO. SZC13450

RECOMMENDATIONS

1. Find Transmittal No. 1 to be unmerited, as discussed in this report.

2. Declare OHL USA, Inc. dba Group OHL USA, Inc. (OHL), first low bidder, to be the lowest responsive, responsible bidder, and award OHL a contract for this project for $15,921,294.

3. Authorize the President or two members of the Board of Public Works (Board) to execute the contract after approval as to form has been obtained from the City Attorney.

TRANSMITTALS

1. Communication No. 122242, copy of letter, dated February 27, 2018, from Mr. Patrick J. Duffy III, Monteleone & McCrory, LLP (M&M), representing Vido Artukovich & Son, Inc./Vidmar, Inc., a Joint Venture (VAS), 725 South Figueroa Street, Suite 3200, Los Angeles, CA, 90017-5446.

2. Summary of bids received on February 14, 2018.

3. Communication No. 122244, copy of letter, dated March 5, 2018, from Mr. Craig Huss, OHL, 1920 Main Street, Suite 310, Irvine, CA, 92614.

DISCUSSION

Background

The Project - Eastern Reach is a joint project between the Los Angeles Department of Water and Power (LADWP), and the Department of Public Works, governed by Memorandum of Agreement WR-12-1050, approved by the Board on February 15, 2013. The agreement states that the Project will be designed and funded by the LADWP, and awarded through the Board of Public Works. The contract recommended for award by this report represents the second phase of a two-phase project. Construction of
Joint Report No. 1
Page 2

This pipeline will complete the loop network recycled water distribution system in the Harbor Area, and allow water from Terminal Island to convey to additional end users.

The Project consists of the installation of approximately 6,500 linear-feet of 24-inch ductile iron recycled water pipe. The Project consists of three segments. The alignment starts at E Street and Quay Avenue, travels north on Quay Avenue, east on Anaheim Street, to tee off and connect to existing pipe on Mahar Avenue and on Anaheim Street east of Alameda Street. An additional portion of pipe is to be installed along L Street between Hyatt Avenue and McFarland Avenue. There are five locations that will be installed by pipe jacking:

- Quay Avenue, crossing G Street.
- Anaheim Street, from west of Eubank Avenue to east of Dominguez Avenue.
- Anaheim Street, from Pioneer Avenue to Watson Avenue.
- Anaheim Street, crossing Alameda Street.
- L Street, between Hyatt Avenue and McFarland Avenue.

The remainder of the work will be constructed by open trench. The work to be done under this contract includes the furnishing of project management, labor, materials, tools, and equipment. The contract duration is 954 calendar days.
The project has been reviewed for environmental considerations. On October 20, 2009, the Board of Water and Power Commissioners adopted the report which found that the Harbor Refineries Recycled Water Pipeline Project Final Environmental Impact Report, which includes the segments of pipe being constructed under this project, was completed in compliance with the California Environmental Quality Act.

**Bid Review**

The lowest of the six bids received (Transmittal No. 2) compared with the City Engineer’s estimate of $15,500,000 is:

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Contractor Name</th>
<th>Bid Amount</th>
<th>(%) High/Low</th>
<th>(%) Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid</td>
<td>OHL (OBE)</td>
<td>$15,921,294</td>
<td>2.72% High</td>
<td></td>
</tr>
</tbody>
</table>

MNR Construction, Inc. (MNR), second low bidder, listed their Total Bid Amount incorrectly. Staff corrected MNR’s Total Bid Amount in accordance with the procedures set forth in the General Instructions and Information for Bidders. MNR was contacted and notified of corrections. The corrections did not change the order of the bids.

Based on the range of bids submitted for this project, staff believes this bid is reasonable. The contract may be awarded to OHL, first low bidder, subject to verification of all other bidding requirements.

**Local Business Preference (LBP) Program**

City Ordinance No. 181910 adopted the LBP Program. This Program is designed to increase local employment and expenditures in the local private sector. Bidders that qualify as a LBE may be granted an 8 percent reduction of their bid amount solely for bid
evaluation purposes. Additionally, all non-LBE bidders may be granted a 1 percent reduction, up to a maximum of 5 percent, of their bid amount for bid evaluation purposes, for every 10 percent of their bid that is to be performed by an LBE subcontractor. The Program also includes a provision which states that an Awarding Authority has the right to determine, at any time before the award of a contract, that it is not in the City of Los Angeles (City) best interest to grant a bid reduction to a qualifying LBE.

For this project, the Bureau of Contract Administration (BCA) verified that the first low bidder, OHL, is not a certified LBE, and that the second low bidder, MNR Construction, Inc., is a certified LBE. However, when the LBP is applied, it does not change the order of the bids.

**Business Inclusion Program (BIP)**

On January 12, 2011, the mayor issued Executive Directive No. 14 (which created the BIP. This program provides MBE, WBE, SBE, EBE, DVBE, and OBE firms an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires bidders to perform and document a BIP Outreach via the internet utilizing the Los Angeles Business Assistance Virtual Network service.

This project was advertised with anticipated participation levels of 4 percent MBE, 2 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE, and with mandatory BIP documentation requirements. The Office of Contract Compliance, based on a review of the documents submitted by OHL, reported that the contractor pledged participation levels of 1.26 percent MBE, 0 percent WBE, 0.77 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 28.49 percent OBE, and complied with the BIP outreach requirements of the bid. The Mandatory Subcontracting Minimum requirement for this project is 25.00 percent and the contractor has complied by pledging a subcontractor participation level of 31.56 percent. This percentage was calculated after subtracting the fixed cost items of $525,500 from the total bid amount.

OHL pledged the following subcontractor utilization:

Gender/Ethnicity Codes:

- **AA** = African American
- **APA** = Asian Pacific American
- **NA** = Native American
- **M** = Male
- **HA** = Hispanic American
- **SAA** = Subcontinent Asian American
- **C** = Caucasian
- **F** = Female

Board of Public Works Meeting - July 21, 2020 - PAGE 379
Communications Received

In a letter, dated February 27, 2018 (Transmittal No. 1), from Mr. Patrick J. Duffy, III, M&M, representing VAS, fourth low bidder, stated that the bid proposal submitted by OHL, first low bidder, and MNR, second low bidder, should be deemed non-responsive due to the fact that neither of those contractors listed a qualified specialty subcontractor to perform Pre-Excavation Grouting as required by Specification Section 02412 “Ground Treatment for Tunnel” (as VAS did, specifically listing subcontractor, Osmun Construction), and due to the fact that neither contractor has the requisite Pre-Excavation Grouting experience required to perform the work themselves.

Therefore, both OHL and MNR should be deemed non-responsive, and VAS should be awarded the contract, since VAS would be the third lowest bidder for bid evaluation purposes after the LBE is applied.

**OHL’s Response to Communications Received**

In a letter, dated March 5, 2018 (Transmittal No. 3), from Mr. Craig Huss, OHL explained why OHL’s bid should remain responsive.

1. M&M alleges that OHL did not list a subcontractor to perform Pre-Excavation Grouting in compliance with Contract Specifications Section 02412. However, Section 02412.1.5 Submittals requires the contractor to submit the “Experience and qualifications of grouting supervisor”, not the contractor. This requirement can be met by the employment, directly or indirectly, of a supervisor meeting the criteria listed. There is no requirement to subcontract the work out, no requirement to provide this information with the bid, and no requirement that providing this information is a condition of award.
Joint Report No. 1

Page 6

2. The Board expressed that ["At the time of bid, the contractor must possess a valid State of California Contractor's License Classification of A"], which is consistent with the license requirement for the type of fixed works described in the State of California Business & Professions Code Section 7506 (construction of a pipeline). The Contractor's State License Board has held that a contractor may contract to perform all or any part of a project under the “A” Classification provided the work is part of the type of projects listed in the State of California Business & Professions Code Section 7056. There are no additional requirements by these contract documents for the contractor to possess any other or additional licenses.

Therefore, OHL should be deemed the lowest responsible and responsive bid, and OHL should be awarded the contract.

Staff’s Response
Since MNR is not being considered for award of this project, staff recommends that the Board disregard those portions of Transmittal No. 1 relating to MNR.

Prime contractors are not required to subcontract the work specified under Contract Specifications Section 02412 and may perform it with their own forces. OHL did not list a subcontractor for this work so they are required to perform this work with their own forces. OHL’s workers must possess the proper licenses prior to the start of any work on the project. The Inspector of Public Works shall verify that the contractor holds the proper license classification for the work described and will approve them prior to the start of this work. Staff expects OHL to be properly licensed prior to the execution of the work described. Furthermore, Staff finds that failure to submit the contractor’s proposed grouting supervisor of itself is neither deliberately misleading nor incomprehensible, and not grounds for deeming the bid non-responsive.

Therefore, staff recommends that the Board find those portions of Transmittal No. 1 relating to OHL to be unmerited.

The Assistant City Attorney, Mr. Edward Jordan, has concurred with the recommendations contained in this report.

Compliance with the City’s Non-Discrimination Policies

Previous Work Record
OHL has worked on numerous contracts issued by the Board. No significant or unresolved problems in inspection, contract compliance, or bidder responsibility have been experienced by the BCA.
The following table summarizes the previous MBE/WBE/SBE/EBE/DVBE/OBE participation levels pledged by OHL in the past five years under the BIP:

<table>
<thead>
<tr>
<th>No. of Contracts</th>
<th>Total ($) Amount of Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,066,000</td>
<td>$74,841,795</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pledged MBE ($) Amount</th>
<th>Pledged WBE ($) Amount</th>
<th>Pledged SBE ($) Amount</th>
<th>Pledged EBE ($) Amount</th>
<th>Pledged DVBE ($) Amount</th>
<th>Pledged OBE ($) Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,066,000</td>
<td>$2,060,000</td>
<td>$17,261,000</td>
<td>$365,000</td>
<td>$0</td>
<td>$11,411,881</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total MBE (%)</th>
<th>Total WBE (%)</th>
<th>Total SBE (%)</th>
<th>Total EBE (%)</th>
<th>Total DVBE (%)</th>
<th>Total OBE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.79%</td>
<td>2.75%</td>
<td>23.06%</td>
<td>0.49%</td>
<td>0.00%</td>
<td>15.25%</td>
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</table>

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10, of the City’s Administrative Code (L.A.A.C.), the project manager and the city inspector for this construction contract shall submit Contractor Performance Evaluation Reports to the BCA (Department of Public Works) upon completion of this contract.

**Peak Hour Construction and Right-of-Way Obstruction Regulations**

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

**Contractor Responsibility Ordinance**

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles’ Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all the requirements specified in the Ordinance may render this bidder’s contract subject to termination pursuant to the conditions expressed therein.

**Project Labor Agreement (PLA)**

The project incorporates a PLA. The PLA will facilitate an orderly settlement of labor disputes and grievances without strikes, work stoppages, or lockouts to assure the timely and economical completion of the project. The PLA will also promote employment opportunities for local residents and will provide apprenticeship training for the duration of the construction. The contractor will be bound on all the provisions of the PLA.
Bid Bond Extension
OHL, first low bidder, MNR, second low bidder, Blois Construction, Inc. (Blois), third low bidder, and VAS, fourth low bidder, were all requested to extend their Bid Bonds which expired on May 15, 2018. OHL, Blois, and VAS have all agreed to extend their Bid Bonds until June 15, 2018. MNR did not respond to messages, and therefore did not extend their Bid Bond.

Conclusion
In view of the above findings, staff recommends that the Board find Transmittal No. 1 to be unmerited; declare OHL, first low bidder, to be the lowest responsive, responsible bidder; and award OHL the contract for this project.

Program Review Committee (PRC) Approval
The PRC approved a total budget of $25,036,400, including contingency, for this project on October 25, 2017.

Status of Financing
There is no impact to the General Fund. The total funding for this project is not-to-exceed $19,105,553. No funds are required in this fiscal year. Funding will be budgeted within the Sewer Construction and Maintenance Fund, as indicated below.

However, funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director of Sanitation or appointed designee.

The contract contains a "Financial Liability Clause" which states that "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."

The following funding has been verified and approved by the Director of the Office of Accounting, subject to the conditions described above:

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Appropriation Unit No.</th>
<th>Budget Fiscal Year</th>
<th>Contract</th>
<th>Contingencies</th>
<th>Total</th>
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<tr>
<td>TBD</td>
<td><strong>WCIP Budget</strong></td>
<td>2018/19</td>
<td>$4,352,000</td>
<td>$1,088,000</td>
<td>$5,440,000</td>
</tr>
<tr>
<td>TBD</td>
<td>WCIP Budget</td>
<td>Future</td>
<td>$11,569,294</td>
<td>$2,096,259</td>
<td>$13,665,553</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$15,921,294</strong></td>
<td><strong>$3,184,259</strong></td>
<td><strong>$19,105,553</strong></td>
</tr>
</tbody>
</table>

*To be determined by the Director of the Bureau of Sanitation or appointed designee.
**WCIP = Wastewater Capital Improvement Program
Department of Public Works  
Bureau of Engineering  
Bureau of Contract Administration  
Joint Report No. 1  

May 25, 2018  
Page 9

( EO CFJ  RMK KRR CLS )

Report reviewed by: 
BOE (ADM and POB) 
and BOS (FMD)

Report prepared by: 
Project Award and Control Division

Edick Ohanian, PE, ENV SP  
Division Engineer  
Phone No. (213) 847-0577

Compliance Review performed and approved by: 

Hannah Choi, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

Statement as to Funds approved by: 

Victoria A. Santiago, Director  
Office of Accounting

Fund Reference: 
FY 2018/19/TBD/WCIP Budget/$ 5,440,000  
Future/TBD/WCIP Budget/ $13,665,553  
Total $19,105,553

Date: ____________

EO/KC/04-2018-0067 PAC cci

Questions regarding this report may be referred to: 
Karynna Carlos, Project Manager  
Phone No. (213) 485-5918  
E-mail: Karynna.Carlos@lacity.org

Respectfully submitted, 

Gary Lee Moore, PE, ENV SP  
City Engineer  
Bureau of Engineering

John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration
Fwd: Machado Lake Pipeline - Eastern Reach

3 messages

Christopher Johnson <christopher.johnson@lacity.org>
To: Mohammad Al-jamal <mohammad.al-jamal@lacity.org>, Neel Mistry <neel.mistry@lacity.org>
Fri, Apr 10, 2020 at 8:47 AM

FYI

Christopher F. Johnson, PE, GE
Clean Water Division | Principal Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 620
Los Angeles, CA 90015
Mail Stop 538
Phone: | Cell: 213 923 4707
christopher.johnson@lacity.org

Proud Recipient of the Mayor’s Office 2019 Gender Equity Award!

-------- Forwarded message --------
From: Jessica Caloza <jessica.caloza@lacity.org>
Date: Fri, Apr 10, 2020 at 8:43 AM
Subject: Re: Machado Lake Pipeline - Eastern Reach
To: Christopher Johnson <christopher.johnson@lacity.org>
Cc: Kenneth Redd <ken.redd@lacity.org>, Andy Flores <andy.flores@lacity.org>, Jose FUENTES <jose.fuentes@lacity.org>, Lyndsay Naish <lyndsay.naish@lacity.org>, Erik Munoz <erik.munoz@lacity.org>

Hi Chris,

Thanks for the phone briefing. I'm good with this request.

