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
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)

TUESDAY, JULY 21, 2020

ANNUAL ELECTION OF OFFICERS

(2)

FISCAL YEAR 2020/2021 ANNUAL ELECTION OF OFFICERS

Election of Board of Public Works Officers
- President
- Vice President

BUREAU OF STREET SERVICES

BPW-2020-0459

(3)

CD ALL REvised Task order solicitation (tos) No. 32 - Psomas & Associates - Bureau-wide technology improvement strategies

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a revision for TOS No.32 to Psomas & Associates increasing the budget authority from $578,176 to $1,028,547, including contingency, for continued support services for implementing the Bureau-Wide Technology Improvement Strategies.

(W.O. M0015551, C-129662)
CD ALL REQUEST FOR PROPOSALS - FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation or designee to distribute and advertise the transmitted Request for Proposals for Fabrication and Installation of Full Capture Catch Basin Inserts and Curb Opening Screen Covers;

2. EVALUATE the proposals and SELECT the most qualified proposer(s) based on established rating criteria;

3. NEGOTIATE a contract(s) with the most qualified proposer(s); and

4. RETURN to the Board of Public Works for authority to award and execute the contract(s).

(W.O. S04WBMPR)

CD 5 STREET CLOSURE EXTENSION - METRO WESTSIDE PURPLE LINE EXTENSION PROJECT, SECTION 2 - CONSTELLATION BOULEVARD BETWEEN CENTURY PARK EAST AND AVENUE OF THE STARS

Recommending the Board:

1. FIND that the Board has reviewed and considered the information in the Metro Westside Purple Line Extension Project, Section 2 Draft Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (Transmittal No. 1) and the Project Final EIS/EIR (Transmittal No. 2);

2. FIND under the California Public Resources Code, Section 21166
and the California Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIS/EIR, there have been no changes with respect to the circumstances under which the temporary street closure being undertaken would require a subsequent EIR or supplemental EIR;

3. ADOPT the March 2012, Mitigation Monitoring and Reporting Program (MMRP) (Appendix I of the Final EIS/EIR) prepared by the Los Angeles County Metropolitan Transportation Authority (Metro), as it pertains to construction impacts;

4. FIND under CEQA Guidelines Section 15091 that changes have been incorporated into the project which substantially lessen the significant environmental effects as identified in the Final EIS/EIR. Further find that there is no feasible alternative or additional feasible mitigation measures within the Board's powers that would substantially lessen any significant effect the project would have on the environment;

5. ADOPT the attached CEQA Findings of Fact and Statement of Overriding Considerations (Transmittal No. 3) as it pertains to the temporary street closure and find that the economic, social, technological, and other benefits of the project outweigh its significant and unavoidable impacts;

6. ADOPT Westside Purple Line Extension Section 2 Post Notice of Determination - Extension of Temporary Full Closure of Constellation Boulevard for seven months (Transmittal No. 4);

7. SPECIFY that the Metro Transit Division of the Bureau of Engineering (BOE), located at 1149 South Broadway; the Board, located at 200 North Spring Street; and other relevant City of Los Angeles departments are custodians of the documents or other material which constitute the record of the proceedings upon which the Board's decision is based; and

8. APPROVE the request to extend the existing temporary closure of Constellation Boulevard between Century Park East and Avenue of the Stars for seven months, starting Friday, July 24, 2020 at 5:00 pm, and ending Tuesday, February 23, 2021 at 6:00 pm subject to the conditions identified within this report. (Transmittal No. 5).

(W.O. E1907871)
MOTION(S)

BPW-2020-0462 (6)

CD 15 CONTRACT TRANSFER - TERMINAL ISLAND WATER RECLAMATION PLANT ADVANCED WATER PURIFICATION FACILITY PHASE 2 MICRO-FILTRATION UNIT ADDITION

Recommending the Board:

1. EXECUTE the agreement, to transfer the contract for the above-named project from Evoqua Water Technologies Corporation to FilmTec Corporation.

(W.O. SZT11420, CIP 5259)

BPW-2020-0463 (7)

CD ALL PRE-QUALIFIED CONTRACTORS LIST EXTENSION - MUNICIPAL FACILITIES AND RELATED PROJECTS PRE-QUALIFIED CONTRACTORS LIST

Recommending the Board:

1. APPROVE the extension of the Municipal Facilities and Related Projects Pre-Qualified Contractors List for another five years and set the new expiration date as August 14, 2025.

BPW-2020-0464 (8)

CD 2 PILOT HOMELESS HOUSING PHASE II PROJECTS - MUNICIPAL FACILITIES AND RELATED PROJECTS PRE-QUALIFIED CONTRACTORS LIST

Recommending the Board:

1. AUTHORIZE the Bureau of Engineering to negotiate a price for construction for up to three pilot Homeless Housing Phase II projects in Council District No. 2, based on a qualification-based priority listing
of the contractors on the Pre-Qualified Contractors List for Municipal Facilities and Related Projects; and

2. RETURN to the Board to award up to three pilot Homeless Housing Phase II projects in Council District No. 2.

BPW - July 31, 2020

*** END ***
TUESDAY, JULY 21, 2020
FISCAL YEAR 2020/2021 ANNUAL ELECTION OF OFFICERS

Election of Board of Public Works Officers
- President
- Vice President
BPW Meeting - Item (3)

BPW-2020-0459

CD ALL

REVISED TASK ORDER SOLICITATION (TOS) NO. 32 - PSOMAS & ASSOCIATES - BUREAU-WIDE TECHNOLOGY IMPROVEMENT STRATEGIES

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a revision for TOS No.32 to Psomas & Associates increasing the budget authority from $578,176 to $1,028,547, including contingency, for continued support services for implementing the Bureau-Wide Technology Improvement Strategies.

(W.O. M0015551, C-129662)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSS_1</td>
</tr>
<tr>
<td>BSS_1_TR1</td>
</tr>
<tr>
<td>BSS_1_TR2</td>
</tr>
<tr>
<td>BSS_1_TR3</td>
</tr>
</tbody>
</table>
REVISE THE TASK FOR SOLICITATION NO. 32 TO PSOMAS & ASSOCIATES (PSOMAS), FOR THE BUREAU OF STREET SERVICES FOR THE SYSTEM DEVELOPMENT AND SUPPORT SERVICES PROJECT (WORK ORDER NO. M0015551, CONTRACT NO. C-129662)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

AUTHORIZE the City Engineer to issue a revision for Task Order Solicitation (TOS) No. 32 to Psomas & Associates increasing the budget authority from $578,176 to $1,028,547, including contingency, for continued support services for implementing the Bureau-Wide Technology Improvement Strategies.

TRANSMITTALS

1. Copy of Bureau of Street Services (BSS) Board Report, adopted on June 28, 2019, authorizing the issuance of the TOS No. 32 to Psomas & Associates.

2. Copy of Bureau of Street Services (BSS) Board Report No. 1, adopted on December 16, 2019, authorizing the previous revision of the task for TOS No. 32 to Psomas & Associates.

3. Copy of the continued professional services fee proposal submitted by Psomas, dated June 14, 2019.

DISCUSSION

Background
On June 26, 2017, the Board of Public Works (Board) approved the PQOC list of consultants to provide wastewater and environmental engineering services for various Public Works projects. The contract with Psomas was executed on July 12, 2017, and will expire on July 13, 2022. TOS 32 was executed on July 12, 2019 and was later revised on December 16, 2019 with a total budget authority of $578,176. (Transmittal Nos. 1 & 2).

The TOS is part of StreetsLA's multi-year modernization initiatives in response to the unprecedented investments in our street network in the coming years. These initiatives will serve as a road map to assist StreetsLA in meeting its overarching objectives to effectively plan and implement safe, accessible, and sustainable streets.
Task 1-3 of TOS No. 32 was to assess and recommend a Record Management System, Asset Inventory, and Geographic Information Systems. As a result StreetsLA developed comprehensive technology strategies to organize to help improve work efficiency and increase data-driven decisions. With these strategies, StreetsLA has identified the need for additional services in order to help realize StreetsLA’s Imagined modernized future.

Toward that end, StreetsLA proposes to retain Psomas and PMCS Group, Inc (subconsultant) to provide support services to realize StreetsLA technology objectives. These services include implementation activities related to technology and data governance, architecture, Geographic Information System, Records Management System, Computerized Maintenance Management System, and other systems integration.

Psomas and PMCS Group, Inc (subconsultant) are the best suited for continued support given that they have spent the past year analyzing StreetsLA’s workflows, interviewing all management and Sr Staff, providing guidance technologies requirements, and generally becoming intimately knowledgeable with our StreetsLA’s operational needs. Solicitation for a new consultant would require a very high learning curve which would be very inefficient. This will also result in a favorable increase in the WBE, EBE, SBE subconsultant participation. It is anticipated that the services will be necessary for a period of one year, at which time the implementation of the Bureau-wide Technology Improvement Strategies should be completed.

The fee proposal for the continued services was prepared and submitted by Psomas on June 19, 2019 (Transmittal No. 2) and summarized in the table below:

<table>
<thead>
<tr>
<th>Service Provider</th>
<th>Proposed Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psomas Advisor (Prime)</td>
<td>$158,760</td>
</tr>
<tr>
<td>Project Scheduler (Sub-Consultant: PMCS)</td>
<td>$250,668</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$409,428</td>
</tr>
<tr>
<td>Contingency</td>
<td>$40,943</td>
</tr>
<tr>
<td>Total</td>
<td>$450,371</td>
</tr>
</tbody>
</table>

**Business Inclusion Program (BIP)**

This Contract is subject to the BIP outreach requirements. Therefore, the City has established anticipated participation levels (APL) of 18 percent minority-owned (MBE), 4 percent women-owned (WBE), 25 percent small (SBE), 8 percent emerging (EBE) and 3 percent veteran-owned (DVBE) business enterprises. Psomas & Associates have complied with the BIP requirements and have pledged 6 percent MBE, 47 percent WBE, 47 percent SBE, 47 percent EBE, 6 percent DVBE, and 0 percent OBE participation levels for this Contract.
For the revised task, the following MBE, WBE, SBE, EBE, DVBE, and OBE firms are proposed to be utilized by the Consultant:

Gender/Ethnicity Codes:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>African American</td>
</tr>
<tr>
<td>APA</td>
<td>Asian Pacific American</td>
</tr>
<tr>
<td>NA</td>
<td>Native American</td>
</tr>
<tr>
<td>M</td>
<td>Male</td>
</tr>
<tr>
<td>HA</td>
<td>Hispanic American</td>
</tr>
<tr>
<td>SAA</td>
<td>Subcontinent Asian American</td>
</tr>
<tr>
<td>C</td>
<td>Caucasian</td>
</tr>
<tr>
<td>F</td>
<td>Female</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>Gender/ Ethnicity</th>
<th>MBE/WBE/ SBE/EBE/ DVBE/OBE</th>
<th>% of Base Task</th>
<th>Task Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMCS Group, Inc.</td>
<td>F/C</td>
<td>WBE, EBE, SBE</td>
<td>47%</td>
<td>$441,143</td>
</tr>
<tr>
<td>Sam Scully Staffing, Inc.</td>
<td>F/AA</td>
<td>MBE, DVBE</td>
<td>6%</td>
<td>$61,520</td>
</tr>
</tbody>
</table>

Subtotal Subconsultant Participation | 53% | $502,663
Prime Participation | 47% | $432,380
Revised Base Task | 100% | $935,043
Contingency | - | $93,504
Total Revised Task Budget Authority | 100% | $1,028,547

The following is a summary of the subconsultant utilization pledged by the Consultant by business enterprise:

<table>
<thead>
<tr>
<th>Pledged</th>
<th>MBE</th>
<th>WBE</th>
<th>SBE</th>
<th>EBE</th>
<th>DVBE</th>
<th>OBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Base Task</td>
<td>6%</td>
<td>47%</td>
<td>47%</td>
<td>47%</td>
<td>6%</td>
<td>0%</td>
</tr>
<tr>
<td>$ Amount</td>
<td>$61,520</td>
<td>$441,143</td>
<td>$441,143</td>
<td>$441,143</td>
<td>$61,520</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Contractor Performance Evaluation**

In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the
Bureau of Contract Administration, Special Research & Investigation Section upon termination of the contract.

STATUS OF FUNDING

The funding for this project in the amount of $450,371 comes from the General Fund, Fund No. 100, Department No. 86, Appropriation Unit No. 003040.