Sincerely,
Jessica

Jessica M. Caloza
Commissioner
Board of Public Works
Phone: 213.978.0253

---

On Thu, Apr 9, 2020 at 7:06 PM Christopher Johnson <christopher.johnson@lacity.org> wrote:
Yes. 213-923-4707

Christopher F. Johnson, P.E., G.E., Principal Civil Engineer
Proposition O Clean Water Division
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 600
Los Angeles, CA. 90015-2213
O: (213) 485-1165 | F: (213) 485-3122
Sent from my iPhone

---

Board of Public Works Meeting - July 21, 2020 -
On Apr 9, 2020, at 6:29 PM, Jessica Caloza <jessica.caloza@lacity.org> wrote:

Great, please let me know the best number to reach you at.

Sincerely,
Jessica

---

Jessica M. Caloza
Commissioner
Board of Public Works
Phone: 213.978.0253

---

On Thu, Apr 9, 2020 at 5:27 PM Christopher Johnson <christopher.johnson@lacity.org> wrote:

Yes, I can do 8:30.

Christopher F. Johnson, P.E., G.E., Principal Civil Engineer
Proposition O Clean Water Division
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 600
Los Angeles, CA. 90015-2213
O: (213) 485-1165 | F: (213) 485-3122
Sent from my iPhone

---

On Apr 9, 2020, at 5:10 PM, Jessica Caloza <jessica.caloza@lacity.org> wrote:

Hi Christopher,

Can we schedule a quick call on this tomorrow? Would you be free at 8:30am? Thank you.

Sincerely,
Jessica

---

Jessica M. Caloza
Commissioner
Board of Public Works
Phone: 213.978.0253

---

On Thu, Apr 9, 2020 at 3:57 PM Christopher Johnson <christopher.johnson@lacity.org> wrote:

Good Afternoon Commissioner Caloza,

This email is to request approval to issue two shoring-related change orders for the subject project in an amount not to exceed an addition of $840,000 or less for one change order, and in an amount not to exceed a deduction of $716,000 or less for the other change order. Also requested is your approval to proceed with work at this time.

The Machado Lake Pipeline - Eastern Reach is a joint project between the Department of Water and Power (LADWP) and the Department of Public Works. This pipeline will complete the Loop Network Recycled Water Distribution System in the Harbor Area and allow water from Terminal Island to be conveyed to additional end users.
The Project consists of installation of approximately 6,500 linear feet of 24-inch ductile iron recycled water pipe. The Project consists of three segments. The alignment starts at E Street and Quay Avenue, travels north on Quay Avenue, east on Anaheim Street, to tee off and connect to existing pipe on Mahar Avenue and on Anaheim Street east of Alameda Street. An additional portion of pipe is to be installed along L Street between Hyatt Avenue and McFarland Avenue. The construction contract was awarded on May 25, 2018 in the amount of $15,921,294 to OHL USA Inc. and Notice to Proceed was issued on July 09, 2018.

In order to eliminate the potential of mobilizing a known plume of groundwater contamination, the Contractor was directed to modify the method of shoring for Work Area 17 near Anaheim Street and Alameda Street. The Contractor had planned to install a “slide rail” system with continuous dewatering, and they will now install a water-tight sheet pile shoring system which eliminates the need to continuously dewater. Diagrams of these two shoring types are provided in the attachment along with a map of the location. The deduct change order eliminates the slide rail system and the dewatering and the additive change order replaces it by adding the sheet pile system. To prevent potential further construction delays, future delay claims, and delays in providing the recycled water to end users, it is urgent that the work proceed. At this point, there exists adequate contingency to pay for the two changes; however, the Board’s approval to issue these change orders is needed as the amount of each exceeds the City Engineer’s authority of $150,000. The LADWP supports these changes, and the construction is funded entirely with LADWP funds.

I am therefore requesting emergency authorization from you so that we can proceed with the work without delay. A follow up Board Report will be submitted within 30 days of your authorization.

Please let me know if you have any questions.

Christopher F. Johnson, PE, GE
Clean Water Division | Principal Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite 620
Los Angeles, CA 90015
Mail Stop 538
Phone: 213 923 4707
christopher.johnson@lacity.org

Proud Recipient of the Mayor’s Office 2019 Gender Equity Award!

Mohammad Al-jamal <mohammad.al-jamal@lacity.org> Fri, Apr 10, 2020 at 8:49 AM
To: Christopher Johnson <christopher.johnson@lacity.org>
Cc: Neel Mistry <neel.mistry@lacity.org>, Andy Flores <andy.flores@lacity.org>

Great news. Thank you Chris!

Mohammad Al Jamal, P.E., ENV-SP
Clean Water Division | Civil Engineer
Bureau of Engineering | Department of Public Works
1149 S. Broadway, Suite #620
Los Angeles, CA 90015
Mail Stop: 538
O: (213) 847-0322 | F: (213) 485-4590
http://eng.lacity.org/

Check out these sites and links! Go ahead, just click.

neel.mistry@lacity.org <neel.mistry@lacity.org> Fri, Apr 10, 2020 at 10:10 AM
To: mohammad.al-jamal@lacity.org, mohammad.al-jamal@lacity.org

Your message

To: mohammad.al-jamal@lacity.org
Subject: Re: Machado Lake Pipeline - Eastern Reach
Sent: 4/10/20, 9:49:33 AM MDT

was read on 4/10/20, 11:10:43 AM MDT
Phil Gillenwater, Project Manager
OHL

Project: Machado Lake pipeline Eastern Project - Eastern Reach
Subject: Emergency CO No. 025

Dear Phil Gillenwater:

You are directed to proceed with the work as described in Emergency CO No. 025, attached. Also, please provide a lump sum proposal for the change order with a complete itemized cost breakdown of all labor, materials and equipment, while continuing to perform the change order. Please submit your written cost proposal within two weeks from the date of this letter. This office will review your proposal and, if necessary, it will be negotiated for final resolution to the satisfaction of both parties.

In addition, please provide a CPM schedule analysis for any impact to the critical path of the construction schedule as a result of this change order. If applicable, provide an estimate in terms of calendar days, supported by the analysis, to be added or deducted from the critical path of the current project schedule.

Except as indicated otherwise, all work related to the proposed change shall be done in accordance with applicable portions of the original contract documents.

For all correspondence regarding this change, please reference Emergency CO No.025. If you have any questions, please contact at (213) 847-5261.

Sincerely,

Neel Mistry
Construction Manager
Construction Management Division

cc: Jesse.Mitchell@lacity.org,
    anthony.cruze@lacity.org,
    john.calderon@lacity.org,
    yolanda.rock@lacity.org,
    victor.manzo@lacity.org,
    evan.jackson@lacity.org
1. Reason for Change

In order to eliminate the potential mobilization of a known plume of ground water contamination, the Contractor was directed to modify the method of shoring for Work Area 17 (Intersection of Anaheim St. and Alameda St.). The Contractor has planned to install a slide rail system with continuous dewatering and will now install water tight sheet piles which will eliminate the need to continuously dewater.

Prop O was granted emergency authority by Public Works Commissioner Jessica Caloza, on April 10, 2020 to proceed with this work as an Emergency Change Order. Authorization email is attached.

2. Description of Change

This change order compensates the Contractor for the net cost difference for the following changes:

- Deduct slide rail shoring for the work area 17 jacking and receiving pits
- Deduct continuous dewatering for WA17 jacking and receiving pits
- Add watertight sheetpile shoring for the WA17 jacking and receiving pits.

3. Change In Contract Amount

Total amount of this Change Order shall not exceed $800,000.00.

The Contractor shall keep track of the costs, notify the Engineer in writing when the costs approach 50% and 75% of the not-to-exceed amount, and obtain approval from the Engineer before proceeding with any work that will exceed the stated amount. Final compensation will be based upon documented daily labor, material, and equipment costs to complete the scope of work defined above (if the change order is performed on a time & material basis), or on a lump sum basis (if the change order is negotiated full and final), and will be included in the final Change Order.

4. Change in Contract Duration
Submitted By: Neel Mistry  Date: 04/13/2020  
Construction Manager

Approved By: Mohammad Al-Jamal  Date: 04/13/2020  
Project Manager/Sr. Construction Manager

Approved By: Jose Fuentes  Date: 04/14/2020  
Sr. Engineer / Division Manager

Approved By: Phil Gillenwater  Date: 04/14/2020  
Contractor

Uploaded Files
File Name: MLPPER - C025 - BPW Commissioner Emergency Authorization.pdf  Size(Bytes): 860068  Uploaded By: Neel Mistry

Document links
Correspondence from GC 079 - Work Area # 17 Jacking & Receiving Pit Design Changes - PCO # 016
Correspondence from GC 099 - Request for Change - WA 17 Jacking and Receiving Pit
April 23, 2020

Phil Gillenwater, Project Manager
OHL

, CA

**Project:** Machado Lake pipeline Eastern Project - Eastern Reach

**Subject:** Change Order No. 025

Dear Phil Gillenwater:

Transmitted herewith is Change Order No.025 for your signature.

As agreed to in our meeting on 4/13/20, the final cost of this work with agreed upon mark-up, profit and impact cost is an addition of $763,489.00 The time delay related to this change order is deferred until the time impact analysis is submitted by the contractor and is reviewed and approved by the City.

After the Change Order is signed by all parties, you may proceed to submit it to the project inspector with your next monthly progress payment.

For all correspondence regarding this change, please reference Change Order No. 025. If you have any questions, please contact me at (213) 847-5261.

Sincerely,

[Signature]

Neel Mistry
Construction Manager
Construction Management Division

cc: Jesse.Mitchell@lacity.org,
anthony.cruze@lacity.org,
john.calderon@lacity.org,
yolanda.rock@lacity.org,
victor.manzo@lacity.org,
evan.jackson@lacity.org
**City of Los Angeles - Department of Public Works - Bureau of Engineering**

**CHANGE ORDER**

* Required Fields

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project No</th>
<th>CO No</th>
<th>Filing No</th>
<th>Page No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machado Lake pipeline Eastern Project - Eastern Reach</td>
<td>O1003</td>
<td>025</td>
<td>8.6.10</td>
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<tbody>
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<td>SZC13450</td>
<td>C-131470</td>
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<td>Work Area 17 - Change in Shoring Type due to Contaminated Gro</td>
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<thead>
<tr>
<th>Contractor</th>
<th>COR No</th>
<th>Plan Reference</th>
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<tbody>
<tr>
<td>OHL</td>
<td>028</td>
<td>Sheet 55</td>
</tr>
</tbody>
</table>

* Category

Unforeseen Conditions

Schedule Activity

Unforeseen Conditions

Specification Reference

1. Reason for Change

In order to eliminate the potential mobilization of a known plume of ground water contamination, the Contractor was directed to modify the method of shoring for Work Area 17 (Intersection of Anaheim St. and Alameda St.). The Contractor has planned to install a slide rail system with continuous dewatering and will now install water tight sheet piles which will eliminate the need to continuously dewater.

Prop O was granted emergency authority by Public Works Commissioner Jessica Cafioza, on April 10, 2020, to proceed with this work as an Emergency Change Order. Authorization email is attached.

2. Description of Change

This change order compensates the Contractor for the net cost difference for the following changes:

- Deduct slide rail shoring for the work area 17 jacking and receiving pits.
- Deduct continuous dewatering for WA17 jacking and receiving pits.
- Deduct the excavation of dewatered soil for the WA17 jacking and receiving pits.
- Add watertight sheet pile shoring for the WA17 jacking and receiving pits.
- Add steel column supports inside of the WA17 jacking and receiving pits.
- Add the haul off contaminated super-saturated soil from inside of the WA17 jacking and receiving pits.

3. Change In Contract Amount

Extra Work - Lump Sum Agreed Price $ 763,489.00

3.1 BID ITEM QUANTITY ADJUSTMENTS

4. Change in Contract Duration

The time impacts of this Change Order cannot be determined at this time. Any time delay related to this Change Order is deferred until a time impact analysis is submitted, reviewed and approved by the City, and will be addressed in a subsequent Change Order.

<table>
<thead>
<tr>
<th>Cost and Schedule Control Summary*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
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<td>Previous C.O.’s Add/-Deduct</td>
</tr>
<tr>
<td>This C.O. Add/-Deduct</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
</tr>
<tr>
<td>Revised Contract Completion Date</td>
</tr>
</tbody>
</table>

*For Engineering’s and Contractor’s Use Only

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order; plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the CONTRACTOR, all Subcontractors, and all Suppliers, as a result of the change. The CONTRACTOR on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work...
Submitted By: Neel Mistry  
Construction Manager  
Date: 04/24/2020  

Approved By: Verify Signature  
Project Manager  
Date: 04/24/2020  

Approved By: Verify Signature  
Contractor  
Date:  

Approved By: Verify Signature  
Sr. Engineer / Division Manager  
Date:  

File Name  Size(Bytes)  Uploaded By  
MLPPER - CO25 - BPW Commissioner Emergency Authorization.pdf  860068  Neel Mistry  
301242_14_OHLUSA_LCDF101_2019122410301.pdf  95279  Neel Mistry  
CM Estimate - WA17 Shoring Changes OFFER r1.xlsx  166608  Neel Mistry  
Mcbratney_OHL_Machado Pipeline.pdf  1332412  Neel Mistry  
OHL WA17 Shoring COR.pdf  547501  Neel Mistry  

File Name  Size(Bytes)  Uploaded By  

Document links  
CM CO Est  027-R00 - CO-025: Work Area 17 - Change in Shoring Type Due to Contaminated Ground Water  
CD Initiation  025: Work Area 17 - Change in Shoring Type Due to Contaminated Ground Water  
CD Record of Negotiation  025: Work Area 17 - Change in Shoring Type Due to Contaminated Ground Water  
CO Request Correspondence from GC  COR 028 -ECO 025 Subject: Work Area 17 - Change in Shoring Type Due to Contaminated Ground Water  
Correspondence from GC  079 - Work Area # 17 Jacking & Receiving Pit Design Changes - PCO # 016  
Emergency CO  099 - Request for Change - WA 17 Jacking and Receiving Pit  

Give me a moment to add the document links.
BPW Meeting - Item (9)

BPW-2020-0443

CD 9, 14

SUPPLEMENTAL CHANGE ORDER AND BUDGET INCREASE - MY FIG PROJECT - FIGUEROA CORRIDOR STREETSCAPE IMPROVEMENTS PROJECT

Recommending the Board:

1. APPROVE the amended construction funding for the My Fig Project - Figueroa Corridor Streetscape Improvements Project, and increase the contingency by $457,888.93 as discussed in this report; and

2. AUTHORIZE the General Manager, Department of Transportation (DOT), to issue a Supplemental Participating Change Order Bid Item No. 61 Serial No. 1 to the contract with All American Asphalt for $457,888.93 to account for additional costs incurred by the contractor due to compensable delays as a result of an extended construction timeline. Funding for the project has been acquired from Transportation Grant Fund No. 655, Appropriation Unit No. 94J438, Budget Fiscal Year 2013.