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:
BSS (KDM)

Report prepared by:
Advance Planning

Kevin Minne
Senior Civil Engineer
Phone No. (213) 595-2911

Statement as to funds approved by:
Miguel De La Peña, Director
Office of Accounting
Fund 100/86/003040-$450,371
Date: 07/13/2020

Questions regarding this report may be referred to:
Kevin Minne, Senior Civil Engineer
Phone No. (213) 595-2911
E-mail: kevin.minne@lacity.org

Form Revised: April 2020
REQUEST FOR AUTHORITY TO ISSUE THE TASK FOR SOLICITATION (TOS) NO. 32 TO PSOMAS & ASSOCIATES (PSOMAS), CONTRACT NO. C-129662, FROM THE PRE-QUALIFIED ON-CALL (PQOC) WASTEWATER AND ENVIRONMENTAL ENGINEERING SERVICES CONSULTANTS LIST TO PROVIDE CONSULTING SERVICES FOR THE BUREAU OF STREET SERVICES' (STREETSLA) "SYSTEMS DEVELOPMENT AND SUPPORT SERVICES" - WORK ORDER NO. M0015551

RECOMMENDATION

Authorize the City Engineer to issue the Task to Psomas, Contract No. C129662, from the PQOC Wastewater and Environmental Engineering Services Consultants List to provide Consulting Services for StreetsLA Systems Development and Support Services, as stated in TOS No. 32 (Transmittal 1), with a budget authority of $303,176 including contingency.

TRANSMITTAL

1. Copy of TOS No. 32 entitled "Systems Development and Support Services."

DISCUSSION

Background
On June 26, 2017, the Board of Public Works (Board) approved the PQOC list of consultants to provide wastewater and environmental engineering services for various Public Works projects. The contract with Psomas was executed on July 12, 2017, and will expire on July 13, 2022. StreetsLA is proposing to utilize the PQOC list to issue TOS 32.

This TOS is part of StreetsLA's proposed multi-year modernization initiatives in response to the unprecedented investments in our street network in the coming years. These initiatives will serve as a road map to assist StreetsLA in meeting its overarching objectives to effectively plan and implement safe, accessible, and sustainable streets.

Toward that end, StreetsLA is proposing a synergistic collaborative effort between industry experts consultants and in-house staff to prepare a framework to assess and implement essential systems required for preserving, protecting, maintaining, and renewing the street network, and urban forest.
This project is estimated to be completed within two (2) years.

**TOS Description**

StreetsLA proposes to bring in experienced professionals to advance its overarching objectives by performing the following tasks:

**Task 1:** Assess the Records Management procedure and recommend a records management system that can receive, store, record, retrieve, disseminate, and track all records/documents handled by the Bureau.

**Task 2:** Assess Asset Inventory and recommend the best in class market solutions and recommend the most appropriate choice for StreetsLA.

**Task 3:** Assess current system use and recommend appropriate GIS functionalities and capabilities across the Bureau and other relevant agencies.

**Task 4:** Assess the current project scheduling protocol and recommend best-in-class roadway infrastructure scheduling solutions specifically for StreetsLA’s unique construction method.

**Task 5:** Based on the findings, assist the staff in developing a request for proposal (RFP) for systems described in Task 1, 2, and 4.

Through these Tasks, StreetsLA aims to leverage data and technologies to improve multiple facets of StreetsLA’s function.

**Summary of Selection and Negotiations**

The TOS was issued to all firms on the PQOC Consultant list on February 19, 2019. Task proposals were received on April 19, 2019 from CH2M Hill Engineering, Inc. (Now Jacobs Engineering Group, Inc.), Tetra Tech, Inc., MARRS Services, Inc., and Psomas. The proposals were evaluated in accordance with the selection criteria below.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm's relevant experiences as described in the TOS.</td>
<td>40%</td>
</tr>
<tr>
<td>Capability of the firm to provide the Scope of Services as demonstrated by the proposal.</td>
<td>20%</td>
</tr>
<tr>
<td>The value offered to the City considering cost in comparison to capabilities and experience of the project team.</td>
<td>20%</td>
</tr>
<tr>
<td>Demonstration of the ability to meet deadlines as set forth in the Task Order Solicitation.</td>
<td>20%</td>
</tr>
</tbody>
</table>
Through the selection process, the firms were evaluated by staff and Psomas was selected. Psomas demonstrated that they have a thorough understanding of the scope, have the qualification and experienced team members, a good understanding of City procedures and practices, and provide a good value to the City. Documentation supporting the selection process of the consultant as well as the record of the negotiations is included in the project file.

**Business Inclusion Program (BIP)**

This Task will be subject to the BIP outreach requirements. The City has set anticipated participation levels (APL) of 18 percent minority-owned (MBE), 4 percent women-owned (WBE), 25 percent small (SBE), 8 percent emerging (EBE), and 3 percent disabled veteran-owned (DVBE) business enterprises. For this Task, the Consultant is pledging an MBE participation level of 22 percent, a WBE participation level of 9 percent, an SBE participation level of 9 percent, an EBE participation level of 9 percent, and a DVBE participation level of 22 percent.

Due to unique experience and expertise required to deliver the Task successfully, the firm not able to meet all of the APL requirements. The firm committed to making up the deviation on future Tasks.

On this particular Task, the following MBE, WBE, SBE, EBE, DVBE, and OBE firms are proposed to be utilized by the Consultant:

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
The following is a summary of the subconsultant utilization pledged by the Consultant by business enterprise:

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>Gender/ Ethnicity</th>
<th>MBE/WBE/ SBE/ EBE/ DVBE/OBE</th>
<th>% of Base Task</th>
<th>Task Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMCS Group, Inc.</td>
<td>F/C</td>
<td>WBE, EBE, SBE</td>
<td>9%</td>
<td>$23,972</td>
</tr>
<tr>
<td>Sam Scully Staffing, Inc.</td>
<td>F/AA</td>
<td>MBE, WBE, DVBE</td>
<td>22%</td>
<td>$61,520</td>
</tr>
<tr>
<td><strong>Subtotal Subconsultant Participation</strong></td>
<td></td>
<td></td>
<td>31%</td>
<td>$85,492</td>
</tr>
<tr>
<td>Prime Participation</td>
<td></td>
<td></td>
<td>69%</td>
<td>$190,123</td>
</tr>
<tr>
<td><strong>Initial Base Task</strong></td>
<td></td>
<td></td>
<td>100%</td>
<td>$276,615</td>
</tr>
<tr>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td>$27,661</td>
</tr>
<tr>
<td><strong>Total Task Budget Authority</strong></td>
<td></td>
<td></td>
<td></td>
<td>$303,176</td>
</tr>
</tbody>
</table>

Contractor Performance Evaluation

In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research and Investigation Section upon termination of the contract.

Status of Funding

The total budget for this project is not-to-exceed $303,176. Funds in this amount are available in the General Fund No. 100, Department 86, Appropriation Unit No. 003040.

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 to the extent of such appropriation, subject to the terms and conditions of the contract.
Report reviewed by:
BSS (CMG)
Report prepared by:
Bureau of Street Services,
Engineering Services Division
Al Bazzi
Principal Civil Engineer
Phone No. (213) 847-0962

Statement as to Funds approved by:
Victoria A. Santiago, Director
Office of Accounting
Date: 6-21-19
Funk 100186/003040-# 303176

Questions regarding this
report may be referred to:
Sunil Rajpal, Senior Civil Engineer
Phone No. 213-847-0870
E-mail: Sunil.Rajpal@lacity.org

Form Revised: 06/09/15
Department of Public Works

Bureau of Street Services
Report No. 1

Date: December 16, 2019
CD Nos. All

REQUEST FOR AUTHORITY TO REVISE TASK ORDER SOLICITATION (TOS) NO. 32 TO PSOMAS & ASSOCIATES (PSOMAS), CONTRACT NO. C-129662, FOR THE BUREAU OF STREET SERVICES’ (STREETSLA) “SYSTEM DEVELOPMENT AND SUPPORT SERVICES” - WORK ORDER NO. M0015551

RECOMMENDATION

Authorize the City Engineer to issue a revision of TOS No. 32, increasing the budget authority from $303,176 to $578,176 including contingency, for business process workflows and a full-time project scheduler.

TRANSMITTAL

1. Copy of Bureau of Street Services (StreetsLA) Board Report, adopted on June 28, 2019 authorizing the issuance of the TOS No. 32 to Psomas.

2. Copy of professional services fee proposal submitted by Psomas, dated October 22, 2019.

3. Copy of email from former Commissioner Cecilia Cabello’s approval to hire a scheduler, dated September 18, 2019.

DISCUSSION

Background
On February 19, 2019, TOS No. 32 was issued to all Pre-Qualified On-Call (PQOC) Wastewater and Environmental Engineering consultants. On June 28, 2019, the Board of Public Works (Board) approved the issuance of TOS No. 32 to Psomas with a budget authority of $303,176 (Transmittal No. 1).

This TOS is part of StreetsLA’s multi-year modernization initiatives in response to the unprecedented investments in our street network in the coming years. These initiatives will serve as a road map to assist StreetsLA in meeting its overarching objectives to effectively plan and implement safe, accessible, and sustainable streets.

Task 4 of TOS No. 32 was to assess and recommend a proper project scheduling protocol for the Bureau. StreetsLA has since identified the need for additional services in order to achieve the Bureau’s goal of a best-in-class scheduling solution. These services include performing Business Process Modeling (BPM), data flow process and
Department of Public Works  
Bureau of Street Services  
Report No.1

Date: December 16, 2019  
Page 2

reporting. These additional services will provide crucial information to support a full-time scheduler in the implementation of a centralized scheduling system. The scheduler is expected to be onsite until June 30, 2020. It is beneficial to retain Psomas to provide BPM modeling services and provide support for data flow mapping and establishment of reporting and dashboard tools based on their current involvement and knowledge of the Bureau’s scheduling protocol. It is also beneficial to retain PMCS Group, Inc., a sub-consultant for Psomas, to provide scheduling services based on their experience in project scheduling. This will also result in a favorable increase in the WBE, EBE, SBE subconsultant participation.

On September 18, 2019, former Commissioner Cecilia Cabello provided email approval to hire the scheduler, pending approval of this Board Report (Transmittal No. 3).

The fee proposal was prepared and submitted by Psomas for the changes in the scope of work for Task 4 on October 22, 2019 (Transmittal No. 2) and summarized in the table below:

<table>
<thead>
<tr>
<th>Task</th>
<th>TOS 32</th>
<th>Proposed Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Project Scheduler (30 Weeks Additional)</td>
<td>$166,500</td>
<td></td>
</tr>
<tr>
<td>4.2 Business Process Modeling</td>
<td>$48,500</td>
<td></td>
</tr>
<tr>
<td>4.3 Scheduling Data Reporting</td>
<td>$35,000</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>$250,000</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$275,000</td>
<td></td>
</tr>
</tbody>
</table>

*TOS Description*

Below is a summary of the additional scope of work for Task 4 as specified in the professional services fee proposal:

Task 4: Perform services to support and enhance work management processes through BPM, data flow process and reporting, and providing an onsite scheduler through June 30, 2020.

*Business Inclusion Program (BIP)*

TOS No. 32 will be subject to the BIP outreach requirements. The City has set anticipated participation levels (APL) of 18 percent minority-owned (MBE), 4 percent women-owned (WBE), 25 percent small (SBE), 8 percent emerging (EBE), and 3 percent disabled veteran-owned (DVBE) business enterprises. TOS No. 32, the Consultant is pledging an MBE participation level of 12 percent, a WBE participation
level of 36 percent, an SBE participation level of 36 percent, an EBE participation level of 36 percent, and a DVBE participation level of 12 percent.

On this particular TOS, the following MBE, WBE, SBE, EBE, DVBE, and OBE firms are proposed to be utilized by the Consultant:

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>Subconsultants</th>
<th>Gender/Ethnicity</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>% of Base Task</th>
<th>Task Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMCS Group, Inc.</td>
<td>F/C</td>
<td>WBE, EBE, SBE</td>
<td>36%</td>
<td>$190,472</td>
</tr>
<tr>
<td>Sam Scully Staffing, Inc.</td>
<td>F/AA</td>
<td>MBE, DVBE</td>
<td>12%</td>
<td>$61,520</td>
</tr>
</tbody>
</table>

Subtotal Subconsultant Participation 48% $251,992
Prime Participation 52% $273,623
Initial Base Task 100% $525,615
Contingency $52,561
Total Task Budget Authority $578,176

The following is a summary of the subconsultant utilization pledged by the Consultant by business enterprise:

<table>
<thead>
<tr>
<th>Total Subconsultant Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pledged</td>
</tr>
<tr>
<td>MBE</td>
</tr>
<tr>
<td>% of Base Task</td>
</tr>
<tr>
<td>$ Amount</td>
</tr>
</tbody>
</table>

Contractor Performance Evaluation
In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the
Department of Public Works
Bureau of Street Services
Report No.1

Date: December 16, 2019
Page 4

Bureau of Contract Administration, Special Research and Investigation Section upon termination of the contract.