(W.O. E1907719, E1907720, C-128030)

ATTACHMENTS:

Description
- BCA_DOT
Department of Public Works

Department of Transportation
Bureau of Contract Administration
Joint Report No. 1

July 21, 2020
CD No. 9, 14

AUTHORITY TO INCREASE THE CONTINGENCY OF THE MY FIG PROJECT – FIGUEROA CORRIDOR STREETSCAPE IMPROVEMENTS PROJECT (W.O. E1907719 & E1907720, CONTRACT NO. C-128030) BY SUPPLEMENTAL CHANGE ORDER TO COMPENSATE CONTRACTOR FOR ADDITIONAL INCURRED COSTS

RECOMMENDATIONS

Approve the amended construction funding for the My Fig Project – Figueroa Corridor Streetscape Improvements Project (W.O. E1907719 & E1907720, Contract C-128030), and increase the contingency by $457,888.93 as discussed in this report.

Authorize the General Manager, Department of Transportation (DOT), to issue a Supplemental Participating Change Order Bid Item No. 61 Serial No. 1 to Contract C-128030 with All American Asphalt for $457,888.93 to account for additional costs incurred by the contractor due to compensable delays as a result of an extended construction timeline. Funding for the project has been acquired from Transportation Grant Fund No. 655, Appropriation Unit No. 94J438, Budget Fiscal Year 2013.

TRANSMITTAL

Participating Change Order Bid Item No. 61 Serial No. 1

DISCUSSION

Background

The MyFig Project – Figueroa Corridor Streetscape Improvements was first conceived of by the Community Redevelopment Agency (CRA) in 2008 and brought to the attention of the Department of Transportation (DOT) in 2010. In 2012, the CRA dissolved and DOT took over control, working with stakeholders to turn the concept into a reality. The CRA had applied for funding from a Proposition 1C grant for improving infrastructure for new development in urban areas, with the goal of making streets, sidewalks, and transit more accessible for residents of affordable housing. The project funding is part of a thirty million dollar state Infill Infrastructure Grant Program from the Department of Housing and Community Development, with the MyFig project being one of seven concurrent projects in Los Angeles. Additionally, like all other DOT project, this project incorporated the Department of Public Works Project Labor Agreement (PLA) into the contract.
The MyFig project is located in the most sensitive and active area of downtown Los Angeles with boundaries on Figueroa St between Wilshire Blvd and Martin Luther King Jr. Blvd, as well as on 11th St from Broadway to Figueroa St. The roadway provides the main access to Exposition Park, University of Southern California (USC), Galen Center, Coliseum, Convention Center, LA Live, and Staple Center, as well as a number of major hotels. Thus, coordinating MyFig construction work with real time events and subsequent changes generated by those centers was extremely challenging. Additionally, the contractor had to perform their work in a manner that satisfied two separate Business Improvement Districts.

The project includes a variety of infrastructure improvements that are intended to provide residents, workers, and visitors with enhanced walking, biking, and transit connections in the South Park Community of Downtown Los Angeles and South Los Angeles. The improvements along Figueroa Street and 11th Street include the installation of protected and buffered on-street bicycle lanes, exclusive bicycle signals, bus stop platforms, replacement of old bus pads, installation of pedestrian and bicyclist-oriented wayfinding signage, landscaping, islands, replacement of street trees, installation of high visibility continental crosswalks, transit furniture, the repair of sidewalks, and the replacement of thirteen deteriorated flood control facilities on 11th St.

Despite the DOT’s extensive efforts during the Public Outreach phase of the project, the MyFig construction schedule suffered some delay because of the difficulty in coordinating construction work activities generated by the major centers along Figueroa Street beyond the project staff control. There were also a number of issues, such as permitting processes and design revisions, which significantly contributed to the project delay. During the early phase of the construction, two of the project’s main permits were expired. In addition to a lengthy delay caused by the Board’s actions in awarding the contract to an alternative contractor due to protest, a new permitting guideline was implemented by the City Urban Forestry Division and the reactivation of the expired permit issued by the Los Angeles County Flood Control District was delayed due to changes in field conditions and corresponding design changes for replacement of several deteriorated catch basins. The renewal of these two permits occurred simultaneously and took approximately three months to obtain. During this process, the prime contractor was unable to perform preliminary critical path civil construction activities which in turn affected the civil construction schedule.

The scope of the project was also expanded after the construction had begun. To further improve bike lane connectivity, the proposed bike lane on Figueroa St was extended to Wilshire Blvd instead of ending at 8th St per the original contract. As part of this change, the City determined two new bus platforms on Figueroa St at 7th St and at Wilshire Blvd would improve public transit facilities for the passengers at these two key locations. This in turn greatly increased the amount of civil work on the project due to these two additional bus platforms that also had to coordinate with the future Streetcar rail project. The scope was also expanded to include the resurfacing, instead of the scheduled slurry seal, on Figueroa St by the Bureau of Street Services (BSS) and required the contractor to schedule certain aspects of their work accordingly. This impacted the contractor’s ability to control their own schedule and forced them to complete some construction activities out of order.

Below is a summary of the Board Reports that have been previously approved. In addition to the Supplemental Participating Change Order for the extension of the project on Figueroa St from 8th St to Wilshire Blvd, a Non-Participating Change Order - Venice Blvd Great Streets,
was added to the project per Council Motion CF 16-0147 and presented to the Board of Public Works and adopted as BPW-2017-0098.

Previously Approved Board Reports

<table>
<thead>
<tr>
<th>Contract Awarded</th>
<th>Date</th>
<th>Adopted Report</th>
<th>Amount</th>
<th>Contingency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bike Lane Extension</td>
<td>8/3/2016</td>
<td>BPW-2016-0129</td>
<td>$11,806,000.00</td>
<td>$2,951,500.00</td>
<td>$14,757,500.00</td>
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<tr>
<td></td>
<td>7/27/2018</td>
<td>BPW-2018-0606</td>
<td>$491,645.00</td>
<td>$98,329.00</td>
<td>$589,974.00</td>
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</table>

Total: $12,297,645.00 $3,049,829.00 $15,347,474.00

Amount Paid for Contract and Change Order Work: $14,238,119.30

Previously Approved Board Report for a Non-Participating Change Order

<table>
<thead>
<tr>
<th>Venice Blvd</th>
<th>Date</th>
<th>Adopted Report</th>
<th>Amount</th>
<th>Contingency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/30/2017</td>
<td>BPW-2017-0098</td>
<td>$1,752,906.64</td>
<td>$175,290.66</td>
<td>$1,928,197.30</td>
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</tbody>
</table>

Amount Paid for Contract and Change Order Work: $1,781,988.86

Justification

The City acknowledges that the aforementioned delays contributed to the contract extending beyond its intended completion date. The contractor, however, also did contribute to the delay of the project. There was a substantial period at the beginning of the contract in which the contractor did not attempt to begin work after the Notice to Proceed was issued. In addition, the electrical subcontractor was unable to provide an adequate work force for a portion of the project which in turn caused work to fall behind its expected pace. It was the electrical subcontractor’s first time working in California and it took them time to mobilize and be ready to perform contract work, which in turn delayed the civil contractor. Finally, it took the project an excessive amount of time to provide adequate traffic control plans that were required before certain construction activities were allowed to commence.

The contractor calculated 458 calendar days of delay at a rate of $4,294.81 per day for a total of $1,967,022.98, see attached documentation. DOT asserts that both the daily rate and total compensable days proposed by the contractor are excessive. The contractor contributed to the project delay by not beginning construction in a timely manner after the Notice to Proceed had been issued. Additionally, either contract work or previously compensated change order work was accomplished during most of these delay days. DOT did not approve additional labor cost as requested by the contractor as the labor work was contract related, but has agreed to compensate the contractor for the cost of facilities rented for exclusive use of the project and maintaining traffic control during this period. Thus, DOT agreed to compensate the contractor at a rate of $1,903.81 over the course of 227 compensable delays days as recorded by Contract Administration (Con-Ad) for a total of $432,164.87. This amount will account for the field office and yard that had to be kept active exclusively for this project, as well as additional traffic control and related maintenance that had to be implemented daily during this time. This will be the final amount DOT will award the contractor and there will be no future change orders or other forms of compensation for any project delays or claims asserting delays.

The Notice to Proceed for the project was issued on August 24, 2016. Project construction completed and the Final Inspection began on November 13, 2018. The contractor has since completed the items noted for correction. After the contractor had completed their work, it had
been expected that the irrigation duties would be passed on to the respective Business Improvement Districts (BID) to maintain the newly installed landscaping as agreed during the planning phase of the project. The City struggled in establishing this transition in responsibility and this has caused the contract to remain open. During this time, DOT paid the contractor to hand water these locations and maintain the landscaping that had been installed.

The installation of this work will be through a Supplemental Participating Change Order to the MyFig Project – Figueroa Corridor Streetscape Improvements at a total cost of $457,888.93. It will increase the base contract amount of the MyFig Project – Figueroa Corridor Streetscape Improvements of $11,806,000.00 by 3.89%. The funding source will be the same as the original Transportation Grant Fund for the project.

The following funding source has been identified and verified for this project:

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Appropriation Unit No.</th>
<th>Budget Fiscal Year</th>
<th>Change Order</th>
<th>Contingency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>655</td>
<td>94J438</td>
<td>2013</td>
<td>$457,888.93*</td>
<td>$0.00</td>
<td>$457,888.93</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$457,888.93*</td>
<td>$0.00</td>
<td>$457,888.93</td>
</tr>
</tbody>
</table>

*$432,164.87 to be paid to Prime Contractor for Project Delay
*$25,724.06 to be paid to landscaping Subcontractor for Maintenance until BID takes over.

Report reviewed by:

Department of Transportation
Department of Public Works
Bureau of Contract Administration
CD No. 9, 14

Report prepared by:

Manoochehr Adhami, Senior Transportation Engineer
Design and Construction Management Division
(213) 972-8664

Statement as to funds approved:

Monique Earl
Assistant General Manager
Department of Transportation

Dan Mitchell
Assistant General Manager
Department of Transportation

John L. Reamer, Jr.
Inspector of Public Works

Selea J. Reynolds
General Manager
Department of Transportation
CHANGE ORDER

Job Title ____________________________ MY FIG Project – Figueroa Corridor Streetscape Improvements

Job No. W.O. E1907719 & E1907720   Plan Ref. _____   Contract No. C-128030   Bid Item No. 61   Serial No. 1

Change Order Originated By ____________________________ Los Angeles Department of Transportation

In preparing change order, each of the following subjects should be discussed in separate paragraphs:

1. Reason for change.
2. Description of change.
3. Change in contract cost.
4. Change in contract time.

MyFig - Additional Project Overhead

1. This is the construction project clean-up change order issued to address construction delays and landscaping maintenance for the Figueroa Corridor Streetscape Improvements and Protected Bike Lane Project (MyFig).

The project is located in the most sensitive and active area in downtown Los Angeles. The roadway provides the main access to Exposition Park, University of Southern California (USC), Galen Center, Coliseum, Convention Center, and Staple Center, as well as a number of major hotels. Thus, coordinating MyFig construction work with real time events and subsequent changes generated by those centers was extremely challenging.

Despite the Department of Transportation’s (DOT) extensive efforts during the Public Outreach phase of the project, the MyFig construction schedule suffered some delay beyond the project staff control. Additionally, there were a number of issues such as permitting processes and design revisions which significantly contributed to only the civil work of the project being delayed. During the early phase of the construction, two of the project’s main permits were expired because of a lengthy contractor selection process as well as a new permitting guideline implemented by the City Urban Forestry Division. Also contributing to the construction delay was reactivating the expired permit issued by the Los Angeles County Flood Control District due to changes in field conditions and relevant design changes for several catch basins replacement. During this process, the prime contractor was unable to perform preliminary critical path civil construction activities which in turn affected the civil construction schedule. Non-civil related construction work was not affected by these events.

The contractor calculated 458 calendar days of delay at a rate of $4,294.81 per day for a total of $1,967,022.98, see attached documentation. DOT asserts that both the daily rate and total compensable days proposed by the contractor are excessive. The contractor contributed to the project delay by not beginning construction in a timely manner after the Notice to Proceed (NTP) had been issued. Additionally, either contract work or previously compensated change order work was accomplished during most of these delay days. Therefore, DOT has agreed to compensate the contractor at a rate of $1,903.81 over the course of 227 compensable delays days as recorded by Contract Administration (Con-Ad) for a total of $432,164.87. This amount will account for the field office and yard that had to be kept active exclusively for this project, as well as additional traffic control and related maintenance that had to be implemented daily during this time. This will be the final amount DOT will award the contractor. The contractor shall not submit any more claims or requests for compensation related to delay upon completion of the change order process.

Compensable Overhead Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensable Delay Days</td>
<td>Con-Ad</td>
</tr>
<tr>
<td>Calculated Delay</td>
<td>202 Working</td>
</tr>
<tr>
<td>Days</td>
<td>282 Calendar</td>
</tr>
<tr>
<td>Days</td>
<td>282 - 55 = 227</td>
</tr>
<tr>
<td>Contractor Delay</td>
<td>55 Calendar</td>
</tr>
<tr>
<td>Days</td>
<td>227 Calendar</td>
</tr>
<tr>
<td>DOT Daily Overhead Rate for Contractor</td>
<td>Office and</td>
</tr>
<tr>
<td></td>
<td>Yard Combined</td>
</tr>
<tr>
<td></td>
<td>Costs = $441.81 / Day</td>
</tr>
<tr>
<td></td>
<td>Traffic</td>
</tr>
<tr>
<td></td>
<td>Control Costs = $1,462.00 / Day</td>
</tr>
<tr>
<td></td>
<td>Total Overhead = $1,903.81 / Day</td>
</tr>
<tr>
<td>Total Overhead Costs due to</td>
<td>Compensable</td>
</tr>
<tr>
<td></td>
<td>Delays = 227 Calendar Days x $1,903.81 = $432,164.87</td>
</tr>
</tbody>
</table>

Additionally, after the contractor had completed their work, it had been expected that the irrigation duties would be passed on to the respective Business Improvement Districts (BID) to maintain the newly installed landscaping. The City struggled in establishing this change in responsibility and during this time, DOT paid the contractor to hand water these locations and maintain the landscaping that had been installed.

This change order will balance out the contract days on the project. The 227 Calendar Days herein awarded will eliminate any potential discrepancies between the actual days worked and the total between contract and change order days. The contractor will not be assessed for any potential Liquidated Damages.
2. The contractor will effect the required changes.

3. Change in contract cost:
   - Extra Work / Agreed Price
     - Additional Overhead for Compensable Delays
     - Additional Landscape Maintenance
   
<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>$432,164.87</td>
<td>227 DAYS (CALENDAR)</td>
</tr>
<tr>
<td>$ 25,724.06</td>
<td>0 DAYS</td>
</tr>
</tbody>
</table>

   - NET ADDITION TO CONTRACT COST: $457,888.93

4. Total change in contract time: (ADDED) 227 DAYS (CALENDAR)

Prepared by: SS Date: 6/18/2020

FOR LADOT USE ONLY

☐ Participating ☑ Non-Participating

☐ An additional 15% of the above total amount to be paid to the primary contract amount for construction inspection.

The undersigned hereby proposes and agrees to furnish any and all labor, material equipment, etc., in strict accordance with the requirements of the original contract documents except as specifically above noted or otherwise required in connection with the above proposed change. The original contract documents remain in full force and effect except as specifically modified herein.

The City and the Contractor hereby agree that the compensation set forth in this Change Order shall comprise the total direct and indirect costs due the Contractor for the work or changes defined in the Change Order.