STATUS OF FUNDING

Funds for the additional services in the amount of $275,000 are available in the General Fund No. 100, Department 86, Appropriation Unit No. 003040.

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 to the extent of such appropriation, subject to the terms and conditions of the contract.

Report reviewed by:
BSS (CMG)

Report prepared by:
Bureau of Street Services
Engineering Services Division
Al Bazzi
Principal Civil Engineer
Phone No. (213) 847-0962

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
Fund 100/86/003040-$275,000
Date: 12/2/2019

Questions regarding this report may be referred to:
Sunil Rajpal, Senior Civil Engineer
Phone No. 213-847-0870
E-mail: Sunil.Rajpal@lacity.org

Form Revised: 06/09/15

Respectfully submitted,

Adel H. Hagekhalil, P.E.
Executive Director and General Manager
Bureau of Street Services
June 30, 2020

Dominic Buenaventura, P.E.
Civil Engineer | Engineering Services Division
Department of Public Works | StreetsLA
1149 S Broadway 4th Floor, Los Angeles, CA 90015

Re: TOS32 Extension

Dear Dominic:

Thank you for the opportunity to provide a service estimate for a Project Scheduler and Psomas advisory consulting services associated with TOS32. I understand the financial challenges the City if facing. The following fee estimates are based on hourly billing rates that allow the City to reduce consulting hours as needed. Moreover, the existing billing rates are held from the 2019 period.

As appropriate, the City may choose to set the number of hours requested for the services.

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
<th>Average Monthly Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eduardo De La Rosa, Scheuler</td>
<td>1800</td>
<td>$139.26</td>
<td>$250,668.00</td>
<td>150</td>
</tr>
<tr>
<td>Craig Gooch, Senior Consultant</td>
<td>648</td>
<td>$245.00</td>
<td>$158,760.00</td>
<td>54</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$409,428.00</strong></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td></td>
<td></td>
<td><strong>$40,942.80</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$450,370.80</strong></td>
<td></td>
</tr>
</tbody>
</table>

Please let me know if you would like to discuss further.

Sincerely,

Craig H. Gooch
Vice President

cc: Marcia Carrillo
REQUEST FOR PROPOSALS - FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation or designee to distribute and advertise the transmitted Request for Proposals for Fabrication and Installation of Full Capture Catch Basin Inserts and Curb Opening Screen Covers;

2. EVALUATE the proposals and SELECT the most qualified proposer(s) based on established rating criteria;

3. NEGOTIATE a contract(s) with the most qualified proposer(s); and

4. RETURN to the Board of Public Works for authority to award and execute the contract(s).

(W.O. S04WBMPR)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOS + BCA 1</td>
</tr>
<tr>
<td>BOS + BCA 1 TR 1</td>
</tr>
</tbody>
</table>
CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE CONTRACT(S) FOR FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS (W.O. S04WBMPR)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) or designee to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for Fabrication and Installation of Full Capture Catch Basin Inserts and Curb Opening Screen Covers.
2. Evaluate the proposals and select the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTAL

1. Copy of the RFP for fabrication and installation of full capture Catch Basin (CB) inserts and curb opening screen covers.

DISCUSSION

Request for Proposals (RFP)

This RFP is a solicitation for proposals from experienced contractors for the fabrication and installation of catch basin inserts and curb opening screen covers in approximately 2,000 catch basins in various watersheds throughout the City of Los Angeles on an annual basis.

Background

The City of Los Angeles (City) is mandated by the Los Angeles Regional Water Quality Control Board’s Total Maximum Daily Load (TMDL) regulatory requirements to reduce the trash in the Los Angeles River, Ballona Creek, Machado Lake, Dominguez Channel, and Santa Monica Bay watersheds.

A trash reduction of 10% per year at each of the watersheds is required until full compliance is
achieved and subsequently maintained. The City has determined that it is essential to install and/or replace approximately 2,000 catch basin (CB) inserts and/or curb opening screen covers in the various watersheds of the City to meet Trash TMDL compliance requirements on an annual basis.

A CB insert has been acknowledged by the State of California to be a full capture device that provides full compliance status. The CB insert is a mesh screen having perforations of 5 millimeters (cigarette butt size), and can retain trash transported by a 1-year, 1-hour storm event. This screen can impede all trash greater than 5 millimeters from entering the mainline storm drain during dry weather periods and minor wet weather events. The curb opening screen cover is a partial capture system that prevents trash larger than three-quarters of an inch from entering the catch basin during the dry season and small storms but retracts during large storms to prevent localized ponding.

The successful proposer(s) would provide, supply, fabricate, construct, deliver and install these CB inserts and/or curb opening screen covers in City-owned catch basins throughout City locations.

Proposed Term of Contract
The contract(s) will be for a term of five years with one, 2-year renewal option.

Rationale for Using an RFP
The RFP process is being used to solicit the best available services at the most competitive price.

Selection Process and Evaluation Criteria
The proposal review committee consisting of LASAN staff will evaluate and rate all proposals. Based upon the evaluation panel’s final report, LASAN will submit a report to the Board, requesting authority to award and execute a contract with the selected Proposer(s). The proposed Contract(s) will then be submitted to the Board, and the Mayor for approval.

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 1 in Transmittals for more detail):

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Record of Past Performance</td>
<td>51%</td>
</tr>
<tr>
<td>Past record of performance as determined from all available sources, including, but not limited to, factors such as fabrication and installation of BMP (Best Management Practice) devices, compensation of staff, quality of work, cost control, record keeping, past references, and adherence to project schedules.</td>
<td></td>
</tr>
</tbody>
</table>
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JULY 31, 2020

Page 3

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Competence</td>
<td></td>
</tr>
<tr>
<td>Technical competence to perform the work described in Articles 2 and 3 of the RFP,</td>
<td>14%</td>
</tr>
<tr>
<td>including, but not limited to, factors such as experience of the organization, its</td>
<td></td>
</tr>
<tr>
<td>key personnel and the familiarity with similar projects.</td>
<td></td>
</tr>
<tr>
<td>Proposed Project and Approach to Work</td>
<td>10%</td>
</tr>
<tr>
<td>The proposed project addresses the scope of work in Articles 2 and 3 of the RFP,</td>
<td></td>
</tr>
<tr>
<td>including, but not limited to, factors such as the proposed BMP devices, the scope</td>
<td></td>
</tr>
<tr>
<td>of work with tasks and subtasks, and the use of established methodologies. Factors</td>
<td></td>
</tr>
<tr>
<td>for consideration under the approach to work include but are not limited to, project</td>
<td></td>
</tr>
<tr>
<td>management and coordination, and the size and availability of staff to perform the</td>
<td></td>
</tr>
<tr>
<td>work on schedule.</td>
<td></td>
</tr>
<tr>
<td>Cost and Budget Control</td>
<td>15%</td>
</tr>
<tr>
<td>Overall capability for accomplishing the work at a reasonable cost, including, but</td>
<td></td>
</tr>
<tr>
<td>not limited to, factors such as cost estimates for providing BMP devices, cost control</td>
<td></td>
</tr>
<tr>
<td>procedures, overhead rates and indirect costs.</td>
<td></td>
</tr>
<tr>
<td>Overall Proposal Responsiveness</td>
<td>10%</td>
</tr>
<tr>
<td>Proposals will be evaluated on the Proposer’s overall responsiveness to the requests</td>
<td></td>
</tr>
<tr>
<td>of this RFP.</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

World Wide Web
The RFP will be posted on the City’s World Wide Web site in compliance with City Council
motion 95-1060S2. It will be available for download on www.labavn.org.

Notification of Intent to Contract
The Notification of Intent to Contract (NOI) was filed with the CAO Clearinghouse on February
27, 2019.

Charter Section 1022
The CAO made a Charter 1022 determination on May 10, 2019 and concluded that there was
an insufficient number of City staff to perform these services.
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 of Los Angeles to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants an equal opportunity to participate in the performance of City Contracts. This RFP is subject to the BIP Outreach Requirements included in Appendix D-6 of the RFP. Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City’s Business Assistance Virtual Network (BAVN) system at www.labavn.org. Failure to comply with the City’s BIP Outreach requirements will render the RFP response non-responsive.

For this RFP, the City has set anticipated participation levels of 9 percent MBE, 4 percent WBE, 2 percent SBE, 2 percent EBE, and 2 percent DVBE based on the potential scopes of work which may be subcontracted.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). Schedule A must be submitted with the Proposer’s RFP response. Failure to submit the Schedule A with the Proposer’s RFP response will render the RFP response non-responsive. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Compliance with Board RFP Policy
As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Policies and Requirements
The proposers shall be required to comply with the City’s requirements including the following:

- Equal Benefits Ordinance
- Worker Retention Ordinance
- Living Wage Ordinance
- Prevailing Wage and Apprenticeship Requirements
- Slavery Disclosure Ordinance
- Contractors’ User of Criminal History for Consideration of Employment Applications
- First Source Hiring Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
Local Business Preference (LBP) Program
All 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 subconsultants 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 subconsultants.

Contractor Responsibility Ordinance
All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles’ Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer’s contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Peak Hour Construction and Right-Of-Way Obstruction Regulations
All contractors are to comply with the requirements specified in the Los Angeles Municipal Code (L.A.M.C.) Section 62.61 related to peak hour traffic restrictions, unless an Exemption from the Peak Traffic Hours Prohibition is approved.

Contract Administration
Responsibility for the administration and management of this contract will rest with the Watershed Protection Division, LASAN.

Cost Estimate of Contract
The cost ceiling for the contract shall not exceed a maximum of $12,000,000 for the full seven (7) year term (5-year contract with one (1), 2-year renewal option) of the contract.
FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on www.labavn.org.

A review committee will evaluate the proposals. The most qualified proposer(s) who submitted the best proposal(s) in response to the RFP will be interviewed, ranked, and selected. The LASAN will then negotiate a personal services contract with the highest rated firm(s) to provide the required services. Subsequent to the negotiation of the contract(s), LASAN will request the Board for the authority to award and execute a contract(s) with the selected proposer(s).

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

This contract was approved by PRD on December 5th, 2018 in the amount of $12,000,000.

STATUS OF FINANCING

No funding is required at this time. The project is eligible for funding from the Measure W Local Return Fund No. 60W. Specific funding information will be provided at the time of project award.
Respectfully Submitted,

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

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

LYNDA MCCLEIN, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

REVIEWED AND APPROVED BY:

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

Prepared by:
Alfredo Magallanes, WPD
(213) 485-3958
Request for Proposals

For

FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
Enrique Zaldivar, Director
Shahram Kharaghani, Division Manager
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION

Request for Proposals for
FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS
AND CURB OPENING SCREEN COVERS

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS for the City of Los Angeles, Department of Public Works, Bureau of Sanitation (LASAN). 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 of Los Angeles (City) and the selected Proposer(s).

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

DATE: November 17, 2020
TIME: 9:30 AM Pacific Standard Time (PST)
LOCATION: Bureau of Sanitation Public Works Building
           1149 S. Broadway, 10th Flr Conference Room C
           Los Angeles, CA 90015

This Pre-proposal conference is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal conference meeting will result in the Contractor’s proposal being deemed non-responsive and disqualified from being able to submit a proposal for this RFP.

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 Proposers submitting questions will not 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 of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing, and submit proposals, to:

Alfredo Magallanes
City of Los Angeles
Bureau of Sanitation
Questions regarding any of the attachments should be directed to the office specified in the attachment.

An original and 3 copies (total of 4 sets) of all materials must be received by **4:00 PM PST** on the Proposal due date.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and will 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.

Performance of a BIP (Business Inclusion Program) outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org. All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

**The RFP, attachments and addenda will be posted on www.labavn.org.**
# TABLE OF CONTENTS

## ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings and Construction of Provisions and Titles Herein  

1.2 Definitions  

1.3 Introduction  

1.3.1 Background  

1.3.2 RFP Objectives  

## ARTICLE 2 – SCOPE OF SERVICES

2.1 General  

2.2 Preliminary Catch Basin Measurement  

2.3 Preliminary Catch Basin Inspection  

2.4 Ancillary Equipment and Services  

2.5 Project Requirements  

2.5.1 Inspection of Work  

2.5.2 Working Hours and Holidays  

2.5.3 Traffic Control  

2.5.4 Safety Plan  

2.5.5 Contractor State License Requirements  

2.5.6 Duration  

2.5.7 Liquidated Damages for Late Installation  

2.5.8 Submittals Following Contract Award  

2.5.9 Engineering Drawings  

2.5.10 Permits For Performance of the Work  

2.6 Insert and Screen Covers Installation Optimization  

2.7 Technical Manuals  

2.8 Titles in Work Products  

2.9 Intellectual Property Rights Warranties and Indemnifications  

2.10 Removal and Cleanup of Work Locations  

## ARTICLE 3 – GENERAL CONTRACTUAL REQUIREMENTS

3.1 RELATED WORK SPECIFIED ELSEWHERE  

3.2 EXISTING IMPROVEMENTS  

3.3 INTENTIONALLY LEFT BLANK  

3.4 INTENTIONALLY LEFT BLANK  

3.5 INTENTIONALLY LEFT BLANK
3.6 Materials for catch basin insert 19
3.7 Applications for catch basin insert 20
3.8 Materials for Catch Basin Curb Opening Screen Covers 21
3.9 Applications for catch basin curb opening screen covers 23

ARTICLE 4 – GENERAL REQUIREMENTS FOR RESPONDING TO RFP 26
4.1 Submission Deadline and Address 26
4.2 Proposal Presentation 27
4.3 Number of Copies 27
4.4 Signature and Authority 27
4.5 Pre-Proposal Meeting 28
4.6 Questions Regarding the RFP 28
4.7 Confidential Information 29
4.8 RFP Items Not Covered 29
4.9 Proposal Cost and Ownership 30
4.10 Proposal Format 30
4.10.1 Title Page 30
4.10.2 Table of Contents 30
4.10.3 Executive Summary 30
4.10.4 General Company and Staff Information 31
4.10.5 Statement of Qualifications 31
4.10.6 Project Proposal 31
4.10.7 Contractually Required Information 32
4.10.8 Portfolio of Past Work 32

ARTICLE 5 - SELECTION AND CONTRACT AWARD PROCESS 32
5.1 Proposal Evaluation 32
5.2 Proposal Criteria 32

EVALUATION CRITERIA 33
Record of Past Performance 33

ARTICLE 6 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS 34

ARTICLE 7 - BUSINESS ARRANGEMENTS 34
7.1 Entire Agreement 34
7.2 Waiver 34
7.3 Term of Proposed Agreement 35
7.4 Performance Guarantees 35
7.5 Performance Bond
7.6 Liability of Selected Proposer
7.7 Key Personnel
7.8 Contractor Personnel
7.9 Subcontracts
7.10 City Limited to Obligation of Present Appropriation
7.11 Cost Ceiling
7.12 Compensation
7.13 Costs Incurred Prior to Full Execution of the Proposed Agreement
7.14 Invoice Procedures
  7.14.2 Invoice Submittal Deadline
  7.14.3 Invoice Approval and Processing
  7.14.4 Discount
  7.14.5 Late Charges
  7.14.6 Disputes
  7.14.7 False Claims Act
7.15 Maintenance of Records
7.16 Changes or Modifications
7.17 Termination
7.18 Indemnification
7.19 Claims for Labor and Materials
7.20 Independent Contractor
7.21 Ownership and License
7.22 Successors and Assigns
7.23 Force Majeure
7.24 Severability
7.25 Disputes
7.26 Applicable Law, Interpretation, and Enforcement
7.27 Breach
7.28 Rights Reserved by the City
7.29 Acceptance of Terms and Conditions
7.30 Prohibition against Assignments or Delegation

ARTICLE 8 - CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)
  8.1 Insurance Requirements
8.2 Business Tax Registration Certificate Requirement
8.3 Non-Collusion
8.4 Los Angeles Residence Information
8.5 Contract History
8.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action
8.7 Business Inclusion Program (BIP) Outreach Requirements
8.8 Worker Retention Ordinance/Living Wage Ordinance
8.9 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)
8.10 Contractor Responsibility Ordinance
8.11 Slavery Disclosure Ordinance
8.12 Municipal Lobbying Ordinance
8.13 Child Support Ordinance
8.14 Americans with Disabilities Act
8.15 Conflict of Interest
8.16 Contract Bidder Campaign Contribution and Fundraising Restrictions
8.17 Contractor Performance Evaluation Ordinance
8.18 Local Business Preference (LBP) Program
8.19 Iran Contracting Act of 2010
8.20 City Contractor’s Use of Criminal History for Consideration of Employment
8.21 Disclosure of Border Wall Contracting
8.22 Prevailing Wage on Public Works Projects

APPENDIX
ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings and Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this AGREEMENT have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. With respect to the CONTRACTOR herein, unless expressly stated otherwise, their obligation and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.2 Definitions

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

AGREEMENT/CONTRACT The contractual agreement between the CITY and the selected Proposer

BOARD The Board of Public Works of the City of Los Angeles

CALENDAR DAY Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight

CITY 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.

CITY PROJECT MANAGER The CITY’S designated representative for all issues related to this CONTRACT.

CITY INSPECTOR The designated representative of the Inspector of Public Works’ Bureau of Contract Administration who shall have authority over the work to enforce compliance with all requirements and specifications of this contract.

CLAMMS City of Los Angeles Maintenance Management Systems asset number

CONTRACTOR/ The PROPOSER(S) selected by the CITY through the
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONSULTANT</td>
<td>evaluation process to perform the required WORK and who executes the AGREEMENT with the CITY.</td>
</tr>
<tr>
<td>CONTRACT</td>
<td></td>
</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>The CONTRACTOR’S designated representative for all issues related to the CONTRACT.</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>
<tr>
<td>LASAN</td>
<td>The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles.</td>
</tr>
<tr>
<td>MAJOR STREET</td>
<td>An arterial street usually with intersections at-grade and direct access to abutting property, on which geometric design and traffic control measures are used to expedite the safe movement of through traffic</td>
</tr>
<tr>
<td>PROPOSAL</td>
<td>The plan by the PROPOSER in response to the RFP for THE FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN INSERTS AND CURB OPENING SCREEN COVERS</td>
</tr>
<tr>
<td>PROPOSER</td>
<td>A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for FOR THE FABRICATION AND INSTALLATION OF FULL CAPTURE CATCH BASIN (CB) INSERTS AND CURB OPENING SCREEN COVERS</td>
</tr>
<tr>
<td>RFP</td>
<td>This Request for Proposals</td>
</tr>
<tr>
<td>SUBCONTRACTOR</td>
<td>Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.</td>
</tr>
<tr>
<td>TASK ORDER</td>
<td>The TASK ORDER will be the method that the CITY PROJECT MANAGER will request work from the resultant contract awarded to the PROPOSER(S). Quantities and dollar value amount may vary for each TASK ORDER.</td>
</tr>
<tr>
<td>TMDL</td>
<td>Total Maximum Daily Load</td>
</tr>
</tbody>
</table>
WORK  The services, including labor and material, provided by a CONTRACTOR to provide, supply, fabricate, construct, deliver and install full capture catch basin inserts and/or curb opening screen covers throughout the City of Los Angeles.

1.3 Introduction

1.3.1 Background

The CITY is mandated by the Los Angeles Regional Water Quality Control Board’s (LARWQCB) TMDL regulatory requirements to reduce the trash in the Los Angeles River, Ballona Creek, Machado Lake, and Santa Monica Bay watersheds. A trash reduction of 10% per year is mandated until full compliance is met and maintained for full regulatory compliance. The CITY has determined that installation of approximately 2,000 catch basin inserts and/or curb opening screen covers in the various watersheds of the CITY is essential to meet TMDL compliance requirements and to maintain that compliance on an annual basis.

The purpose of the full capture catch basin insert is to retain all trash (greater than five (5) millimeters in diameter) that enters the catch basin and prevent it from entering the main storm drain lines during the entire dry season, and the majority of the wet season. The curb opening screen cover is a partial capture system that prevents trash larger than three quarters of an inch from entering the catch basin during the dry season and small storms, but retracts during large storms to prevent localized ponding.

The CONTRACTOR shall provide, supply, fabricate, construct, deliver and install full capture catch basin inserts and/or curb opening screen covers in the CITY-owned catch basins at different locations throughout the CITY as determined by the CITY PROJECT MANAGER. The CONTRACTOR will retrofit approximately 2,000 catch basins with catch basin inserts and/or curb opening screen covers annually.

1.3.2 RFP Objectives

In issuing this Request for Proposals (RFP), the main objective of the CITY is to select the most responsible and responsive PROPOSER(S) who will provide, supply, fabricate, construct, deliver and install full capture catch basin inserts and curb opening screen covers meeting the specifications of this RFP throughout the City of Los Angeles.

ARTICLE 2 – SCOPE OF SERVICES

2.1 General

The CONTRACTOR shall provide, supply, fabricate, construct, deliver and install full capture catch basin inserts and/or curb opening screen covers throughout the City of Los Angeles. The CONTRACTOR shall provide that devices meeting the full capture definition as per the State
Water Resources Control Board. The selected CONTRACTOR shall acquire catch basin inserts and/or curb opening screen covers from the following acceptable CITY vendors: 1) American Stormwater; 19500 Normandie Ave.; Torrance, CA 90502; Ph (310) 354-9999; 2) G2 Construction; 13331 “H” Garden Grove Blvd; Garden Grove, CA 92843; Ph (714) 748-4242; 3) Buildit Engineering Co.; 3074 North Lima St.; Burbank, CA 91504; Ph (818) 244-6666.

The CITY will provide the locations and quantity of catch basin inserts on an as-needed basis. Fabrication and installation of catch basin covers will be released to the CONTRACTOR on a TASK ORDER basis. The number and location of catch basin covers, along with the amount of compensation for the WORK shall be determined by the CITY PROJECT MANAGER and set forth in the TASK ORDER.

CONTRACTOR shall not deliver materials or services until the CITY issues such TASK ORDERS. The CITY will not pay any invoices for delivery and/or installation of materials not authorized by TASK ORDER.

It is the CONTRACTOR’s sole responsibility to schedule all installations, provide traffic control, ensure the safety of its workers, and execute the overall CONTRACT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used for this project clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR shall note that catch basins are entry points to the CITY’s storm drain system that typically contain debris such as urban waste, metal components, sediment, existing stormwater pollution deterrent devices (approximately 50% of catch basins between four (4) to seven (7) feet depth may have installed outmoded inserts), and green waste that shall be removed prior to performing the WORK required. The CONTRACTOR, at its sole cost and expense, shall perform ALL labor and services, and furnish all the materials, tools, and appliances necessary for completing the WORK required, in the manner and within the time stipulated by the CITY.

The installation of the full capture catch basin inserts shall not cause any damage to the existing catch basin, sidewalk, curb, gutter, or surrounding area. If such damage occurs, it is the CONTRACTOR’s responsibility to make the necessary repairs within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

All fabrication and installation of catch basin inserts and curb opening screen covers shall conform to the edition and supplements of the Standard Specifications for Public Works Construction (SSPWC—“Green Book”) adopted by the Board of Public Works of the City of Los Angeles and as modified by the corresponding edition of the additions and amendments to the SSPWC or Standard Plan S-610 (“Brown Book”) in effect at the time of execution of the AGREEMENT.

It is the CONTRACTOR’s sole responsibility to submit to the CITY PROJECT MANAGER at the conclusion of installation of the WORK for each TASK ORDER, an electronic file in Microsoft Excel format.
The MS Excel table shall include the following information for each cover:

a. Date of installation,

b. Street name,

c. Nearest cross street,

d. Geographical location of installation to intersection (i.e., NW corner, SE corner, etc., or street address if geographic location is not applicable),

e. CITY-issued asset number (i.e., CLAMMS No.),

f. Insert and/or curb opening screen cover dimensions (i.e., length, width, etc.), geographical coordinates (i.e., latitude and longitude),

g. Date of Inspection by the CITY INSPECTOR,

h. If inspection failed, date of correction and re-inspection by the CITY INSPECTOR, and

i. Any relevant comments.