APPROVED: Date: 6-22-2020

CONTRACTOR

SUBMITTED: Date: 06/23/2020

TRANSPORTATION ENGINEER

APPROVED: Date: 6/23/2020

SENIOR TRANSPORTATION ENGINEER

APPROVED: Date: 7-1-2020

FOR PUBLIC USE ONLY

Page 3

Board of Public Works Meeting - July 21, 2020 - PAGE 401
#28338 MY FIG

All American Asphalt

Extended Overhead Expenses

4/11/2018

<table>
<thead>
<tr>
<th>Office Manpower</th>
<th>Hourly Rate</th>
<th>Weekly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stan Stewart - Onsite Superintendent</td>
<td>$135.00</td>
<td>$6,075.00</td>
</tr>
<tr>
<td>Includes Pick-up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 hr / Day - 3 Days a week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gary Kroeger - Onsite Project Manager</td>
<td>$150.00</td>
<td>$3,000.00</td>
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<tr>
<td>4 hr / Day - 5 days a week</td>
<td></td>
<td></td>
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<tr>
<td>Doug Harrington Area Superintendent</td>
<td>$175.00</td>
<td>$1,400.00</td>
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<tr>
<td>8 hr / Day - 1 day a week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jerry Erickson - Construction Manager</td>
<td>$185.00</td>
<td>$740.00</td>
</tr>
<tr>
<td>4 hr / Day - 1 day a week</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gordon Kline - Senior Project Manager</td>
<td>$185.00</td>
<td>$740.00</td>
</tr>
<tr>
<td>4 hr / Day - 1 day a week</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Office Manpower Per Month: $47,820.00
Office Manpower Per Week: $11,955.00
Office Manpower Per Day: $2,391.00

<table>
<thead>
<tr>
<th>Other Expenses:</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yard per Month Lease</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Office Rent per Month</td>
<td>$2,606.18</td>
</tr>
<tr>
<td>Office Electric Bill Average per Month</td>
<td>$90.00</td>
</tr>
<tr>
<td>Office Internet Average per Month</td>
<td>$99.99</td>
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<td>Office ePrinter Lease Average per Month</td>
<td>$40.00</td>
</tr>
<tr>
<td>Other Expenses per Month</td>
<td>$8,836.17</td>
</tr>
<tr>
<td>Other Expenses per Week</td>
<td>$2,209.04</td>
</tr>
<tr>
<td>Other Expenses per Day</td>
<td>$441.81</td>
</tr>
<tr>
<td>Daily Field Costs / Traffic Maintenance / Clean-up</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Labor per Day</td>
<td>$82.25</td>
</tr>
<tr>
<td>Apprentice per Day</td>
<td>$60.50</td>
</tr>
<tr>
<td>Crew Truck per Day</td>
<td>$40.00</td>
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</table>

Daily Field Costs / Traffic Maintenance / Clean-up per Month: $29,240.00

Daily Field Costs / Traffic Maintenance / Clean-up per Week: $7,310.00

Daily Field Costs / Traffic Maintenance / Clean-up per Day: $1,462.00

Total Daily Extended Overhead Cost: $4,294.81
Check Request

All American Asphalt  X  Ramsey Oil Corp
MORE Truck Lines  
Dix Leasing  
OTM Trucking  

Vendor Name:  921 E 61st Street
Address:  18941 El Moro Way
           Villa Park, CA 92861
Amount:  $6,000.00

For:  Monthly Rental on lease space 921 E 61st Street Los Angeles, CA Month of April
      Includes Security Deposit of $3,000 and Last Month Rent of $6,000
      Lease done after December and last month already paid
      Per Waldo we can extend for 6 months which would be through June 2018

Date Requested:  4/11/2018    Date Needed By:    Time Needed By:  
Requested By:  Mike Farkas

When completed, return check and backup to:  Mail

FOR OFFICE USE ONLY:
Vendor #  6903
Job #  28338
GL Account #  270700-504601  $6,000.00

6,000.00
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<th>Charges</th>
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<td>364.65</td>
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<td>0.00</td>
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<table>
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<tr>
<th>0-30 Days</th>
<th>31-60 Days</th>
<th>61-90 Days</th>
<th>Above 90 Days</th>
<th>Amount Due</th>
</tr>
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<tbody>
<tr>
<td>2,241.53</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,241.53</td>
</tr>
</tbody>
</table>
ALL AMERICAN ASPHALT INC, 538 W 22ND ST, LOS ANGELES, CA 90007

Account Summary

Previous Account Balance $ 94.67
Payment Received 12/18/17 Thank you

New Charges + 92.50

Total Amount Due $ 92.50

Summary of New Charges

<table>
<thead>
<tr>
<th>Los Angeles Department of Water and Power Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Charges 12/1/17 - 1/3/18 280 kWh</td>
</tr>
</tbody>
</table>

Total LADWP Charges $ 92.50

Total New Charges $ 92.50

For paperless billing, go to www.ladwp.com/myaccount
### Account Summary

**Previous Statement Balance**: $99.99  
**Payments**: $0.00  
**Previous Statement Balance Subtotal**: $99.99

**Current Services**
- **Adjustments**: $0.00  
- **Prorated Charges**: $0.00  
- **Recurring Charges**: $99.99  
- **One Time Charges**: $0.00  
- **Taxes, Fees & Surcharges**: $0.00  
**Current Charges Subtotal**: $99.99

**Balance Due**: $199.98

**Posted**: MAR 8, 2018

**ALL AMERICAN ASPHALT**

---

**Payment Options**
- **Checks**: T/L/ cable Box: 232385  
  Pittsburgh PA 15251-2085  
- **ACH/Wire Transfers**:
  - Bank Name: Mellon Bank  
  - ABA Number: 043000261  
  - Account Name: Time Warner Cable  
  - Account Number: 1021215564  
  - Email address information to: DL-CASHINGMT-FLE@CHARTER.COM
- **Credit Cards**: http://enterprise.spectrum.com/bilipay  
  - To set up an automatic recurring credit card payment:
  - Call 1-877-882-4662

---

**DUE DATE**: 03/31/18  
**Previous Balance Subtotal**: $99.99  
**Current Charges Subtotal**: $99.99  
**Balance Due**: $199.98  
**Amount Paid**: $199.98

---

**ALL AMERICAN ASPHALT**

---

**TIME WARNER CABLE**

BOX 232385  
PITTSBURGH, PA 15251-2085
CONTRACT INVOICE

Invoice Number: AR72788B
Invoice Date: 03/05/2018

Bill To: All American Asphalt
PO Box 2229
Corona, CA 92879
USA

Customer: All American Asphalt
400 E 6th St
CORONA, CA 92879

<table>
<thead>
<tr>
<th>Account No</th>
<th>Payment Terms</th>
<th>Payment Policy</th>
<th>Invoice Total</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA01</td>
<td>Net 30</td>
<td>see below</td>
<td>$ 68.29</td>
<td>$ 68.29</td>
</tr>
</tbody>
</table>

Contract Number: 9898-01
Contact: Mike Farkas 951-736-7600
Contract Amount: $ 63.38
P.O. Number: 11/04/2016

Summary:
- Contract base rate charge for the 03/04/2018 to 04/03/2018 billing period $16.50
- Contract Amount charge for the 02/04/2018 to 03/03/2018 Amount period $37.38 **
- Supply Fulfillment Fee $9.50
- **See Amount details below $63.38

Remarks

Detail:

Equipment included under this contract

Xerox/7220

<table>
<thead>
<tr>
<th>Equipment Included under this contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox/7220</td>
</tr>
<tr>
<td>EQ43418</td>
</tr>
<tr>
<td>LX7659552</td>
</tr>
<tr>
<td>B/W</td>
</tr>
<tr>
<td>B/W</td>
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<tr>
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<tr>
<td>10,541</td>
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</tr>
<tr>
<td>$0.014200</td>
</tr>
<tr>
<td>$4.44</td>
</tr>
</tbody>
</table>

Thank you for your business. Please remit to the following address:

Image Source
650 East Hospitality Lane
Suite 500
San Bernardino, CA 92408

Go to ImageSourceUSA.com/PayMyBill to pay your bill online via Credit Card or V-Check. If you prefer to make a payment over the phone, call (909) 890-4040 during normal business hours.

There is a 1.75% monthly fee on all past due balances. Delinquent accounts sent to an outside collection agency will be assessed 35% if the balance is over $200 and 50% if the balance is under $200. There is a $35 fee for all returned checks.
As discussed in prior correspondence and meetings, AAA’s work on the Figueroa Corridor & 11th Street Streetscape Improvements was delayed due to issues arising from LADOT and/or other governing bodies. AAA had previously requested an extension of time as well as notified LADOT of additional supervision and time related costs incurred on the Project. This letter provides further information as to the extent of the delays and impacts to AAA.

As set forth in the attached narrative, AAA requests a time extension to the Project to reflect the delays for which LADOT is responsible. Additionally, AAA previously provided LADOT with a daily extended overhead cost rate of $4,294.81. Thus, AAA suffered at least $1,967,022.98 ($4,294.81 x 458 compensable delay days) in extended overhead costs arising from the delays on the Project. AAA requests compensation for its costs. We further request that in accordance with Clause 00400 the Engineer make an interim determination of extension of time and the requested costs.

AAA requests a meeting with LADOT to discuss this request, further requested change order work on the Project, and final closeout of the Project.
I. Executive Summary

On August 24, 2016, All American Asphalt, ("AAA") and the City of Los Angeles ("City") entered into a Contract for the scope of work described under the “My Fig Project – Figueroa Corridor Streetscape Improvements” (“Project”). The Project included various street improvements along Figueroa Street and 11th Street in Downtown Los Angeles. The scope of work included the removal, refurbishment and installation of street lighting poles, installation of new curbs, bus platforms and sidewalk along Figueroa Street and 11th Street as well as new paving and street alignment along Figueroa Street. The Contract allowed for 200 working days and AAA’s Baseline Schedule anticipated a substantial completion date of June 16, 2017.

Before AAA was able to start any of its construction activities, it suffered significant delays due to the late issuance of an Urban Forestry permit, LA County Flood Control permit and the late approval of the traffic control plans for the project. During the course of construction, AAA encountered further delays due to differing site conditions, numerous re-designs, the issuance of major scope additions to the project and traffic signal installation delays. Although the City has granted time for some of the scope additions (over $4 million in changed work), the City has not taken into consideration the additional impacts that the added scope contributed to the project. These impacts forced AAA and the City’s field staff to constantly develop workarounds for the differing site conditions and design deficiencies encountered in the field. As a result of these impacts, AAA was unable to perform its critical work activities as planned and incurred 488 working days of delay on the project. In the following sections, AAA will describe where the delays were incurred and allocate responsibility for the delays.

AAA has reviewed the delays incurred on the project and have allocated the responsibility for those delays. To measure the delays incurred, AAA performed an as planned vs. as built comparison using the project schedules and the contemporaneous project documents. As part of this analysis, AAA has identified the major impacts that contributed to the delay of the project and analyzed the time period those impacts occurred. In order to identify which impacts were driving the critical path of the Project, AAA separated the schedule analysis into five discrete time periods with each period framing a specific group of the impacts. The time periods are summarized in Table 1 below:
For its analysis, AAA has used April 30, 2019 as the Project Substantial Completion Date. To date, there are still change order work activities ongoing on the Project. AAA has identified 488 work days of delay through the Project Substantial Completion Date of April 30, 2019.

A review of the change orders granted by the City identified 5,409 crew hours of time extension. A conversion of the crew hours to work days shows that there were essentially 225 work days of time extension granted to the project, but no compensation has been provided to AAA for its extended overhead costs during the 225 days. This analysis has not looked at the individual impact that each of those change directives has caused the project. AAA has only reviewed the major events that delayed the project and is seeking an extension of the project time to the April 30, 2019 Project Substantial Completion Date as well as the extended overhead costs incurred to achieve that completion date.

II. Schedule Analysis

Time Period 1 – Baseline Schedule to March 2017 Schedule Update

In time period 1, AAA compared the City approved Baseline Schedule with the March 2017 Schedule Update. A comparison of these two schedules showed that the Project was halted as soon as tree removal began on Figueroa. The City directed AAA to stop all work activities until certain permits were provided by the City and the City approved the traffic plans. AAA identified six impacts that caused 129 working days of delay during this period:

1) Late Issuance of the Urban Forestry Permit
2) Changes to the Traffic Plan Submittal
3) Late Issuance of the Flood Control Permit
4) Storm Drain Re-Design

Table 1: Summary of Delays

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Description</th>
<th>Original Substantial Completion</th>
<th>Revised Substantial Completion</th>
<th>Delay Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Baseline Schedule to March 2017 Update</td>
<td>6/16/2017</td>
<td>12/14/2017</td>
<td>129</td>
</tr>
<tr>
<td>2</td>
<td>March 2017 Update to September 2017 Update</td>
<td>12/14/2017</td>
<td>7/21/2018</td>
<td>143</td>
</tr>
<tr>
<td>3</td>
<td>September 2017 Update to March 2018 Update</td>
<td>7/21/2018</td>
<td>10/11/2018</td>
<td>72</td>
</tr>
<tr>
<td>4</td>
<td>March 2018 Update to September 2018 Update</td>
<td>10/11/2018</td>
<td>12/14/2018</td>
<td>46</td>
</tr>
</tbody>
</table>

Days of Delay 488

AAA Change Order Log summarizes the hours recovered through approved change orders.
5) Weather Delays (Rain)
6) Venice Blvd. Added Scope

Each of these impacts is addressed below:

**Late Issuance of the Urban Forestry Permit**

As part of the original Contract requirements, AAA anticipated the replacement of one tree for every tree it removed during the demolition phase of the project. When AAA started its tree removal work on October 18, 2016, the City required that AAA replant two trees for every one tree it removed. This disagreement delayed the start of the project significantly because AAA could not begin the critical tree removal activities until it obtained the Urban Forestry Permit. The new condition imposed by the City caused AAA and its subcontractor to demobilize and wait until the Urban Forestry Permit was approved. The Urban Forestry Permit changed requirements delayed the start of any work along the Project until February 7, 2017.

**Traffic Plan Submittal**

The City rejected AAA’s Traffic Plan Submittal twice due to the plan lacking the details the City wanted. AAA submitted its first Traffic Plan on October 13, 2016 and the second submittal was provided in early November 2016. Both plans were rejected because the City wanted more details on the plan than what was required in DOT specifications. Due to this unusual demand from the City, AAA was required to hire a City recommended Traffic Plan Engineering firm. AAA hired DC engineering on January 13, 2017 and got an approval for the 11th Street Traffic Control Plan Submittal on February 3, 2017. AAA was still not able to start its work on 11th street because it was awaiting a flood control plan and permit as well as the storm drain redesign. The traffic control plan for Figueroa was issued on April 20, 2017.

**Flood Control Permit**

The Flood Control Permit approval was also delayed by the City. The City did not provide any explanation for the delay it had incurred retrieving the permit. AAA obtained approval for the Flood Control Permit on January 24, 2017.

**Storm Drain Re-Design**

During the storm drain work phase, most of the catch basin and storm drain connections needed to be shifted, altered and redesigned due to underground utility conflicts discovered during the excavation process. Each change required approval from the City. In addition, the storm drain permit had to be revised to accommodate the storm drain re-designs. This re-design effort delayed the start of all activities
centered on 11th street. The Storm Drain Re-Design Permit was finally approved on March 23, 2017.