Failure to submit this Excel table at the completion of installation and inspection of all of the work required by each TASK ORDER, within three (3) CALENDAR DAYS of completion, shall result in invoices for the work being deemed incomplete. Invoices for such work will be returned to the CONTRACTOR for correction.

2.2 Preliminary Catch Basin Measurement

Prior to the issuance of a TASK ORDER, the CITY PROJECT MANAGER will provide the CONTRACTOR a list of catch basin locations that will serve as the basis for the TASK ORDER.

The CONTRACTOR shall visit all catch basin locations listed on the TASK ORDER within five (5) CALENDAR DAYS of receipt of the list and record the following information:

a. The catch basin depth immediately in front of the catch basin lateral pipe;

b. The catch basin curb opening length and opening width;

c. Thomas Brothers Map page and grid coordinates; and

d. Latitude and longitudinal coordinates to five (5) significant figures.

The CONTRACTOR shall submit written records of its measurements to the CITY in Microsoft Excel Format. All catch basin locations determined by the CONTRACTOR to be suitable for installations shall be marked with water-based marking chalk, white in color, with three-inch (3”) letters showing geographical location (i.e., NW corner, ES corner, etc.) on the maintenance hole cover only.

The CONTRACTOR shall make sufficient measurements of each catch basin for the proper fabrication of the catch basin inserts based on its product requirements. Improper fabrication of inserts due to errors in the CONTRACTOR’s measurements shall be corrected at the CONTRACTOR’s own expense.

All costs involved in complying with this requirement shall be included in the PROPOSAL unit price for the applicable Proposal item.
2.3 Preliminary Catch Basin Inspection

The CONTRACTOR shall inspect and record each catch basin listed in all TASK ORDERS issued under the CONTRACT for unsound conditions such as, but not limited to:

a. exterior damage,
b. bent or missing protection bars,
c. damaged maintenance holes and maintenance hole covers,
d. damaged face plate,
e. other physical damage, and
f. cemented materials that have been dumped on or into the basin and cannot be removed by normal cleaning operations.

Since these types of conditions may interfere with the installation of the catch basin inserts, a list of catch basins with such conditions shall be submitted to the CITY PROJECT MANAGER immediately upon discovery.

Any subsequently disclosed damage to a catch basin not included in the list submitted by the CONTRACTOR, will be assumed to be the result of the CONTRACTOR’s operation and shall be corrected at the CONTRACTOR’s own expense.

All costs involved in complying with the inspection requirement shall be included in the PROPOSAL unit price for the applicable Proposal item.

2.4 Ancillary Equipment and Services

The CONTRACTOR shall provide ancillary equipment and services as the CITY finds necessary for the implementation and optimization of the project. Specific costs and terms shall be negotiated on a case by case basis.

2.5 Project Requirements

2.5.1 Inspection of Work

The CITY INSPECTOR will inspect all work conducted under the CONTRACT to ensure compliance with the CONTRACT requirements, to determine the acceptability, quality and quantity of materials and workmanship of the inserts. Inspection may include mill, plant, shop, and field inspection, as required by the CONTRACT. The CITY INSPECTOR shall be permitted access to all parts of the WORK, including locations where materials or equipment are manufactured or fabricated. All materials and fabricated articles furnished by the CONTRACTOR shall be subject to CITY inspection.

All fabrication of items to be used in the CONTRACT shall be approved by the CITY INSPECTOR. All fabricated items shall be fabricated from engineering drawings, which have been submitted to the CITY PROJECT MANAGER and approved in accordance with these
specifications. Shop inspection shall be provided on all materials fabricated for use on this project.

The CONTRACTOR shall be responsible for coordinating the shop inspection, within fourteen (14) CALENDAR DAYS after CONTRACT award, with the CITY INSPECTOR. The fabricating shop shall contact the Bureau of Contract Administration dispatcher at (213) 580-5080 to schedule the inspection. The CONTRACTOR shall correct any deficiencies identified during the inspection within fourteen (14) CALENDAR DAYS following the inspection.

The CITY INSPECTOR will conduct the shop inspection of materials fabricated no more than fifty (50) miles from the CITY at no cost to the CONTRACTOR. The cost of shop inspection of materials fabricated more than fifty (50) miles from the CITY, shall be at the CONTRACTOR’s sole expense, which may be conducted by the CITY INSPECTOR or by an independent testing agency approved by the CITY INSPECTOR.

The CITY will have the right, at all times, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defect in such articles or materials are detected at the point of manufacture or at the WORK site. All materials, parts and equipment furnished by the CONTRACTOR for the WORK shall be new, high grade and free from defects. All materials and work quality shall be subject to approval by the CITY INSPECTOR. If, through an oversight or otherwise, the CITY has not rejected materials or WORK which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the CITY upon discovery. The CONTRACTOR shall promptly remove rejected articles or materials from the WORK site after receiving the notification of rejection from the CITY within three (3) CALENDAR DAYS. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

The CONTRACTOR shall provide the CITY PROJECT MANAGER a daily installation route for the entire work week of catch basin insert and/or curb opening screen cover installations; this schedule shall be submitted to the CITY PROJECT MANAGER one (1) work week in advance of installation. The CITY INSPECTOR may monitor installation of inserts and/or curb opening screen covers and identify any deficiencies and/or corrections in the field so as to timely resolve defective work. For the work inspected by the CITY INSPECTOR, the CITY PROJECT MANAGER will provide the CONTRACTOR a list of non-approved installations on a weekly basis. Non-approved installation(s) shall be corrected within three (3) CALENDAR DAYS after issuance of this list to the CONTRACTOR by the CITY PROJECT MANAGER at the CONTRACTOR’s expense and the CONTRACTOR shall notify the CITY PROJECT MANAGER when such deficiencies have been corrected so that the CITY INSPECTOR may re-inspect the corrected WORK.
2.5.2 Working Hours and Holidays

The CONTRACTOR’s authorized working hours for this project are from 8:00 AM to 4:00 PM Monday through Friday. On MAJOR STREETS (The CITY will provide a Los Angeles City map to the successful Proposer) the CONTRACTOR shall not commence the WORK before 9:00 AM and WORK must be completed for that day by 3:00 PM. The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the CONTRACT. The working days for this project are Monday through Friday, excluding CITY-observed HOLIDAYS.

2.5.3 Traffic Control

All traffic control in the work area shall conform to the edition of the Work Area Traffic Control Handbook (W.A.T.C.H) in effect at the time of execution of the AGREEMENT.

Vehicles and personnel not complying with this requirement shall be ordered to be removed from the WORK area by the CITY and shall not be utilized again for the remainder of the work day.

2.5.4 Safety Plan

Safety is the responsibility of the CONTRACTOR. The CONTRACTOR shall observe and comply with the safety provisions of all applicable laws, building and construction codes as outlined in Title 8 of the California Code of Regulations (Code), safety and health regulations in the Code, and all City of Los Angeles Safety Policies (http://per.lacity.org/Safety). The CONTRACTOR shall also comply with CALOSHA’s requirements for confined space entry for catch basins.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the WORK until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligations to secure the safe conduct of the WORK.

2.5.5 Contractor State License Requirements

The CONTRACTOR shall hold a California State Issued License, Class A – General Engineering Contractor. The CONTRACTOR shall submit evidence of current license status with the Proposal. Failure of the CONTRACTOR to submit this evidence will render the Proposal non-responsive. The CONTRACTOR further certifies that it will immediately upon notification, inform CITY of any suspension, termination, lapses, non-renewals, or restrictions of its licenses, certificates, or other required documents.
2.5.6 Duration

It is expressly understood and agreed that the time of start, the rate of progress, and the time of completion of the WORK are of the essence. The duration of a TASK ORDER, of approximately two thousands (2000) catch basin inserts or curb opening screens, under the CONTRACT, including supply, fabrication, construction, delivery and installation shall not exceed twenty (20) CALENDAR DAYS. The start of the twenty (20) CALENDAR DAYS will be five (5) CALENDAR DAYS after the issuance of the TASK ORDER. Failure to complete installation per the deadline will subject the CONTRACTOR to liquidated damages.

2.5.7 Liquidated Damages for Late Installation

Any delay in the installation of any of the units beyond the date established in the CONTRACT TASK ORDER, will result in added expense to the CITY. Therefore, the CONTRACTOR shall pay the CITY liquidated damages for such delay. In as much as the amount of such damage will be extremely difficult to ascertain, the CONTRACTOR shall agree to compensate the CITY in the amount of $1,000 per each CALENDAR DAY beyond the completion date specified in the CONTRACT TASK ORDER. The CITY shall reserve the right to deduct and retain the amount of such liquidated damages from any monies due to the CONTRACTOR under the CONTRACT. Liquidated damages shall be cumulative for late completion of each TASK ORDER.

The CONTRACTOR shall be entitled to a reasonable extension of time for unavoidable delays in installation, due to causes not reasonably foreseeable by both parties at the time of the execution of the CONTRACT and which are entirely beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of terrorism, war or other national emergency making delivery temporarily impossible or illegal, strikes and labor disputes not brought on by any act or omission of the CONTRACTOR, fires, floods, earthquakes, tsunamis, landslides, epidemics, quarantine restrictions, or freight embargoes.

2.5.8 Submittals Following Contract Award

The CONTRACTOR shall not perform any fabrication prior to CITY approval of the CONTRACTOR’s engineering drawings. Failure of the CONTRACTOR to address the CITY’s review comments on the engineering drawings may cause the CITY not to issue any task orders under the CONTRACT. The CITY reserves the right to procure the items or services from other sources and to hold the CONTRACTOR responsible for any excess costs incurred by the CITY for failure of the CONTRACTOR to address the CITY review comments on the engineering drawings.

2.5.9 Engineering Drawings

Within seven (7) CALENDAR DAYS following CONTRACT award, the CONTRACTOR shall submit the documents to the CITY for approval as follows: engineering drawings, catalog cuts, and other information required which completely describe the unit(s) to be installed under the CONTRACT.
The following information shall be included in this submittal for each type of unit(s):

a. Detailed engineering drawings and description of all components of the unit, materials used, connection details, assembly details, and mounting details.
b. Installation details and instructions.
c. Recommended cleaning and maintenance schedule and procedures to maintain the unit as properly functioning, including parts replacement schedule for the entire unit.

Engineering drawings review shall be continued until reaching the satisfaction of the CITY PROJECT MANAGER. The CONTRACTOR shall have five (5) working days to respond to the CITY’s assessment comments for each iteration. The CONTRACTOR shall furnish to the CITY PROJECT MANAGER eight (8) copies of the engineering drawings for each assessment. An electronic file of the final, approved, engineering drawings to be used in fabrication, in the latest version of AutoCAD, shall be furnished to the CITY PROJECT MANAGER.

Any CITY-required revisions during the engineering drawing review shall be made by the CONTRACTOR at no additional cost to the CITY.

2.5.10 Permits For Performance of the Work

CONTRACTOR and SUBCONTRACTORS, to the extent allowed herein, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for CONTRACTOR’s performance hereunder and shall pay any fees required therefore. CONTRACTOR shall immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certifications or other documents.

The CITY shall obtain all permits from the County of Los Angeles related to the installation of new covers on existing County property.

2.6 Insert and Screen Covers Installation Optimization

Within seven (7) working days following engineering drawing approval, the CONTRACTOR shall fabricate and install one (1) catch basin insert and curb opening screen cover, at a CITY-specified catch basin, based on final drawings for field optimization prior to commencing full production. Optimization shall continue until reaching the satisfaction of the CITY PROJECT MANAGER.

At the conclusion of the optimization phase, the final engineering drawings shall reflect any changes incorporated in the field.

Any CITY-required revisions during field optimization shall be made by the CONTRACTOR at no additional cost to the CITY.
2.7 Technical Manuals

Unless otherwise specified, Technical Manuals shall, at a minimum, include the following:

a. Table of Contents.
b. Recommended installation, adjustment, calibration and troubleshooting procedures.
c. Lubrication recommendation, if applicable.
d. Recommended preventive maintenance and routine maintenance procedures.
e. List of complete parts, categorized by generic title and identification number, with exploded views and schematics of each assembly.
f. List of recommended spare parts and list of special tools and equipment required for operation and maintenance (O&M).
g. Disassembly, overhaul, reassembly, and realignment instructions.