Weather Delays (Rain)

For the time period from the start of the project through the first winter period, the project incurred 22 rain days. All of these days have been identified in the project schedules and have been accounted for in this analysis as non-compensable rain days.

Added Scope of Work at Venice Blvd

In addition to the delays being incurred to the start of work on 11th street as well as on Figueroa, the City decided to add a major scope of work along Venice Blvd. The work scope included over $1.7 million of added scope to a project that was already 6 months behind schedule. In addition, the added scope location was several miles away from the Project perimeters so it required a separate mobilization to go to that site. Since AAA was still waiting for the Storm Drain redesign to be completed and the traffic control plans to be released at Figueroa, it shifted its focus to the Venice Blvd. scope of work and spent most of March and April of 2017 completing the new work scope.

The critical path for this time period went through the issuance of the Urban Forestry Permit and the issuance of the traffic plans for the project. Additional delay waiting for the redesign of the storm drain caused the start of any critical work to be delayed until April 3, 2017, a delay of 129 working days. The 129 working days were split between 107 compensable days for City caused delays and 22 non compensable rain days. AAA was able to get portions of its non-critical work started by mobilizing its subcontractor Aldridge Electric to set the temporary signals and poles at some intersections along 11th street. Table 2 below shows an allocation of the delay days to each party during this time period.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Delays</th>
<th>Delay Days</th>
<th>City</th>
<th>AAA</th>
<th>Non Compensable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urban Forestry Permit, Traffic Plan Submittal Delays, Flood Control Permit, Storm Drain Redesign and Weather Delays</td>
<td>129</td>
<td>107-</td>
<td>-</td>
<td>22</td>
</tr>
</tbody>
</table>

Days of Delay | 129 | 107- | - | 22 |

Table 2: Allocation of Delays for Time Period 1
Time Period 2 – March 2017 Update to September 2017 Update

In time period 2, AAA compared the March 2017 Schedule Update to the September 2017 Schedule Update. A comparison of these two schedules showed that the ADA ramp location revisions to the bus platforms and the refurbishment of the street lights along 11th street caused further delay to the Project. AAA identified that these two impacts caused 143 working days of delay to the project:

**Bus Platform, Footing and Foundation Re-design**

The original designs for the bus shelter and guard rail foundations within the bus platform had to be adjusted due to utility conflicts. Locations and dimensions changed at the bus platforms for the required ADA access. This re-design from the City caused delay to the Project from June 5, 2017 through August 29, 2017 and prevented AAA from installing the curb & gutter and bus platforms along Figueroa for months.

**Street Light Refurbishment**

In the original plan, AAA’s scope (work performed by subcontractor Aldridge) was to disassemble the street lights piece by piece, refurbish the pieces, re-assemble the pieces and install the street light upright. As the disassembly of the poles started, Aldridge had difficulty separating some pieces due to the existing rust and old age of the street lights. When Aldridge used the required force to separate the pieces, the pieces would break apart. On April 27, 2017, AAA submitted RFI 39 asking City for clarification on how to proceed with the refurbishment work. The RFI asked if the City would allow the poll pieces to be left together for refurbishment. The City initially declined the AAA’s request, however when it was expressed that some pieces would break apart if the separation of the pieces was forced, the City told AAA to stop work until the City can find a solution. During this time the City researched the cost, time and effort to replace the street light pieces if the pieces break during disassembly. On May 17, 2017 the City responded to RFI 39 and agreed that AAA can leave some pieces partially disassembled if the pieces risk breaking during disassembly.

The critical path delay during this period was the delay caused by the bus platform redesign. Although answers were provided in August to move forward with the bus platforms, there were still pending design issues with the shelters that had to be finalized before construction of the platforms could be started. The critical path delay identified in this time period was 143 working days of which all was allocated to the City as identified in Table 3 below:
In time period 3, AAA compared the September 2017 Schedule Update to the March 2018 Schedule Update. A comparison of these two schedules showed that redesign to the bus platforms caused further delay to the project as well as the basement sidewalk delay, the anchor bolt delay and the globe light modifications. AAA identified that these three impacts caused an additional 72 working days of delay to the project:

Additional Delay due to the Bus Platform Redesign

Further redesign of subsequent phases of the bus shelter foundations and footings continued to cause delay to the construction of the bus platforms. After attempts to install all three options provided by the City, of which none were successful, AAA requested a meeting with the City to determine which of the three options would be the best. In the meeting on December 21, 2017, the City chose Option 2 with some modifications per LADOT. AAA then had to wait until the City Engineer would approve the design that was developed by the City and AAA. AAA finally received approval from the City Engineer on January 10, 2018 and then AAA could move forward with the installation of the bus pads. The changes required special fabrication and the ordering of different sized anchor bolts for the bus shelters and guardrails.

Basement / Sidewalk Delay

The basement / sidewalk delay was an unforeseen site condition at 11th street and was identified during the excavation of the sidewalk. During its excavation, AAA discovered that there was a basement underneath the sidewalk and immediately stopped work and asked the City for direction to proceed. In order to resolve the differing site condition conflict, AAA worked with the owner of the basement to develop a repair for the damage to the basement and a re-design to the sidewalk excavation to work around the wine cellar. The repair and re-design of the area caused a delay to the sidewalk installation on 11th street from June 1, 2017 through
February 1, 2018. This delay caused AAA to work out of sequence and work around the impacted area until it was resolved in February 2018.

Wayfinding Sign Delay

After a prototype site visit in August and September 2017, a change was made to the design for the wayfinding signs. On December 12, 2017, AAA identified the design conflict and requested instruction from the City. The City provided revised drawings and asked the vendor to build the wayfinding signs per those revisions. On February 27, 2018, the City provided additional changes to the vendor which caused further delay to the wayfinding sign activities.

Globe Light Modification

The City provided globe brackets for AAA’s subcontractor Aldridge to install on the newly refurbished street light poles. During the installation, Aldridge found out that the street light bracket attachment for the globe did not fit. The incompatibility of the globe brackets with the street light poles caused AAA to ask the City for direction on how to proceed with the conflict. The City’s solution was for AAA to design a modification of the current bracket to secure the new globe urn. The modification to the globe lights caused further delay to the completion of the street light installation along 11th street.

The critical path delay during this period was the continuing delay caused by the bus platform redesign. Although the initial answers were provided in August 2017 to move forward with the bus platforms, the pending design issues with the shelters that had to be finalized before construction of the platforms could be started. The final design was not provided to AAA until January 10, 2018. The critical path delay identified in this time period was 72 working days of which all was allocated to the City as identified in Table 4 below:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Delays</th>
<th>Delay Days</th>
<th>City</th>
<th>AAA</th>
<th>Non Compensable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Urban Forestry Permit, Traffic Plan Submittal Delays, Flood Control Permit, Storm Drain Redesign and Weather Delays</td>
<td>129</td>
<td>107</td>
<td>-</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>2 Street Light Refurbishment, Bus Platform Delays</td>
<td>143</td>
<td>143</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>3 Additional delays due to Bus Platforms, Basement Delay, Anchor Bolt Delay</td>
<td>72</td>
<td>72</td>
<td>-</td>
<td>-</td>
<td></td>
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<tr>
<td>Days of Delay</td>
<td>344</td>
<td>322</td>
<td>-</td>
<td>22</td>
<td></td>
</tr>
</tbody>
</table>

Table 4: Allocation of Delays for Time Period 3
Time Period 4 – March 2018 Update to September 2018 Update

In time period 4, AAA compared the March 2018 Schedule Update to the September 2018 Schedule Update. A comparison of these two schedules showed that the Wayfinding Sign redesign and the added bus platform north of 7th street caused further delay to the project. These 2 impacts caused an additional 46 working days of delay to the project.

Caltrans permit for Traffic Signal Foundation and bridge intrusion

The traffic signal foundation work at the 23rd Street bridge deck structure required a Caltrans permit. The work at this location began on March 28, 2018. Caltrans required that the bridge be x-rayed to find the location of the existing steel structure prior to demolition and then submitted to the City for structural design. KPFF finished the design on July 6, 2018 and a revision on July 20, 2018. The design required special anchor bolts that required a special order and fabrication. On August 23, 2018, the traffic signal work was completed and then the concrete bridge deck repair followed shortly after in September 2018.

Wayfinding Signs Re-Design

AAA discovered that the wayfinding signs foundations did not securely fasten the wayfinding signs and therefore additional redesign was needed to secure the wayfinding signs. The City redesigned the foundation to accommodate the signs and then AAA started to install the signs. On September 11, 2018, LADOT requested that all work on the wayfinding signs be placed on a temporary pause in order to correct some structural failures that were identified. In an effort to help the City with the structural problems, AAA submitted a revised sign detail on September 18, 2018 but the City did not respond to AAA until 43 days later on October 31, 2018. The City requested structural calculations by a licensed engineer before AAA could proceed.

Added bus platform north of 7th Street

On June 28, 2018, the City provided plans to install an additional bus shelter north of 7th street along Figueroa. The added bus shelter was a significant scope of work that the City was now requesting AAA to perform very late in the project. AAA provided pricing for the bus shelter on July 18, 2018 and completed the additional bus shelter work in August of 2018. This added scope of work added additional time to the Project Substantial Completion Date.

The critical path delay during this period included the temporary halt of installation and completion of the wayfinding signs along with the additional work added to the Contract for the bus shelter north of 7th street. The late addition of scope to the project
extended the project substantial completion date. At this point of the project, AAA was also waiting for direction from the City on how to proceed with the wayfinding signs which caused even further delay to the project substantial completion date. The critical path delay identified in this time period was 46 working days of which all was allocated to the City as identified in Table 5 below:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Delays</th>
<th>Delay Days</th>
<th>City</th>
<th>AAA</th>
<th>Non Compensable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urban Forestry Permit, Traffic Plan Submittal</td>
<td>129</td>
<td>107</td>
<td>-</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Delays, Flood Control Permit, Storm Drain Redesign and Weather Delays</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Street Light Refurbishment, Bus Platform Delays</td>
<td>143</td>
<td>143</td>
<td>-</td>
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</tr>
<tr>
<td>3</td>
<td>Additional delays due to Bus Platforms, Basement Delay, Anchor Bolt Delay</td>
<td>72</td>
<td>72</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Wayfinding Sign Redesign, Added Bus Shelter at 7th Street, Caltrans permit</td>
<td>46</td>
<td>46</td>
<td>-</td>
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</tr>
<tr>
<td></td>
<td>Days of Delay</td>
<td>390</td>
<td>368</td>
<td>-</td>
<td>22</td>
</tr>
</tbody>
</table>

Table 5: Allocation of Delays for Time Period 4

**Time Period 5 – September 2018 Update to April 2019 Update**

In this last period, AAA compared the September 2018 Schedule Update with the April 2019 Schedule Update. Although AAA has not received substantial completion for the project, the project’s activities were substantially completed as of April 30, 2019, the date being used to measure to. During this time period, the project has suffered further delays waiting for clarification of the wayfinding sign details and rain delays due to work being performed in an unexpected winter season. The total delays incurred during this time period were 98 working days, 90 as a result of the wayfinding sign delays and 8 days due to rain delays. Table 6 below shows how the days have been allocated:

2 As noted above, the City continues to request AAA perform additional change order work on the Project.
### III. Conclusion

AAA has identified a total of 488 working days of delay that were incurred on the Project. Of the 488 working days, 458 of the days should be compensable delay days that were the result of City caused delays to the project, while the other 30 days should be granted as non-compensable weather days. The City caused delays include delayed issuance of critical permits on the project, redesign to key components of the project, differing site conditions, design conflicts that were identified during construction and additional scope to the project. The City has already agreed to 225 working days of delay as a result of over $4 million dollars of increased scope to the project. Although, the City has failed to provide AAA any compensation for the additional overhead and project support costs that AAA has incurred during the delays.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Delays</th>
<th>Delay Days</th>
<th>City</th>
<th>AAA</th>
<th>Non Compensable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Urban Forestry Permit, Traffic Plan Submission, Flood Control Permit, Storm Drain, Redesign and Weather Delays</td>
<td>129</td>
<td>107</td>
<td>-</td>
<td>22</td>
</tr>
<tr>
<td>2</td>
<td>Street Light Refurbishment, Bus Platform Delays</td>
<td>143</td>
<td>143</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Additional delays due to Bus Platforms, Basement Delay, Anchor Bolt Delay</td>
<td>72</td>
<td>72</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Wayfinding Sign Redesign, Added Bus Shelter at 7th Street, Caltrans permit</td>
<td>46</td>
<td>46</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Wayfinding Sign Redesign, Weather Delays</td>
<td>98</td>
<td>90</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Days of Delay</td>
<td>488</td>
<td>458</td>
<td>-</td>
<td>30</td>
</tr>
</tbody>
</table>

Table 6: Allocation of Delays for Time Period 5
**CHANGE ORDER REQUEST**

**To:**  
CITY OF LOS ANGELES DEPT OF TRANSPORTATION  
100 S. MAIN ST., 10th FLOOR  
LOS ANGELES, CA 90012  
COR No: 170  
AAA Job No: 28338  

**ATTN:**  
ADAM C. DRISCOLL

**Re:**  
MY FIG PROJECT – Figueroa Corridor Streetscape Improvements (11th St & Figueroa St)  
W.O. E10907719 & E1907720

**TRANSMITTAL DATE:** 6/9/20

**ITEM NO.** | **DESCRIPTION** | **QUANTITY** | **UNIT COST** | **TOTAL**  
--- | --- | --- | --- | ---  
 |  |  | 10% Mark-up | $2,315.40  
 |  |  |  | Sub-Total | $25,469.37  
 |  |  |  | 1% for Bond | $254.69  
 |  |  |  | Total Change Order Request Price | $25,724.06

**APPROVED**  
**REVISE & RESUBMIT**  
**APPROVED AS NOTED**  
**REJECTED**

**COMMENTS**

---

**RECEIVED BY,**

---

**TRANSMITTED BY,**

---

GORDON KLINE  
PUBLIC WORKS ESTIMATOR / PROJECT MANAGER

---

Board of Public Works Meeting  
- July 21, 2020 -  
PAGE 420
All American Asphalt  
P.O. Box 2229  
Corona, CA 92878

Attn: Gordon Kline

Re: My Figueroa Corridor

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>AMOUNT</th>
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<tbody>
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Total Completed $12,040.74

5% Retention 602.04

Amount Due $11,438.70

Thank you!!!
CUSTOMER NAME: AAA
JOB NUMBER: ITEM NUMBER: LOCATION OF WORK: 11TH ST & PART OF SILVERDA
DESCRIPTION OF WORK: WATERING - IRRIGATION SYSTEM WATER METER LOCKED

<table>
<thead>
<tr>
<th>CO. OWNED EQUIPMENT</th>
<th>DEVI. NO.</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
</tr>
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<tbody>
<tr>
<td>(26.95)</td>
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<td></td>
<td>2 - WATER WAGONS 8 EA</td>
<td>160. -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>591.2</td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td>$2,006.79</td>
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<table>
<thead>
<tr>
<th>LABOR</th>
</tr>
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<tbody>
<tr>
<td>CLASS</td>
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<tr>
<td>NAME</td>
</tr>
<tr>
<td>EMPLOYEE #</td>
</tr>
<tr>
<td>HOURS</td>
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<tr>
<td>TYPE</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>LABOR</td>
</tr>
<tr>
<td>OMAR ROCHA</td>
</tr>
<tr>
<td>LABOR</td>
</tr>
<tr>
<td>GIOVANI MENTADO</td>
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<table>
<thead>
<tr>
<th>RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK</th>
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<tbody>
<tr>
<td>DESCRIPTION</td>
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<tr>
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<tr>
<td>QUANTITY</td>
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KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE
CUSTOMERS REPRESENTATIVE
Board of Public Works Meeting - July 21, 2020 - PAGE 422
**CUSTOMER NAME:** AAA  
**WORK DATE:** 9-22-19

**JOB NUMBER:**  
**ITEM NUMBER:**  
**LOCATION OF WORK:** 11TH ST & PART OF FIGUERDA  
**CHANGE ORDER NO.:**

**DESCRIPTION OF WORK:** WATERING - IRRIGATION SYSTEM WATER METER LOCKED

**CO. OWNED EQUIPMENT**

<table>
<thead>
<tr>
<th>EQUIP. NO.</th>
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<tbody>
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|   | $1,326.91 |
|   | $679.88  |

|   | $2,006.79 |

**LABOR**

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<thead>
<tr>
<th>CLASS</th>
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<tbody>
<tr>
<td>LABOR</td>
<td>Omar Rocha</td>
<td>8</td>
<td></td>
<td>ST OT DT</td>
</tr>
<tr>
<td>LABOR</td>
<td>Guillermo Sierra</td>
<td>8</td>
<td></td>
<td>ST OT DT</td>
</tr>
</tbody>
</table>

|   | $591.2  |
|   | $111.15 |
|   | $679.88 |

|   | $1,326.91 |

|   | 16 @ 69.11 = 1105.76 |
|   | $41.2  |
|   | $1,326.91 |

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

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<th>DESCRIPTION</th>
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**MISC. ITEMS**

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| OTHER | |

**DATE:**

**KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE**  
**BOARD OF PUBLIC WORKS MEETING** - July 21, 2020 -  
**CUSTOMERS REPRESENTATIVE**  
**PAGE 423**
CUSTOMER NAME: AAA

JOB NUMBER: ITEM NUMBER: CHANGE ORDER NO.