The CONTRACTOR shall furnish to the CITY PROJECT MANAGER eight (8) hard copies of the final Technical Manual and one (1) electronic copy in Microsoft Word format. All submittals shall be in English. The CONTRACTOR shall submit the Technical Manual to the CITY within thirty (30) CALENDAR DAYS after engineering drawings have been approved by the CITY.

2.8 Titles in Work Products

The CITY shall own all titles, rights and interests in all Work Products originated and prepared by the CONTRACTOR and its SUBCONTRACTORS of any tier under this CONTRACT and shall be and remain the property of the CITY for its use in any manner it deems appropriate under the CONTRACT. Work Products are all materials, tangible or not, created in whatever medium the CONTRACT, including without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings and sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret, and all other intellectual property rights worldwide in any work products originated and prepared by CONTRACTOR under this CONTRACT. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights provided herein. The CONTRACTOR shall not dispute or contest, directly or indirectly, the CITY’S exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Vendors hereby assign, and if later required by the CITY, shall assign to the CITY all titles, rights and interests in all Work Products. The CONTRACTOR shall cooperate and cause SUBCONTRACTORS to cooperate in perfecting CITY’S titles, rights or interests in any Work Product, including prompt execution of documents as presented by the CITY.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.
CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

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

2.9 Intellectual Property Rights Warranties and Indemnifications

The CONTRACTOR represents and warrants that its performance of all obligations under the CONTRACT does not infringe in any way, directly or contributory, upon any third party’s intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

The CONTRACTOR shall undertake and agree to defend at its expense, indemnify, and hold the CITY harmless any or all infringement action, claim, losses, demand and expenses, proceeding, suit or action ("Action" hereinafter) from and against the CITY, its commissioners, officers, directors, agents, employees, assigns, successors in interest or affiliates ("City Defendants"), including, but not limited to attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, ("Intellectual Property rights" hereinafter), including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR or its SUBCONTRACTORS of any tier, in performing the WORK under the CONTRACT; or (2) as a result of the CITY’s actual or intended use of any Work Product furnished by the CONTRACTOR, or its subcontractors of any tier, under the CONTRACT. The CONTRACTOR also shall indemnify the CITY against all reasonable attorneys’ fees, losses, costs, expenses, liability, and damages awarded against the CITY or settlement as a consequence of such Action.

In the CONTRACTOR’s defense of the CITY Defendants, negotiation, compromise, and settlement of any such infringement Action, the Los Angeles City Attorney’s Office shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Rights and remedies available to the CITY hereinabove shall survive the expiration or other termination of the CONTRACT. Further, the rights and remedies are cumulative of those provided for elsewhere in the CONTRACT and those allowed under the laws of the United States,
the State of California, and the City of Los Angeles. The provisions of this article shall survive expiration or termination of this CONTRACT.

2.10 Removal and Cleanup of Work Locations

Throughout all phases of installation, the CONTRACTOR shall keep the sites clean and free from rubbish and debris, within and outside the catch basin, including two (2) feet outside the perimeter. The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or other means as necessary. Upon completion of the WORK, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY.

ARTICLE 3 – GENERAL CONTRACTUAL REQUIREMENTS

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.

3.1 RELATED WORK SPECIFIED ELSEWHERE

Section 303 – Concrete and Masonry Construction and Section 304 (excluding Section 304-1.12) – Metal Fabrication and Construction of the 2005 edition and 2007 supplements of the Standard Specifications for Public Works Construction (SSPWC-“Green Book”) adopted by the Board of Public Works of the City of Los Angeles. Based on this section, if the CONTRACTOR damages a catch basin, it will repair any damage at no cost to the CITY.

3.2 EXISTING IMPROVEMENTS

All existing improvements shall be protected and restored per Section 7-9 of “Green Book” and CITY’S Additions and Amendments to the Green Book (“Brown Book”).

3.3 INTENTIONALLY LEFT BLANK

3.4 INTENTIONALLY LEFT BLANK

3.5 INTENTIONALLY LEFT BLANK

3.6 MATERIALS FOR CATCH BASIN INSERT

Materials for Catch Basin Inserts shall consist of the following:

a. All components, appurtenances, and accessories of the catch basin insert shall be of S-304 stainless steel.
b. The structural members shall have a minimum thickness of 3/16 inches.
c. The catch basin screen insert shall be manufactured/fabricated from S-304 stainless steel. The stainless steel shall be Gauge fourteen (14). The stainless steel shall be perforated with a geometrical opening shape having a diameter of five (5) millimeters (0.197 inches).
d. The perforated metal shall provide between 45% to 50% open area.
e. The insert shall have its outer edges finished so as to prevent handling injuries and ensure trash does not become ensnared.
f. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-304 stainless steel.
g. The concrete anchor bolts shall be 3/8 inch wedge anchors of S-304 stainless steel.

3.7 APPLICATIONS FOR CATCH BASIN INSERT

The applications for catch basin inserts shall consist of the following:

a. The catch basin insert shall meet the Full Capture System definition and is certified for installation by the State Water Resources Control Board.
b. The catch basin insert shall have a circular or elliptical configuration.
c. The catch basin insert shall be designed and installed to maximize the trash capture volume of the catch basin.
d. The catch basin insert shall be of a one piece design that shall be sized to fit through a twenty four (24) inch diameter maintenance hole or a typical curb opening of eight (8) inches.
e. The catch basin insert shall have a minimum vertical height of two (2) feet as measured directly in front of the outlet pipe.
f. The catch basin insert shall not hamper the operation of an existing catch basin opening screen cover that swings inward and shall not interfere with screen cover appurtenances that may be attached to the catch basin side or front walls.
g. The catch basin insert shall be self-draining, thus no standing water shall remain in the catchment area.
h. The catch basin insert shall be designed to have a bypass or overflow mechanism equivalent to the catch basin design capacity (typically 0.5 cfs per curb opening length) located at the top.
i. The catch basin insert bypass shall not be obstructed or covered by grates or bars. Use of the bypass or overflow mechanism shall be allowed only when the flow inside the catch basin reaches the bottom lip of curb opening. In the instance of a grate catch basin, the bypass or overflow shall be established at four (4) inches from top of grate.
j. The catch basin insert shall have a horizontal distance, as measured from the invert of the outlet pipe, which progressively increases from the bottom to the top of the insert. The distance at the top of the insert shall be between two (2) to three (3) inches greater than the bottom distance. The catch basin insert shall have the structural integrity to withstand the force of standing water within the catchment area.
k. The catch basin insert shall have gussets integrated into its design located at intervals, as determined by the manufacturer, to provide the greatest rigidity based on the size of the catch basin insert. Attachment of a gusset with rivets or other means shall not be accepted.
l. The catch basin insert shall not be assembled by interlocking measures, such as clips and/or hooks, or hinges.
m. All street flow shall enter the catchment area of the catch basin insert prior to its discharge into the outlet pipe. In a grate catch basin, a deflector plate shall be capable of being removed, without tools, during routine maintenance. The deflector plate shall be able to support a constant load of ten (10) pounds per linear foot.
n. The perimeter of the insert shall be fabricated to have stiffness and rigidity as well as include a bolting surface to fasten the insert to the wall of the catch basin.
o. The catch basin insert perimeter contour shall be fabricated to ensure a tight fit with the catch basin walls and floor with a maximum allowable gap of five (5) millimeters (0.197 inches). Adhering/riveting of perforated material to meet this requirement shall not be allowed.
p. The placement of any anchoring system to the concrete walls of the catch basin shall be embedded a minimum of three (3”) inches. All components of an anchoring system shall be made of S-304 stainless steel.
q. All parts/components of the insert shall remain secured/affixed by screws/bolts to the catch basin walls.
r. All nuts and bolts shall be secured by a high strength liquid industrial hardener.
s. The catch basin insert shall be removable solely by the removal of mounting screws/bolts.
t. The vertical bars and the horizontal bars that may be found in some catch basin openings shall not be removed.
u. The catch basin insert shall provide an access flap/hatch/door to the outlet pipe for maintenance. Access flap/hatch/door shall be secured by screws. A minimum of ten (10) inches in the horizontal direction (measured from the center of the cross section of the outlet pipe) shall remain unobstructed for maintenance purposes.
v. No catch basin insert component shall obstruct the catch basin maintenance opening found on the deck of the catch basin.
w. Welding of the catch basin insert in the field shall not be allowed.
x. Current List of trash treatment control devices

x. Current List of trash treatment control devices

3.8 Materials for Catch Basin Curb Opening Screen Covers

The materials for the stainless steel catch basin curb opening screen covers shall consist of the following:

a. All components, appurtenances, and accessories of the catch basin openings screen cover shall be of S-304 stainless steel.
b. The catch basin opening screen cover frame shall be manufactured/fabricated from S-304 stainless steel, gauge 12. The structural members shall have a minimum thickness of 3/16 inches.
c. Any mounting brackets that may be used to secure the opening screen cover that are not considered structural members, shall be gauge 10. The mounting brackets shall be fabricated of S-304 stainless steel angle.
d. The catch basin opening screen cover shall be manufactured/fabricated from S-304 stainless steel. The opening screen cover shall have circular openings with a diameter of three quarters (3/4) inch and provide at a minimum fifty percent (50%) open area.
e. The catch basin opening screen cover shall have its outer edges finished as to prevent handling injuries and ensure trash does not become ensnared.
f. The catch basin opening screen cover hinges shall be designed as to prevent slippage/prying off from the street side.
g. The catch basin opening screen cover shall include a blank S-304 stainless steel plate or a blank incorporated area on the face or rear of the catch basin opening screen cover with
the dimensions of 3” length by 1” width. It shall be located on the upper left side of the catch basin opening screen cover. The following text shall be placed in the left top area of screen: CITY OF LA PROPERTY. Text shall be engraved or stamped and may be placed in two rows to optimize sizing.

h. The concrete anchor bolts shall be 3/8” wedge anchor bolts, shall be 3/8” socket button head cap screw, tamper resistant anchors, assembly bolts, screws, nuts, and washers shall all be fabricated entirely from S-304 stainless steel.

i. A non-magnetic nor spring assisted, stainless steel closing mechanism shall be provided on the catch basin opening screen cover.

The materials for the plastic material catch basin curb opening screen covers shall consist of the following:

a. The catch basin curb opening screen cover shall be manufactured/fabricated from acrylonitrile styrene acrylate (ASA) polymer.

b. All components, appurtenances, and accessories of the catch basin opening screen cover shall be manufactured/fabricated from acrylonitrile (ASA) or 300 series stainless steel.

c. Structural members of the screen cover shall be manufactured/fabricated from acrylonitrile (ASA) or 300 series stainless steel. The structural members shall have a minimum thickness of 3/16 inches in polymer or 1/8” in stainless steel.

d. Any mounting fastener that may be used to secure the catch basin curb opening screen cover to the catch basin that are not considered structural members, shall be S-304 stainless steel, gauge 14 minimum thickness.

e. The catch basin curb opening screen cover shall have a smooth surface and not have openings (holes for water to pass through).

f. The catch basin opening screen cover shall have its outer edges finished as to prevent injuries and ensure trash does not become ensnared.

g. The catch basin opening screen cover shall be designed as to prevent slippage, prying, and removal from the street side.

h. The catch basin opening screen cover shall incorporate an area on the street face or inside of the catch basin opening screen cover with the minimum dimensions of two inch (2”) length by one inch (1”) width. It shall be located on the upper left side of the catch basin opening screen cover. The following text shall be placed: CITY OF LA PROPERTY. Text shall be engraved or stamped, or direct printed and may be placed in two rows to optimize sizing in the left top area of the screen.

i. If the catch basin opening screen cover requires the use of an anchoring system to the concrete walls of the catch basin then 3/8” wedge S-304 stainless steel (ss) anchor bolts shall be utilized. Assembly bolts, screws, nuts, sleeves, and washers shall all be fabricated entirely from S-304 ss.

j. The catch basin curb opening screen cover shall have a closing mechanism. The closing mechanism shall not rely on magnets as a means to remain in the closed position.
3.9 APPLICATIONS FOR CATCH BASIN CURB OPENING SCREEN COVERS

The applications for the stainless steel catch basin curb opening screen covers shall consist of the following:

a. The catch basin opening screen cover may have a length of up to seventy-eight inches (78") and a width that covers the height of the catch basin curb opening. Fixed screen material with maximum width of three inches (3") may be used to mitigate curb opening length variations at either end.

b. The entire catch basin opening screen cover shall pivot parallel to the street surface from the top only.

c. The catch basin opening screen cover shall be installed from inside the catch basin and the installation shall be perpendicular to the street surface.

d. All nuts and bolts shall be secured by a liquid industrial hardener such that nuts and bolts may only be removed by heat application.

e. A catch basin opening screen cover frame may form the perimeter of the opening screen cover.

f. The catch basin opening screen cover shall have the applicability of being recessed from approximately one (1) to four (4) inches into the catch basin curb opening with no part of the cover protruding outside of the catch basin curb opening. CITY will be providing recess distances with each task order provided.

g. The catch basin opening screen covers shall be removable solely by person entry into the catch basin. All parts of the screen cover shall be sized to fit through the maintenance hole or curb opening when the unit is disassembled.

h. The catch basin opening screen covers shall have a means to manually open and close them from the street-side.

i. The catch basin opening screen cover shall be designed to open when the surface street runoff reaches fifty percent (50%) of the curb height measured directly in front of the catch basin curb opening. The catch basin screen cover shall open towards the interior and remain opened as long as the flow depth exceeds 4 inches and gradually returns to the closed position as the flow recedes.

j. The catch basin opening screen covers’ closing mechanism shall be designed to close/lock at a slow speed to ensure that as the screen cover returns to its original closed perpendicular position that no trash (i.e., plastic bottles, soda cans) will become ensnared between the screen cover and the bottom lip of the catch basin opening.

k. The catch basin opening screen covers’ closing mechanism disengagement component shall be designed to be perpendicular to the face of the screen cover as to use the weight of water to disengage the lock or swing inwards from a pivot point with the incoming water flow to disengage the lock.

l. The vertical distance between the screen gate and the upper underside of the curb opening shall not exceed three quarters inch (3/4"). The vertical distance between the screen gate and the lower portion of the curb opening shall not exceed one eighth inch (1/8"). The horizontal distances between the screen gate and the side walls shall not exceed one half inch (1/2").

m. The placement of any anchoring system to the concrete walls of the catch basin shall be embedded a minimum of three (3") inches. All anchoring sleeves shall be of S-304
stainless steel.

n. The catch basin opening screen cover shall remain in the closed and locked position during periods of no rain. The use of torsion springs as a locking mechanism shall not be allowed.

o. The horizontal and/or vertical bars that may be found in some catch basin openings shall not be removed.

p. The catch basin opening screen cover shall not have any components, accessories, frames, or brackets within the catch basin that will prevent the installation of vertical catch basin inserts or that inhibit the operation of existing catch basin inserts. No catch basin opening screen cover component shall hang lower than the bottom lip of the catch basin curb opening. No support brackets shall be anchored to the front wall of catch basin.

The applications for the plastic material catch basin curb opening screen covers shall consist of the following:

a. The catch basin curb opening screen cover shall have a length of up to seventy-eight inches (78”) and a width that covers the height of the catch basin curb opening.

b. The catch basin curb opening screen cover shall mitigate curb opening length variations with the use of stainless steel and polymer components not to exceed a width of three inches (3”) at either end or in between where the curb opening screen cover span is greater than seventy-eight inches (78”).

c. The catch basin opening screen cover shall pivot parallel to the street surface from a point located in the upper half of the screen cover.

d. The catch basin opening screen cover shall be affixed from inside the catch basin and the installation shall be perpendicular to the street surface.

e. All nuts and bolts shall be secured by a liquid industrial hardener (such as LOCTITE® THREADLOCKER RED 277™ or equal) such that nuts and bolts may only be removed by heat application.

f. The catch basin opening screen cover shall not have a perimeter frame.

g. The catch basin opening screen cover shall have the applicability of being recessed from approximately one (1) to two (2) inches into the catch basin curb opening with no part of the cover protruding outside of the catch basin curb opening. CITY will be providing recess distances with each task order provided.

h. The catch basin opening screen covers shall be removable solely by entry into the catch basin.

i. When retrofitting existing pan type automatic retractable screens, the catch basin screen cover shall be installable from the curbside without entering the catch basin.

j. The catch basin opening screen covers shall not require special tools to manually open and close them from the street-side.

k. The screen resistance shall be adjustable from the street side and will not require entrance into the storm drain to make the adjustments. Adjustments shall be made by use of a proprietary tool provided to the city to prevent tampering.

l. The catch basin opening screen cover shall be designed to open when the surface street runoff reaches one (1) inch of the curb height measured directly in front of the catch basin curb opening. The catch basin opening screen cover shall open towards the interior and remain opened as long as the flow depth exceeds 1 inch and gradually returns to the closed
position as the flow recedes.
m. The catch basin opening screen covers’ closing mechanism shall be designed to close/lock at a slow speed to ensure that, as the screen cover returns to its original closed position, no trash (i.e., plastic bottles, soda cans) will be ensnared between the screen cover and the bottom lip of the catch basin opening.
n. The catch basin opening screen cover shall not require a gap between the screen top and the upper underside of the curb opening for overflow. The vertical distance between the catch basin opening screen cover face and the upper underside of the curb opening shall not exceed one inch (1”). The catch basin opening screen shall allow storm water to enter the catch basin during all flow conditions.
o. The placement of any anchoring system to the concrete walls of the catch basin shall be embedded a minimum of three (3”) inches. All anchoring sleeves shall be of S-304 stainless steel.
p. The catch basin opening screen covers’ closing mechanism resistance element shall be designed to be perpendicular to the face of the screen cover as to use the weight of water to open the screen cover.
q. The vertical distance between the catch basin opening screen cover face and the upper underside of the curb opening shall not exceed one quarter inch (1/4”). However, broken or misaligned concrete/asphalt on the lower portion of the curb opening may cause some sections of the screen to exceed one quarter inch (1/4”). The maximum variance of these situations is an additional one quarter inch (1/4”). The horizontal distances between the screen gate and the side walls shall not exceed one half inch (1/2”).
r. The catch basin opening screen cover shall remain in the closed position during periods of no rain. The use of torsion springs as a locking mechanism shall not be allowed.
s. The horizontal and/or vertical bars that may be found in some catch basin openings may be removed at the direction of the CITY.
t. The catch basin opening screen cover shall not have any components, accessories, frames, or brackets within the catch basin that will prevent the installation of vertical catch basin inserts or that inhibit the operation of existing catch basin inserts. No catch basin opening screen cover component shall extend lower than the bottom lip of the catch basin curb opening.
u. No support brackets shall be anchored to the street-facing curb wall of the catch basin.
v. No catch basin opening screen cover component shall obstruct the catch basin maintenance opening found on the deck of the catch basin.
w. The bottom horizontal lip of the curb opening catch basin shall not be used as an anchor point for the opening screen cover.
x. The screen shall be fully adjustable to accommodate different location types and all opening configurations.
y. The opening screen cover shall have the ability to incorporate a variety of components to accommodate various flow directions and velocities.
z. No single pivoting piece of the screen cover itself shall comprise more than 10% of the overall catch basin opening.
ARTICLE 4 – 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.

4.1 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

It is solely the responsibility of the PROPOSER to ensure that proposals are 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: December 11, 2019
TIME: 4:00 PM PST
LOCATION: City of Los Angeles
Bureau of Sanitation
Watershed Protection Program
1149 S. Broadway, 10th floor
Los Angeles, CA 90015
ATTENTION: Alfredo Magallanes
TELEPHONE NO.: 213-485-3958
FAX NO.: 213-485-3939
EMAIL: alfredo.magallanes@lacity.org

Please allow sufficient time to check-in with building security when attending the Pre-proposal Meeting and when submitting a proposal.

The CONTRACTOR shall include as part of its proposal package submittal detailed drawings of the catch basin insert and curb opening screen covers being proposed for installation with sufficient details addressing the requirements stated in these Articles to aid the CITY in its evaluation of the responsiveness of the Proposal.

It is required that the CONTRACTOR submit sufficient data/documentation which shall include the following:

- Detailed drawing(s),
- Assembly schematic drawings, and
c. A one-page narrative describing the fabrication and assembly process of the catch basin insert and curb openings screen cover.

The CONTRACTOR shall list current references in Attachment P. Proposers not meeting these requirements (minimum number of installations and amount of experience) will be deemed non-responsive.

4.2 Proposal Presentation

All proposal originals shall:

a. Be unbound and photocopy ready (original copy)

b. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper

c. Be enclosed in a single sealed package plainly labeled with the words “PROPOSAL FOR FABRICATION AND INSTALLATION OF CB INSERTS AND OPENING SCREEN COVERS

d. Not exceed 50 narrative pages, exclusive of required CITY documents, resumes, references and printed materials

e. Have continuously numbered pages

f. Label each Article with title headers

4.3 Number of Copies

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

a. One (1) original of the entire proposal, including all original signatures.

b. Three (3) copies of the entire proposal, labeled “COPY”.

c. If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including statement of defense for actions brought against the CITY.

4.4 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 serve as a consignment, in good faith, to the RFP selection process, with no intent by 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 of 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, the proposal must indicate the name and state or country under which the 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 officer who has
signed the proposal and proposal forms to execute contracts on behalf of the corporation. If the
proposal is made by a joint venture, a copy of the joint venture agreement, the name, post office
address, and organizational status of each of the joint ventures must be provided. Where a joint
venture is composed of one or more partnerships, corporations, or other entities, the information
specified in this paragraph must be provided for each entity. Each proposal form submitted by a
joint venture must be signed by all parties to the joint venture agreement.

In proposals containing proprietary information, proprietary paragraphs and/or other data should
be clearly marked as noted below in Section 4.7. The PROPOSER must include one extra
unbound copy of the proposal with the confidential material totally blacked out or removed from
the text so that one copy is available as public material.

4.5 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on:

DATE: November 13, 2019
TIME: 09:00 AM PST
LOCATION: BUREAU OF SANITATION
WATERSHED PROTECTION DIVISION
1149 S BROADWAY
10TH FLOOR CONFERENCE ROOM C
LOS ANGELES, CA 90015

CONTACT: Alfredo Magallanes

NOTE: Attendance at the pre-proposal meeting is mandatory. Failure to attend will
result in withdrawal of the proposal for non-compliance

4.6 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, the questions and
responses will be posted on www.labavn.org as an addendum to the RFP. The identity of those
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. All technical questions shall be directed in writing to:

Alfredo Magallanes
Project Manager
City of Los Angeles
LA Sanitation
The outside of the envelope should clearly state that it contains technical questions about the Request for Proposals for Fabrication and Installation of CB Inserts and Opening Screen Covers.

Questions pertaining to Standard City Requirements should be directed to the Department stated in the RFP.

4.7 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 PROPOSER'S 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 properly 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 Proposer's 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 to 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.

4.8 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”.

4.9 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 below.

4.10 Proposal Format

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

a. Title page
b. Signature page
c. Table of Contents
d. Executive Summary
e. General company and staff information
f. Statement of Qualifications
g. Project Proposal
h. Contractually required information
i. Portfolio of past work.

4.10.1 Title Page

The Title Page shall include the title of this RFP, the address of the City of Los Angeles, the proposal submittal date and due date, the PROPOSER’S legal name and address information, and the names, titles and telephone numbers of the person(s) who will be authorized to represent the PROPOSER. Label the Title Page either ORIGINAL or COPY.

4.10.2 Table of Contents

The Table of Contents shall specify all sections of the proposal and make reference to the page numbers of specific sections in the proposal.

4.10.3 Executive Summary

The Executive Summary shall provide a brief overview and the key highlights of the proposal, including a description of the proposal, how the proposed project will assist the CITY with the
objectives of this RFP, the qualifications and experience of the PROPOSER and if applicable, the major SUBCONTRACTORS proposed for engagement.

4.10.4 General Company and Staff Information

The proposal shall include:

a. Legal name and address of the PROPOSER.
b. Purpose of the organization.
c. Names of officers legally authorized to sign CONTRACT.
d. Task assignments of each staff member.
e. Signatures and declarations.
f. Legal proof of Business Tax Registration Certificate.

4.10.5 Statement of Qualifications

Prepared company documents, pre-printed resumes, and similar documents that the PROPOSER believes will aid in determining its qualifications should be included as attachments to the proposal. These attachments do not count towards the page limit of the proposal.