LOCATION OF WORK: 11TH ST & PART OF FIGUEROA

DESCRIPTION OF WORK: WATERING - IRRIGATION SYSTEM WATER METER LOCKED

### CO. OWNED EQUIPMENT

<table>
<thead>
<tr>
<th>EQUIP. NO.</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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</thead>
<tbody>
<tr>
<td>(26.95)</td>
<td>2-PICK UP TRUCKS 8 EA</td>
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<td>ST OT DT</td>
<td>OMAR ROCHA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80.0</td>
<td>2-WATER WAGONS 8 EA</td>
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<td>ST OT DT</td>
<td>Guillermo Sierra</td>
<td>8</td>
<td></td>
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</table>

Total Cost:
- $1,326.91
- $679.88
- $2,006.79

### LABOR

<table>
<thead>
<tr>
<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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</thead>
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### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

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<th>QTY/HRS</th>
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### MISC. ITEMS

<table>
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KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE

Board of Public Works Meeting
- July 21, 2020 -

CUSTOMERS REPRESENTATIVE

PAGE 424
AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: AAA

WORK DATE: 10-6-19

JOB NUMBER: ITEM NUMBER: LOCATION OF WORK: 11TH ST & PART OF FIGUEROA

DESCRIPTION OF WORK: WATERING - IRRIGATION SYSTEM WATER METER LOCKED

<table>
<thead>
<tr>
<th>CO. OWNED EQUIPMENT</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>COSTS</th>
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</thead>
<tbody>
<tr>
<td>(26.95) Pick-up Trucks</td>
<td>8 EA</td>
<td>$1,326.91</td>
<td>$1,326.91</td>
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<tr>
<td>(80-.) Water Wagons</td>
<td>8 EA</td>
<td>$679.88</td>
<td>$679.88</td>
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</table>

<table>
<thead>
<tr>
<th>LABOR</th>
<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Pastor Soto</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Guillermo Sierra</td>
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</table>

16 @ 69.11 = 1,105.16

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

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<tr>
<th>DESCRIPTION</th>
<th>RENTAL EQ#</th>
<th>SUPPLIER</th>
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MISC. ITEMS

<table>
<thead>
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DATE: 

KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE

Board of Public Works Meeting - July 21, 2020 - PAGE 425

CUSTOMERS REPRESENTATIVE
CUSTOMER NAME: AAA

JOB NUMBER: 

ITEM NUMBER: 

CHANGE ORDER NO: 

LOCATION OF WORK: 11TH ST & PART OF FIGUEROA

DESCRIPTION OF WORK: WATERING - IRRIGATION SYSTEM WATER METER LOCKED

**Co. Owned Equipment**

<table>
<thead>
<tr>
<th>EQUIP NO.</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
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<tr>
<td></td>
<td>2 - Pick Up Trucks</td>
<td>8 EA</td>
<td>$31.2</td>
<td>$61.2</td>
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<td></td>
<td>2 - Water Wagons</td>
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<td></td>
<td></td>
<td>$679.80</td>
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**Labor**

<table>
<thead>
<tr>
<th>CLASS</th>
<th>NAME</th>
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<th>HOURS</th>
<th>TYPE</th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>Pastor Soto</td>
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<td>8</td>
<td>ST OT DT</td>
</tr>
<tr>
<td>Labor</td>
<td>Guillermo Sierra</td>
<td></td>
<td>8</td>
<td>ST OT DT</td>
</tr>
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</table>

**Rental Equipment / Materials / Subcontract Work**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RENTAL EQ#</th>
<th>SUPPLIER</th>
<th>QTY/HRS</th>
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**Misc. Items**

<table>
<thead>
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<tbody>
<tr>
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</table>
CUSTOMER NAME: AAA  WORK DATE: 10-20-19

LOCATION OF WORK: 11TH ST & PART OF FIGUEROA
DESCRIPTION OF WORK: WATERING - IRRIGATION SYSTEM WATER METER LOCKED

<table>
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<th>DESCRIPTION</th>
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<td>(26.75)</td>
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<td>2-WATER WAGONS</td>
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<table>
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<tr>
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<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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<tbody>
<tr>
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<td>Omar Rocha</td>
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<td>931.2</td>
<td>ST OT DT</td>
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<tr>
<td>LABOR</td>
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<td>Guillermo Sierra</td>
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<td>591.2</td>
<td>ST OT DT</td>
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<td>LABOR</td>
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<td>41.2</td>
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RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

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<th>DESCRIPTION</th>
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<th>SUPPLIER</th>
<th>QTY/HRS</th>
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<tr>
<th>MISC. ITEMS</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
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KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE

CUSTOMERS REPRESENTATIVE

Board of Public Works Meeting - July 21, 2020 - PAGE 427
All American Asphalt
P.O. Box 2229
Corona, CA 92878

Attn: Gordon Kline

Re: My Figueroa Corridor

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Extra work Ticket #18588</td>
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<td>Extra work Ticket #18589</td>
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<td>Extra work Ticket #18590</td>
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<td>$2,041.29</td>
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Total Completed: $9,538.37
5% Retention: 476.92
Amount Due: $9,061.45

Thank you!!!
# Authorization for Extra Work and/or Change in Plans

**CUSTOMER NAME:** AAA  
**WORK DATE:** 2-15-20

**JOB NUMBER:**  
**ITEM NUMBER:**  
**CHANGE ORDER NO.:**

**LOCATION OF WORK:** 11th St & Figueroa  
**DESCRIPTION OF WORK:** Watering

## Co-Owned Equipment

<table>
<thead>
<tr>
<th>EQUIP. NO.</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(26.95)</td>
<td>2 - F-250 Pick Up</td>
<td>8 EA</td>
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<tr>
<td>95.</td>
<td>2 - Water Wrenches</td>
<td>8 EA</td>
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</table>

**Cost:** $1,326.91  
**Hours:** 714.38

## Labor

<table>
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<tr>
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<th>HOURS</th>
<th>TYPE</th>
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<tbody>
<tr>
<td></td>
<td>Labor Omar Rocha</td>
<td></td>
<td>8</td>
<td>ST DT</td>
</tr>
<tr>
<td></td>
<td>Labor Geovany Menndado</td>
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<td>8</td>
<td>ST DT</td>
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**Cost:** $1,326.91

## Rental Equipment / Materials / Subcontract Work

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<tr>
<th>DESCRIPTION</th>
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## Misc. Items

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</table>

**Date:**

Board of Public Works Meeting  
- July 21, 2020 -  
CUSTOMERS REPRESENTATIVE: PAGE 429
**CUSTOMER NAME:** AAA

**LOCATION OF WORK:** 11TH ST & FIGUEROA

**DESCRIPTION OF WORK:** CLEAN UP TRASH WEEDS MAINTENANCE

### CO. OWNED EQUIPMENT

<table>
<thead>
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<th>DESCRIPTION</th>
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<th>COST</th>
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</thead>
<tbody>
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<td>1-T F-250 PICK UP</td>
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<td></td>
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<td></td>
<td>$291.94</td>
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</table>

### LABOR

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<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
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<tbody>
<tr>
<td></td>
<td>MIGUEL VELASQUEZ</td>
<td>8</td>
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<td>ST OT DT</td>
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<tr>
<td></td>
<td>ADALBERTO RODRIGUEZ</td>
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<td>ST OT DT</td>
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<td>25.6</td>
<td>ST OT DT</td>
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<tr>
<td>11.15</td>
<td>ST OT DT</td>
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<tr>
<td>291.94</td>
<td>ST OT DT</td>
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\[ 16 @ 69.11 = 1105.76 \]

\[ \times 1.2 = \]

\[ $1326.91 \]

### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

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<thead>
<tr>
<th>DESCRIPTION</th>
<th>RENTAL EQ#</th>
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### MISC. ITEMS

<table>
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<tbody>
<tr>
<td>OTHER</td>
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</table>
**AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS**

**CUSTOMER NAME:** AAA  
**WORK DATE:** 2-28-20

**JOB NUMBER:**  
**ITEM NUMBER:**  
**CHANGE ORDER NO.:**

**LOCATION OF WORK:** 11TH ST & FIGUEROA

**DESCRIPTION OF WORK:** MAINTENANCE, PLANTING, MULCH & WATERING

### CO. OWNED EQUIPMENT

<table>
<thead>
<tr>
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<th>DESCRIPTION</th>
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<tbody>
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<td>(35.65)</td>
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<td>(24.45)</td>
<td>1- F-250 PICK UP</td>
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<td>98.80</td>
<td>1- WATER WAGON</td>
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Total Cost: $3,880.94

### LABOR

<table>
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<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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</thead>
<tbody>
<tr>
<td>LABOR</td>
<td>GEOVANNY MENTADD</td>
<td>8</td>
<td>ST OT DT</td>
<td></td>
</tr>
<tr>
<td>LABOR</td>
<td>MIGUEL VELAZQUEZ</td>
<td>8</td>
<td>ST OT DT</td>
<td></td>
</tr>
<tr>
<td>LABOR</td>
<td>ADALBERTO RODRIGUEZ</td>
<td>8</td>
<td>ST OT DT</td>
<td></td>
</tr>
</tbody>
</table>

Total Labor: $1,990.36

**RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RENTAL EQ#</th>
<th>SUPPLIER</th>
<th>QTY/ HRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MULCH</td>
<td>4-YARDS</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>1 GALLON PLANTS</td>
<td>230</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>SMALL PLANTS</td>
<td>11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Rental: $509.75

**CUSTOMERS REPRESENTATIVE**

KATO LANDSCAPE INC.: CONTRACTING REPRESENTATIVE  
Board of Public Works Meeting  
- July 21, 2020 -  

**OTHER**

**DATE:**

**DATE:**

**PAGE 431**
Aguinaga Green, Inc.

27910 Baker Canyon Rd
Silverado, CA 92676
714-649-9050

ORANGE
410 W Grove Ave.
Orange, CA 92865
Phone# 714 283-2572

IRVINE
16355 Construction Circle W
Irvine, CA 92606
949 786-9558

Bill To
Kato Landscape Construction, Inc.
18182 Bushard St.
Fountain Valley, CA 92708

Ship To
Pick-Up
Job: La Figueroa Y La Once
Driver: Miguel

Notes

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Terms</th>
<th>Rep</th>
<th>Ship Date</th>
<th>Day</th>
<th>Via</th>
<th>Ordered by</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Net 30</td>
<td>VV</td>
<td>2/28/2020</td>
<td>Friday</td>
<td>Will call</td>
<td>Miguel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Ticket #</th>
<th>Quantity</th>
<th>Base Rate</th>
<th>Price Each</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Floor 0-2</td>
<td></td>
<td>4</td>
<td>25.00</td>
<td>25.00</td>
<td>100.00T</td>
</tr>
</tbody>
</table>

Subtotal $100.00
Sales Tax $7.75

Total $107.75

Signature confirms delivery as stated above, discrepancies must be reported and verified by Aguinaga Green within 24 hours.

ALL RETURNED CHECKS ARE SUBJECT TO A $25.00 SERVICE CHARGE
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Ship To</th>
<th>Address</th>
<th>City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Order Number</th>
<th>Terms</th>
<th>Date</th>
<th>When Ship</th>
<th>How Ship</th>
<th>Salesperson</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>7-7-20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>1g Linare</td>
<td>$3.25</td>
<td>320</td>
</tr>
<tr>
<td>11th St</td>
<td>3, Figueroa</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $231.25

Tax: $23.15

Total: $254.40
PRO GROWERS, INC
WHOLESALE NURSERY

8303 Scout Ave., Bell Gardens, CA 90201
Phone: 562.287.0444 Fax: 562.287.0445
plants@progrowersinc.com
progrowersinc.com

Date: 02/28/2020
Invoice #: 16810-1

Account: 660
Bill To: KATO LANDSCAPE
18182 BUSHARD STREET
FOUNTAIN VALLEY, CA 92708
Phone: 714-963-4615 Fax: 714-963-6424

Ship To:

<table>
<thead>
<tr>
<th>Plant ID</th>
<th>Plant Name</th>
<th>Size</th>
<th>Quantity</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>283</td>
<td>BUXUS MICROPHYLLA JAPONICA</td>
<td>5 GAL.</td>
<td>11</td>
<td>9.85</td>
<td>108.35</td>
</tr>
<tr>
<td>1842</td>
<td>TULBAGHIA VIOLACEAE SILVER LACE</td>
<td>1 GAL.</td>
<td>130</td>
<td>3.45</td>
<td>448.50</td>
</tr>
</tbody>
</table>

Purchaser is notified that terms are Net-30. 1.5% Service Charge per month will be assessed on all past due accounts. No terms or conditions of purchase orders different from the terms of Pro Growers, Inc. will become part of any sales agreement, purchase order or other document unless specifically approved in writing by Pro Growers, Inc. If it becomes necessary to collect the balance due, the purchaser agrees to pay attorneys fees and court costs. Should a lawsuit need to be filed to collect a debt. All disputes must be reported within 5 days of receipt. No items will be accepted for return without prior approval. All returns are subject to a restocking charge.

Subtotal: $556.85
Freight: $0.00
Fuel Charge: $0.00
Tax: $52.90
Total: $609.75

Customer: ____________________________
Date: ______________________________
Signature: __________________________

Driver: ______________________________
Signature: __________________________
Date: ______________________________

BOARD OF PUBLIC WORKS MEETING
- July 21, 2020 -
PAGE 434
### Authorization for Extra Work and/or Change in Plans

**Customer Name:** [Redacted]  
**Job Number:** [Redacted]  
**Location of Work:** 11th St & Figueroa  
**Description of Work:** Watering

#### Co-Owned Equipment

<table>
<thead>
<tr>
<th>Equip No.</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>(26.95)</td>
<td>2 - F-250 Pick Up</td>
<td>8 EA</td>
</tr>
<tr>
<td>(95.82)</td>
<td>2 - Water Wagon</td>
<td>8 EA</td>
</tr>
</tbody>
</table>

**Rentals Equipment / Materials / Subcontract Work**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rental EQ#</th>
<th>Supplier</th>
<th>Qty/Hrs</th>
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</thead>
</table>

**Labor**

<table>
<thead>
<tr>
<th>Class</th>
<th>Name</th>
<th>Employee #</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Marcial Luna</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Giovani Mentado</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>

**Misc. Items**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
</table>

**Date:** [Redacted]  
**Board of Public Works Meeting:** July 21, 2020
All American Asphalt
P.O. Box 2229
Corona, CA 92878

Attn: Gordon Kline

Re: My Figueroa Corridor

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra work Ticket #18593</td>
<td>1</td>
<td>$1,574.86</td>
</tr>
</tbody>
</table>

Total Completed $1,574.86

Amount Due $1,574.86
## AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

<table>
<thead>
<tr>
<th>CUSTOMER NAME:</th>
<th>AAA</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOB NUMBER:</td>
<td>11th</td>
</tr>
<tr>
<td>ITEM NUMBER:</td>
<td></td>
</tr>
<tr>
<td>LOCATION OF WORK:</td>
<td>11th St &amp; Firestone, Downtown LA</td>
</tr>
<tr>
<td>DESCRIPTION OF WORK:</td>
<td>CLEAN UP WEEDS &amp; TRASH</td>
</tr>
</tbody>
</table>

### CO. OWNED EQUIPMENT

<table>
<thead>
<tr>
<th>EQUIP. NO.</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PICK UP TRUCK</td>
<td>8</td>
</tr>
</tbody>
</table>

$1,326.92 x 1.15 = $247.94

$1,574.86

### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

### LABOR

<table>
<thead>
<tr>
<th>CLASS</th>
<th>NAME</th>
<th>EMPLOYEE #</th>
<th>HOURS</th>
<th>TYPE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>MARCIAL LUNA</td>
<td></td>
<td>8</td>
<td>ST OT DT</td>
</tr>
<tr>
<td></td>
<td>GEOVANI MENTANO</td>
<td></td>
<td></td>
<td>ST OT DT</td>
</tr>
</tbody>
</table>

$1,326.92 x 4.2 = $1,326.92

### RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

### MISC. ITEMS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
</table>

### DATE: 3-19-2020
SOLE SOURCE PROCUREMENT - AFRAS INDUSTRIES, INC. - CARBON SCRUBBER SYSTEMS

Recommending the Board:

1. AUTHORIZE the City Engineer to sole source the procurement of the carbon scrubber system manufactured by Afras Industries, Inc. (Afras) for the following Capital Improvement Projects (CIP):

   A. CIP 7190: Collection Systems Radford Carbon Scrubber Facility Upgrade (Radford), for an amount not-to-exceed $760,000;

   B. CIP 7191: Collection Systems Richmond Carbon Scrubber Facility Upgrade (Richmond), for an amount not-to-exceed $1,315,000;

   C. CIP 7194: Collection Systems Humboldt Carbon Scrubber Facility Upgrade (Humboldt), for an amount not-to-exceed $1,315,000;

   D. CIP 7195: Collection Systems Ballona Carbon Scrubber Facility Upgrade (Ballona), for an amount not-to-exceed $760,000;

   E. CIP 7196: Collection Systems Dacotah Carbon Scrubber Facility Upgrade (Dacotah), for an amount not-to-exceed $535,000; and

2. AUTHORIZE the City Engineer to negotiate a price agreement with Afras for the above referenced carbon scrubber systems which will be procured by the City of Los Angeles and installed by the general contractor awarded the construction project.

(W.O. SZC12916, SZC13276, SZC13277)
ATTACHMENTS:

Description

- BOE BOS 3
- BOE BOS 3 TR1
- BOE BOS 3 TR2
Department of Public Works

Bureau of Engineering
Bureau of Sanitation
Joint Report No. 3

July 21, 2020
CD Nos. 1, 4, 11, and 14

SOLE SOURCE PROCUREMENT OF CARBON SCRUBBER SYSTEMS FOR THE CAPITAL IMPROVEMENT PROJECT 7190-COLLECTION SYSTEMS RADFORD CARBON SCRUBBER FACILITY UPGRADE (WORK ORDER NO. SZC12797), CAPITAL IMPROVEMENT PROJECT 7191- COLLECTION SYSTEMS RICHMOND CARBON SCRUBBER FACILITY UPGRADE (WORK ORDER NO. SZC12916), CAPITAL IMPROVEMENT PROJECT 7194-COLLECTION SYSTEMS HUMBOLDT CARBON SCRUBBER FACILITY UPGRADE (WORK ORDER NO. SZC13276), CAPITAL IMPROVEMENT PROJECT 7195- COLLECTION SYSTEMS BALLONA CARBON SCRUBBER FACILITY UPGRADE (WORK ORDER NO. SZC13277), CAPITAL IMPROVEMENT PROJECT 7196- COLLECTION SYSTEMS DACOTAH CARBON SCRUBBER FACILITY UPGRADE (WORK ORDER NO. SZC13278)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. At the request of LA Sanitation and Environment (LASAN) Director and General Manager, AUTHORIZE the City Engineer to sole source the procurement of the carbon scrubber system manufactured by Afras Industries, Inc. (Afras) for the following Capital Improvement Projects (CIP):

   • CIP 7190: Collection Systems Radford Carbon Scrubber Facility Upgrade (Radford), for an amount not-to-exceed $760,000.

   • CIP 7191: Collection Systems Richmond Carbon Scrubber Facility Upgrade (Richmond), for an amount not-to-exceed $1,315,000.

   • CIP 7194: Collection Systems Humboldt Carbon Scrubber Facility Upgrade (Humboldt), for an amount not-to-exceed $1,315,000.

   • CIP 7195: Collection Systems Ballona Carbon Scrubber Facility Upgrade (Ballona), for an amount not-to-exceed $760,000.

   • CIP 7196: Collection Systems Dacotah Carbon Scrubber Facility Upgrade (Dacotah), for an amount not-to-exceed $535,000.

2. AUTHORIZE the City Engineer to negotiate a price agreement with Afras for the above referenced carbon scrubber systems which will be procured by the City of Los Angeles (City) and installed by the general contractor awarded the construction project.
Reference List of Previous Installations by Afras

- In 2015, a 500-cubic feet per minute (cfm) carbon scrubber unit was tested at the Hyperion Water Reclamation Plant.
- In 2018, a 10,000-cfm carbon scrubber unit was installed at the Genesee Odor Control Facility, 5898 W. Venice Boulevard, Los Angeles, CA 90019.
- In 2019, a 10,000-cfm carbon scrubber unit was installed at the Sierra Bonita Odor Control Facility, 1403 N. Gardner Street, Los Angeles, CA 90046.

TRANSMITTALS


2. The BOE and LASAN Joint Report No. 1, titled “Authority to Utilize the Wastewater Treatment Plant Program Emergency Contract for Both Capital Improvement Projects (CIP) 7192 - Collection Systems North Outfall Treatment Facility (NOTF) Carbon Scrubber Facility Upgrades Project (Work Order No. SZC12917) and CIP 7193 - Collection Systems Sierra Bonita Carbon Scrubber Facility Upgrades (Work Order No. SZC13275),” Adopted by the Board on September 24, 2018.

DISCUSSION

Background

LASAN operates multiple odor control facilities throughout the City. Many of these facilities use the carbon adsorption process to scrub pressurized foul air originating from the wastewater collection system. Carbon adsorption is the process of accumulating malodorous hydrogen sulfide gas and volatile organic compounds onto the surface of carbon particles as the foul airstream passes through the carbon, thereby removing the odor from the airstream. Five of these carbon scrubber facilities (Radford, Richmond, Humboldt, Ballona, and Dacotah) were designed to scrub foul air and discharge the treated air to the atmosphere, as approved by the Southern California Air Quality Management District (SCAQMD). At the above-mentioned facilities, the existing equipment, including the fans, carbon vessel, mist eliminator, isolation dampers, and the associated air ducts have exceeded their service life and show signs of deterioration beyond repair. Additionally, some facilities are undersized relative to current and/or anticipated treatment capacity.
requirements. Additional details about these LASAN-operated carbon scrubber facilities are outlined in Table No. 1 below:

<table>
<thead>
<tr>
<th>CIP</th>
<th>Site Name</th>
<th>Project Address</th>
<th>Year Constructed</th>
<th>Foul Air Source</th>
<th>Existing Flow (CFM)</th>
<th>Proposed Flow (CFM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7190 Radford</td>
<td>4200 Radford Avenue, Los Angeles, 91604</td>
<td>1999</td>
<td>North Outfall Sewer Collection System</td>
<td>5,000 cfm</td>
<td>5,000 cfm</td>
<td></td>
</tr>
<tr>
<td>7191 Richmond</td>
<td>850 N. Mission Road, Los Angeles, 90033</td>
<td>2005</td>
<td>Drop Structure at North Mission Road and Richmond Street</td>
<td>10,000 cfm</td>
<td>15,000 cfm</td>
<td></td>
</tr>
<tr>
<td>7194 Humboldt</td>
<td>303 N. San Fernando Road, Los Angeles, 90031</td>
<td>2005</td>
<td>North Outfall Sewer – Northeast Interceptor Sewer Drop Structure Collection System</td>
<td>10,000 cfm</td>
<td>15,000 cfm</td>
<td></td>
</tr>
<tr>
<td>7195 Ballona</td>
<td>5550 Inglewood Boulevard, Los Angeles, 90230</td>
<td>2005</td>
<td>Ballona Creek Wastewater Pumping Plant Wet Well</td>
<td>5,000 cfm</td>
<td>5,000 cfm</td>
<td></td>
</tr>
<tr>
<td>7196 Dacotah</td>
<td>1164 South Dacotah Street Los Angeles, 90023</td>
<td>2005</td>
<td>Dacotah Wastewater Pumping Plant Wet Well</td>
<td>3,000 cfm</td>
<td>3,000 cfm</td>
<td></td>
</tr>
</tbody>
</table>

**Proposed Project**

The proposed projects will replace existing carbon scrubbers with new scrubbers which are engineered, factory-fabricated systems designed for capacities respective of each site’s requirements, complete with mist eliminator/degreaser, media containment vessel, centrifugal fan with enclosure, carbon media, exhaust stack, interconnecting ductwork,
fan control panel, and other minor appurtenances for a complete operating system. Coconut shell-based activated carbon will be used as the dry filter media. A typical process flow schematic for the facilities is shown in Figure No. 1. The foul air will be pulled from the sewer headspace through the mist eliminator/degreaser and subsequently pushed through the carbon bed via blowers installed in-line between the mist eliminator and the carbon absorber unit. All of the units, except for the Dacotah unit, will include two blowers, one running and one standby. This will allow for planned and unplanned maintenance activities. The treated air will be released to the atmosphere via an exhaust stack routed in accordance with the requirements of the site's SCAQMD permit. Figure No. 2 below shows the carbon scrubber installed at the Genesee Carbon Scrubber Facility (Genesee) location (Transmittal No. 1).

(Figure No. 1): Typical process flow diagram for the carbon scrubber systems.

(Figure No. 2): Carbon scrubber at Genesee.
Sole Source Justification
LASAN conducted a pilot study in 2016 at the City’s Hyperion Water Reclamation Plant comparing the performance of a standard vertical flow carbon scrubber with the Afras’ suspended media radial flow carbon scrubber unit. The study reported a significantly improved performance with the Afras scrubber design. Operation and Maintenance (O&M) cost is a large component of the life cycle cost of a scrubber facility and carbon procurement, and change-out costs account for a major portion of the O&M costs. Based on the study, the Afras scrubber design with its patented moisture deflector increased the life of the carbon by reducing air moisture to the carbon bed. This resulted in improved performance due to a lower rate of carbon saturation and increased time before break-through of foul gas through the system.

Based on the above study performed, an Afras scrubber was installed as part of the emergency CIP 7193 Sierra Bonita Carbon Scrubber Installation project (Sierra Bonita) (Transmittal No. 2) to replace the previous carbon scrubber and was put into continuous operation on September 20, 2019. The previous scrubber required a carbon changeout every 3 to 4 weeks. The new scrubber installed at Sierra Bonita was able to operate without break-through from September 20, 2019 to January 3, 2020 before the next changeout. From the data collected between initial startup and the date of the first carbon changeout for the new system, a table was created to show the initial costs savings between the previous scrubber and the Afras scrubber below:

<table>
<thead>
<tr>
<th>Cost of Carbon Changeout</th>
<th>Old Carbon Scrubber</th>
<th>Afras Carbon Scrubber</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of days between carbon change out</td>
<td>28</td>
<td>105</td>
</tr>
<tr>
<td>Pounds of carbon required</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Cost of carbon per pound</td>
<td>$0.78</td>
<td>$0.78</td>
</tr>
<tr>
<td>Cost of carbon per day</td>
<td>$557</td>
<td>$149</td>
</tr>
<tr>
<td>Cost of carbon per year</td>
<td>$203,357</td>
<td>$54,229</td>
</tr>
<tr>
<td>Cost of carbon over 10 years</td>
<td>$2,033,571</td>
<td>$542,288</td>
</tr>
<tr>
<td>Cost savings over 10 years</td>
<td></td>
<td>$1,491,286</td>
</tr>
</tbody>
</table>

The estimated total O&M cost savings is $1,491,286 (present value in 2020) over 10 years.
LASAN is currently seeking to replace the five existing carbon scrubber facilities at Radford, Richmond, Humboldt, Ballona and Dacotah. The existing carbon scrubber units have exceeded their useful service life, which is typically 10 years, and are due for replacement. The upgraded replacement scrubbers using the Afras carbon scrubber design would bring improved odor control performance and resulting reduced life cycle costs. It is also LASAN’s preference to standardize their use of Afras scrubbers to streamline O&M, spare parts inventory and O&M training. It is, therefore, recommended that the Afras Industries carbon scrubber systems be procured and installed at the five above described locations.

City Attorney Review
The City Attorney’s Office has reviewed this matter on May 8, 2020 and concurs that it is reasonable and justifiable to award this contract on a sole source basis.

Program Review Committee (PRC) Approval
The Radford project (CIP 7190) was approved by the PRC for a total construction budget of $2,428,000 at its meeting on April 8, 2020. The budget includes costs for a carbon scrubber system manufactured by Afras for an amount around $760,000.

The Richmond project (CIP 7191) was approved by the PRC for a total construction budget of $2,428,000 at its meeting on April 8, 2020. The budget includes costs for a carbon scrubber system manufactured by Afras for an amount around $1,315,000.

The Humboldt project (CIP 7194) was approved by the PRC for a total construction budget of $2,428,000 at its meeting on April 8, 2020. The budget includes costs for a carbon scrubber system manufactured by Afras for an amount around $1,315,000.

The Ballona project (CIP 7195) was approved by the PRC for a total construction budget of $2,428,000 at its meeting on April 8, 2020. The budget includes costs for a carbon scrubber system manufactured by Afras for an amount around $760,000.

The Dacotah project (CIP 7190) was approved by the PRC for a total construction budget of $2,428,000 at its meeting on April 8, 2020. The budget includes costs for a carbon scrubber system manufactured by Afras for an amount around $535,000.

Status of Financing
There is no impact to the General Fund. No funding is required at this time. The project will be funded from the Sewer Construction and Maintenance Fund. Specific funding information will be provided at the time of project award.
Department of Public Works
Bureau of Engineering
Bureau of Sanitation
Joint Report No. 3

July 17, 2020
Page 7

( EBW  RMK  KRR  AKN  TJM  )

Report reviewed by:
BOE (ADM) and
LASAN (CWSCD and FMD)

Report prepared by:
Environmental Engineering Division
Ethan Wong, PE, CCM, ENV SP
Division Engineer
Phone No. (310) 648-6120

Lisa B. Mowery, PE
Chief Financial Officer
Bureau of Sanitation

EW/KF/NS/06-2020-0056.EED.dng

Questions regarding this
report may be referred to:
Katrina Forbes, PE, ENV SP, Project Manager
Phone No. (310) 648-6198
E-mail: Katrina.Forbes@lacity.org

and/or
Nadir Shah, PE, ENV SP, Senior Civil Engineer
Phone No. (310) 648-6197
E-mail: Nadir.Shah@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Enrique C. Zaldivar, PE
Director and General Manager
Bureau of Sanitation
Department of Public Works

Bureau of Engineering
Bureau of Sanitation
Joint Report No. 1

November 28, 2016
CD No. 10

CAPITAL IMPROVEMENT PROJECT (CIP 7250) - COLLECTION SYSTEMS GENESSEE CARBON SCRUBBER PROCUREMENT - AUTHORIZATION TO SOLE SOURCE AFRAS INDUSTRIES ODOR CONTROL SYSTEM AND TO UTILIZE CONSTRUCTION SERVICES CONTRACT (CiSCO) - WORK ORDER NO. SZC13271

RECOMMENDATION

Authorize the City Engineer to sole source Afras Industries Odor Control System, and to use CiSCO to issue a Task Work Order to the contractor for an amount not-to-exceed $754,000 for the procurement of Afras Industries Odor Control System.

DISCUSSION

Background
The existing Genesee Carbon Scrubber Facility draws and treats foul air from the La Cienega-San Fernando Valley Relief Sewer. This scrubber was designed to treat 5,000 cubic feet per minute (CFM) of sewer air and is located in a sanitary sewer easement within the City of Los Angeles, Department of Water and Power's, western district yard parking lot. The Bureau of Sanitation (LASAN) has requested that the carbon scrubber facility be replaced and upgraded since the existing facility has reached its useful service life. The scrubber system is also being upsized to provide adequate relief of sewer ventilation, and to optimally treat foul air from the sewer system in the area. The existing facility is shown in Figure.

Proposed CiSCO Projects
Due to significant sewer ventilation and increasing odor complaints, the LASAN has requested an expedited schedule for the replacement of the existing Genesee Carbon Scrubber Facility. To meet the expedited delivery, facility replacement will be delivered through two CiSCO projects:

1. CIP 7250 – Collection System Genesee Carbon Scrubber Procurement

2. CIP 7199 - Collection System Genesee Carbon Scrubber Installation

The two projects will procure and install a new system with an increased flow capacity of 10,000 CFM. A separate board report will be prepared for CIP 7199 - Collection System Genesee Carbon Scrubber Installation project, to receive authorization for the use of CiSCO.
CIP 7250 Genesee Carbon Scrubber Procurement Project
This project will include the sole source procurement of a prepackaged odor control system from Afras Industries which will include a media containment vessel with patented moisture deflector, fans with sound enclosures, activated carbon media, exhaust stack, interconnecting ductwork, control panel, instrumentation and other appurtenances for a complete operating system.

Sole Source Justification for Afras Industries Odor Control System
The LASAN conducted a pilot study at the City’s Hyperion Water Reclamation Plant comparing the performance of a standard vertical flow carbon scrubber with the Afras Industries’ suspended media radial flow carbon scrubber unit. The study reported a much improved performance with the Afras Industries scrubber design. Operation and Maintenance (O&M) cost is a large component of the life cycle cost of a scrubber facility; and carbon procurement and change-out costs account for a major portion of the O&M costs. Based on the study, the Afras scrubber design with its patented moisture deflector increased the life of the carbon by reducing air moisture to the carbon bed. This
resulted in improved performance due to a lower rate of carbon saturation and increased time for foul gas break-through. Consequently, the LASAN reported major cost savings with the new Afras Industries scrubber design over the life cycle of the facility. The LASAN estimated a total O&M cost saving of $512,000 (present value) over a period of 10 years. In order to further verify the long term operational performance of the Afras Industries scrubber design, the LASAN has requested that the existing Genesee carbon scrubber be replaced with an upgraded, 10,000 CFM Afras Carbon Scrubber System.

The LASAN is currently seeking to replace its existing carbon scrubber facilities at eight locations spread across the City's collection system network. The existing carbon scrubber units have exceeded their useful service life, which is typically 10 years. The upgraded Genesee replacement scrubber, using the Afras carbon scrubber design, would bring significant cost savings and improved odor control performance to the City. Expedited delivery of the Genesee facility is critical for replacing the aging and deteriorating scrubbers. If this system proves to be successful, the City will use this system as a standard at other carbon scrubber facilities. It is therefore recommended that the Afras Industries Odor Control System be procured and installed as a sole source item for operational testing at the Genesee Odor Control Facility.

The Afras Industries Odor Control System will be a sole source system delivered as a complete skid mounted packaged unit. The system will comprise of a degreaser/mist eliminator, two (one duty and one stand by) skid mount fans with acoustic enclosures, one carbon absorber vessel with suspended media housing, and patented moisture removal system internal to the housing. Afras Industries is located in Southern California and is a Woman Business Enterprise Company. The scrubber will be procured under the Collection System Genesee Carbon Scrubber Procurement project for an amount not-to-exceed $754,000.

**CiSCo Justification**

Delivering the project under conventional bid and award will delay the construction of the Genesee Scrubber Facility and subsequently the other seven carbon scrubber facilities. Using the CiSCo contract will allow delivery of the project in a timely manner. It was estimated the award date will advance by seven months using CiSCo as compared to a typical bid and award project delivery mechanism. To implement the project, the Bureau of Engineering (BOE) intends to issue a negotiated task work order to procure the packaged Genesee Odor Control System.
Future Action
Following installation of the new Genesee Carbon Scrubber Facility, the LASAN will conduct a full scale test and document its findings. The LASAN and the BOE will return to the Board of Public Works (Board) in the future to present the full scale test results with recommendations for the upgrade of the remaining seven carbon scrubber facilities.

Program Review Committee (PRC) Approval
The PRC approved a total budget of $754,000, including contingency, for this project on April 13, 2016.

City Engineer’s Recommendation
The City Engineer recommends that your Board authorize the City Engineer to sole source Afras Industries Odor Control System for this project and authorize the City Engineer to negotiate a price agreement with Afras Industries for the above referenced equipment. Further, the BOE requests that the Board authorize the use of the CiSCO Contract to issue a Task Work Order to the contractor for an amount not-to-exceed $754,000.

Status of Financing
There is no impact to the General Fund. The total funding for this project is not-to-exceed $754,000. Funding for Fiscal Year 2016-17 in the amount of $600,000 is available in the Sewer Capital Fund, Fund No. 761, Department No. 50, and Appropriation Unit No. 50NASQ. However, funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations, once determined by the Director of the LASAN or designee, will be reviewed and certified by the Director of the Office of Accounting or designee, as to the status and availability of funding.

The contract contains a “Financial Liability Clause” which states that “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.”

The following funding has been verified and approved by the Director of the Office of Accounting subject to the conditions described above:

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<th>Fund No.</th>
<th>Appropriation Unit No.</th>
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Department of Public Works
Bureau of Engineering
Bureau of Sanitation
Joint Report No. 1

November 28, 2016
Page 5

( MJS RMK KRR TJM LM AKN )

Report reviewed by:
BOE (ADM) and
BOS (WCSD and FMD)

Report prepared by:
Environmental Engineering Division
Michael J. Sarullo, PE
Division Engineer
Phone No. (310) 648-6120

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
Fund Ref. 1. 761/50NASQ/$600,000
2. Future/TBD/$154,000
Date: 11/9/2016

MJS/AN/EO/09-2016-0199.EED.gva

Questions regarding this report
may be referred to:
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Phone No. (310) 648-6159
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Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Enrique C. Zaldivar
Director
Bureau of Sanitation
AUTHORITY TO UTILIZE THE WASTEWATER TREATMENT PLANT PROGRAM EMERGENCY CONTRACT FOR BOTH CAPITAL IMPROVEMENT PROJECTS (CIP) 7192 - COLLECTION SYSTEMS NORTH OUTFALL TREATMENT FACILITY (NOTF) CARBON SCRUBBER FACILITY UPGRADES PROJECT (WORK ORDER NO. SZC12917) AND CIP 7193 - COLLECTION SYSTEMS SIERRA BONITA CARBON SCRUBBER FACILITY UPGRADES (WORK ORDER NO. SZC13275)

RECOMMENDATION

Authorize the City Engineer to negotiate with the top contractor on the Wastewater Treatment Plant Program Emergency On-Call Contractors List and execute a single contract for CIPs 7192 and 7193, for an amount not-to-exceed $2,348,252 and $1,914,590 respectively, including contingency.

TRANSMITTALS


2. Copy of confirming e-mail from Board of Public Works (Board), Bureau of Engineering (BOE) Liaison Commissioner Joel F. Jacinto, dated July 18, 2018, approving the use of the emergency on-call list for this work.

DISCUSSION

Background

The Los Angeles Bureau of Sanitation operates multiple odor control facilities throughout the City of Los Angeles (City). These facilities use the carbon adsorption process to scrub pressurized foul air originating from the wastewater collection system. Two of these facilities, the NOTF and the Sierra Bonita Carbon Scrubber Facility, currently scrub air at a rate of 10,000 cubic feet per minute each. These odor control facilities have exceeded their useful service lives and are due for replacement in order to ensure sustained reliable service.

CIP 7192 NOTF Carbon Scrubber Facility Upgrades Project is located at 10201 Jefferson Boulevard, Culver City, CA, 90232 within a decommissioned wastewater treatment facility. The existing carbon scrubber is currently showing signs of deterioration beyond reasonable repair due to the high levels of Hydrogen Sulfide (H2S) concentrations. Furthermore, the existing fan was not designed with a protective coating and is undersized for the site. Due to the close proximity to nearby residents, it is imperative that this project is expedited to address recent odor complaints from nearby residents.
CIP 7193 Sierra Bonita Carbon Scrubber Facility Upgrade is located at 1403 North Gardner Street, Los Angeles, CA 90046 within the same property limits as a city-owned decommissioned library. In accordance with recent Mayor’s Executive Directive No. 24 (Transmittal No. 1), the library will be converted into a homeless shelter via an ongoing separate project managed by the BOE. Therefore, in order to best accommodate the Mayor’s executive directive, CIP 7193’s schedule also needs to be expedited to reduce the risk associated with delaying beneficial use of the above-described shelter project.

Due to the urgent nature of the proposed projects, the BOE briefed Commissioner Jacinto on July 11, 2018 via telephone (Transmittal No. 2). Commissioner Jacinto authorized staff to engage the current top-ranked contractor on the Wastewater Treatment Plant Program Emergency On-Call Contractors List for the proposed projects.

Subsequently, the BOE has contacted Murray Plumbing and Heating Company (Murray), the top listed on-call contractor to perform the scope of work for both projects under one contract. Murray has communicated that they would accept these projects. Therefore, the BOE will issue a construction order to formally offer Murray a total of $4,262,842.

**Scope of Work**

For both project sites, the scope of work will entail the removal and replacement of the existing mist eliminator, fan, and carbon vessel with a new system - a complete packaged unit, containing all aforementioned process equipment. The NOTF and the Sierra Bonita Carbon Scrubber Facility will be sized for a discharge capacity of 15,000 (a 50 percent increase) and 10,000 cubic feet per minute, respectively. The new equipment will be outfitted with sound-attenuated enclosures for noise mitigation, due to the unavoidable close proximity to nearby residents. For the NOTF facility, the odor control system will require a new foundation and concrete pad to support the upsized unit. Figures 1 and 2 below show the existing the NOTF and the Sierra Bonita Carbon Scrubber Facility units, respectively.

Furthermore, in order to implement the proposed work for both sites, it is essential that temporary odor control measures operable to the treatment capacity requirements of each site be provided during all phases of construction, including demolition.
City Engineer's Recommendation

Due to the reasons described above, the City Engineer recommends that the Board declare the above projects to be an urgent necessity and complete installation of the new carbon scrubber units in an expeditious and timely manner. The City Engineer further recommends that the Board authorize the City Engineer to negotiate completion of this work with the contractor for amounts not-to-exceed $2,348,252 and $1,914,590 for the NOTF and the Sierra Bonita Carbon Scrubber Facility sites respectively, for a grand total of $4,262,842. The City Engineer also recommends that the Board authorize progress payments to the contractor.

Program Review Committee (PRC)

CIP 7192 was approved by the PRC as an urgent necessity project for a total budget of $2,348,252 at its July 11, 2018 meeting.

CIP 7193 was approved by the PRC as an urgent necessity project for a total budget of $1,914,590 at its July 11, 2018 meeting.

Status of Funding

There is no impact to the General Fund. The total funding for these two projects is not-to-exceed $4,262,842. Funding for Fiscal Year 2018/19 in the amount of $866,000 is available in the Sewer Capital Fund, Fund No. 761, Department No. 50, Appropriation Unit Nos. 50RAHS and 50RAHG.

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*Wastewater Capital Improvement Program

However, funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations, will be determined by the Director of Sanitation or designee.

The contract contains a “Financial Liability Clause” which states that “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.”
Report reviewed by:
BOE (ADM and EED) and  
BOS (FMD)

Report prepared by:
Environmental Engineering Division

Michael J. Sarullo, PE
Division Manager
Phone No. (310) 648-6120

Statement as to Funds approved by:

Victoria A. Santiago, Director
Fund Ref. 761/50/50RAHS/$433,000
761/50/50RAHG/$433,000
TBD/Future/$1,915,252
TBD/Future/$1,481,590

Office of Accounting
Date: 9/14/18

Lisa B. Mowery, Chief Financial Officer
Bureau of Sanitation
Date: 8-20-18

MJS/DC/07-2018-0135.EED.ccl

Questions regarding this
report may be referred to:
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Respectfully submitted,

Gary Lee Moore, PE
City Engineer
Bureau of Engineering

Enrique C. Zaldivar, PE
Director and General Manager
Bureau of Sanitation