4.10.6 Project Proposal

The project proposal shall in detail describe the proposed scope of work based on the information that is provided in this RFP:

a. Break down the scope of work in tasks and subtasks.
b. Include a discussion of how the PROPOSER intends to stage the work required of this RFP.
c. Provide a tentative schedule for delivery of the work required of this RFP.
d. Provide preliminary annual cost estimates for CB inserts and CB curb opening screen covers and identify the tasks, subtasks or areas where potential cost savings can be accomplished through synergy or common elements between the BMP devices.
e. Provide the number, function and availability of personnel to perform the proposed scope of work.
f. Provide names, functions, and MBE/WBE/DVBE/SBE/EBE/OBE status of the SUBCONTRACTORS that are proposed for engagement, and provide cost estimates of the amount of work to be performed by proposed SUBCONTRACTORS. (Attachment G)
g. Provide a project organization chart showing the key personnel of the PROPOSER’S organization and proposed SUBCONTRACTORS, and their functions in the proposed project.
h. Provide a discussion of the project management methods that will be used for the coordination and cost control of the proposed project.
4.10.7 Contractually Required Information

PROPOSER shall adhere to all CITY contractual requirements and complete and submit all forms in the attachments of this RFP.

4.10.8 Portfolio of Past Work

Provide a statement of past work performed on projects of a similar nature and fabrication/installation size within the last ten (10) years. PROPOSER will have fabricated and installed a minimum of 5,000 fabrications/installations of either CB inserts or CB curb opening screen covers, to be considered responsive to this RFP. Such installations would indicate the sufficient minimum qualifications of the PROPOSER for the scope of work specified in this RFP. Provide names of clients, client contact person and phone number, type and date of projects, and a description of the PROPOSER’S activities. The CITY may contact the previous clients of the PROPOSER.

ARTICLE 5 - SELECTION AND CONTRACT AWARD PROCESS

The CITY will select the 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 Section 5.2 below. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

5.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of LASAN staff. 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 final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel’s requests. Based upon the evaluation panel’s final report, the LASAN will submit a report to the BOARD, containing a recommendation to enter into CONTRACT negotiations with the selected PROPOSER(s). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval.

5.2 Proposal Criteria

The following proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER 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 pass the Business Inclusion Program evaluation.
<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>PERCENTAGE SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Record of Past Performance</strong></td>
<td></td>
</tr>
<tr>
<td>Past record of performance as determined from all</td>
<td>51%</td>
</tr>
<tr>
<td>available sources, including, but not limited to, factors</td>
<td></td>
</tr>
<tr>
<td>such as fabrication and installation of BMP devices,</td>
<td></td>
</tr>
<tr>
<td>compensation of staff, quality of the work, cost</td>
<td></td>
</tr>
<tr>
<td>control, record keeping, past references, and</td>
<td></td>
</tr>
<tr>
<td>adherence to project schedules.</td>
<td></td>
</tr>
<tr>
<td><strong>Technical Competence</strong></td>
<td></td>
</tr>
<tr>
<td>Technical competence to perform the work described in</td>
<td>14%</td>
</tr>
<tr>
<td>Article 2 and 3, including, but not limited to, factors</td>
<td></td>
</tr>
<tr>
<td>such as experience of the organization and its key</td>
<td></td>
</tr>
<tr>
<td>personnel and the familiarity with similar projects.</td>
<td></td>
</tr>
<tr>
<td><strong>Proposed Project and Approach to Work</strong></td>
<td>10%</td>
</tr>
<tr>
<td>The proposed project addressing the scope of work in</td>
<td></td>
</tr>
<tr>
<td>Article 2 and 3, including, but not limited to, factors</td>
<td></td>
</tr>
<tr>
<td>such as the proposed BMP devices, the scope of work</td>
<td></td>
</tr>
<tr>
<td>with tasks and subtasks, and the use of established</td>
<td></td>
</tr>
<tr>
<td>methodologies. Factors for consideration under the</td>
<td></td>
</tr>
<tr>
<td>approach to work include but are not limited to project</td>
<td></td>
</tr>
<tr>
<td>management and coordination, and the size and</td>
<td></td>
</tr>
<tr>
<td>availability of staff to perform the work on schedule.</td>
<td></td>
</tr>
<tr>
<td><strong>Cost and Budget Control</strong></td>
<td>15%</td>
</tr>
<tr>
<td>Overall capability for accomplishing the work at a</td>
<td></td>
</tr>
<tr>
<td>reasonable cost, including, but not limited to, factors</td>
<td></td>
</tr>
<tr>
<td>such as cost estimates for providing BMP devices, cost</td>
<td></td>
</tr>
<tr>
<td>control procedures, overhead rates and indirect costs.</td>
<td></td>
</tr>
<tr>
<td><strong>Overall Proposal Responsiveness</strong></td>
<td>10%</td>
</tr>
<tr>
<td>Proposals will be evaluated on the PROPOSER’S overall</td>
<td></td>
</tr>
<tr>
<td>responsiveness to the requests of this RFP.</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>
ARTICLE 6 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

The CITY is seeking CONSULTANTS AND/OR CONTRACTORS that are at the forefront of fabricating, supply, and installing stormwater catch basin inserts and curb opening screen covers using innovative approaches to water quality compliance in urban environments. Technical qualifications include but are not limited to the following:

a. Fabrication, installation, and technical expertise in deployment of catch basin inserts and/or curb opening screen covers, including the use of established methodologies for fabrication and installation of the BMP devices.

b. Thorough familiarity with the available catch basin insert and/or curb opening screen cover products, and its installation procedures.

c. Thorough familiarity with the challenges and constraints of field conditions encountered during the implementation of this type of project.

d. Complete understanding of the CITY’s infrastructure, governance structure, and diverse cultures.

e. Ability to interact with, address and anticipate the multiple interests of stakeholders of Watershed Protection Division’s (WPD) Program.

f. Ability to organize and manage a diversified team that may include engineers, GIS specialists, public relations, and staff with other expertise necessary for the completion of this project.

The PROPOSER shall provide financial qualifications that demonstrate capability to guarantee contract performance and payment.

The PROPOSER shall maintain a local office that is within a 50-mile radius of the CITY.

ARTICLE 7 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER 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, as further defined by the proposal items contained in the PROPOSER’S proposal.

7.1 Entire Agreement

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended by change order only as herein provided.

7.2 Waiver

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

7.3 Term of Proposed Agreement

The proposed AGREEMENT term will be for five (5) years with one (1), two-year renewal options. The renewal options shall be exercised at the CITY’s sole discretion. This AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

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

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

B. This AGREEMENT has been approved by the CITY or the BOARD or officer or employee authorized to give such approval;

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

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

7.4 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.

7.5 Performance Bond

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

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.

7.6 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.

7.7 Key Personnel

The PROPOSER shall designate, as part of its submittal, the CONTRACT PROJECT 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 CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of CITY, whose consent shall not be withheld unreasonably.

7.8 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 agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY within thirty (30) business day of the 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 7.9.
7.9 Subcontracts

All subcontracts in excess of $100,000 shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts 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 level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

7.10 City Limited to Obligation of Present Appropriation

CITY liability under the proposed AGREEMENT shall only be to the extent of the present appropriation to fund this AGREEMENT. No action, statement or omission of any officer, agent or employee of the CITY shall impose any obligation upon the CITY, such officer, agent or employee, except to the extent the CITY has appropriated funds in accordance with the terms of this AGREEMENT. No work shall create an immediate indebtedness and indebtedness shall not arise against the CITY for said work until and unless there is an appropriation of funds to pay for said work. The CONTRACTOR and CITY agree that no indebtedness for work performed which results in costs under the proposed AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work.

7.11 Cost Ceiling

The cost ceiling for this proposal shall not exceed $12,000,000 for the duration of the CONTRACT. In the event of multiple CONTRACTS, the sum of the CONTRACT ceilings shall not exceed $12,000,000. 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.

7.12 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.
7.13 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.

7.14 Invoice Procedures

The selected PROPOSER shall prepare an invoice at the completion of a TASK ORDER or on a monthly basis, whichever occurs first, for work that has been installed in the field and 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, time sheets and other documents of proof as may be reasonably required by the City to establish the monetary amount of 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.

7.14.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

    Shahram Kharaghani, Ph.D, P.E., BCEE
    City of Los Angeles / Bureau of Sanitation
    Watershed Protection Program
    1149 S. Broadway, 10th floor
    Los Angeles, CA 90015
    ATTN: Alfredo Magallanes

7.14.2 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 TASK ORDER.

7.14.3 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.
7.14.4 Discount

The CITY will consider a shorter payment schedule should the 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. Vendor agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under the AGREEMENT, which meet the discount terms.

7.14.5 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 provided under the CONTRACT.

7.14.6 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.

7.14.7 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 §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

7.15 Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY’S representative at any time during the term of the CONTRACT and within the four (4) years following final payment made by the CITY hereunder or the expiration date of the CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of the CONTRACT within thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this AGREEMENT, shall include a like provision for work to be performed under the CONTRACT.

7.16 Changes or Modifications
Changes or modifications in the terms the subsequent AGREEMENT may be made at any time by mutual written agreement between the parties hereto. The CITY PROJECT MANAGER'S authority to amend the AGREEMENT will be limited to modifications which do not change the total compensation for services by more than $250,000 provided that the changes are reflected in an Amendment approved by the Mayor, BOARD, and City Council, as appropriate.

7.17 Termination

7.17.1 The AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

7.17.2 The AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given not less than thirty (30) calendar days' written notice. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

7.17.3 The AGREEMENT may be immediately terminated in writing by the CITY if (1) 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 or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY’S lobbying policies.

7.17.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR’S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney’s fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written contracts that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

7.17.5 Upon receipt of a termination action under Articles 6.15.1, 6.15.2 or 6.15.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs
otherwise), and (2) deliver or otherwise make available to the CITY within thirty (30) business
days of said termination action all finished or unfinished documents and materials produced or
procured under this AGREEMENT, including all intellectual property rights thereto, which shall
become CITY property upon date of such termination. CONTRACTOR agrees to execute any
documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of
rights provided herein within thirty (30) business days of said termination.

7.17.6 Upon termination under Articles 6.15.1, 6.15.2 or 6.15.3 above, the CITY may take over
the work and may award another party an AGREEMENT to complete the work under this
AGREEMENT.

7.17.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual
obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual
obligations, the termination shall be deemed to have been for the convenience of the CITY. In
such event, adjustment of the AGREEMENT price shall be made as provided in Article 6.15.4 of
this article.

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

7.18 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers,
Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees
to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents
Employees, Assigns, and Successors in Interest from and against all suits and causes of action,
claims, losses, demands and expenses, including, but not limited to, attorney’s fees (both in house
and outside counsel) and cost of litigation (including all actual litigation costs incurred by the
CITY, including but not limited to, costs of experts and consultants), damage or liability of any
nature whatsoever, for death or injury to any person, including CONTRACTOR’S employees and
agents, or damage or destruction of any property of either party hereto or of third parties, arising
in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to
the performance of the CONTRACT by the CONTRACTOR or its SUBCONTRACTORS of any
tier. Rights and remedies available to the CITY under this provision are cumulative of those
provided for elsewhere in this CONTRACT and those allowed under the laws of the United
States, the State of California, and the CITY. The provisions of this paragraph survive expiration
or termination of the CONTRACT.

7.19 Claims for Labor and Materials

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

7.20 Independent Contractor

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

7.21 Ownership and License

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

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

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

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

Any subcontract entered into by CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its SUBCONTRACTORS performing work under this CONTRACT such that the CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR’S CONTRACT with the CITY.
7.22 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.

7.23 Force Majeure

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

7.24 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.

7.25 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.

7.26 Applicable Law, Interpretation, and Enforcement

Each party’s performance under the AGREEMENT shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wages and hours and licensing laws which affect employees. The AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by the proposed AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.
If any part, term or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms or provisions of the AGREEMENT shall not be affected thereby.

7.27 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.

7.28 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.

7.29 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.

7.30 Prohibition against Assignments or Delegation

CONTRACTOR may not, unless it has first obtained the written permission of the CITY: (A) Assign or otherwise alienate any of its rights or obligations under this AGREEMENT, including the right to payment, or (B) Delegate, subcontract, or otherwise transfer any of its duties under this AGREEMENT.

ARTICLE 8 - CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)

All PROPOSERS are required to adhere to the CITY’S policies on Personal Services Contracts. Each proposal shall submit the relevant completed forms, also included in Attachments.

8.1 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:

- a. General Liability $1,000,000
- b. Workers’ Compensation Employer’s Liability Insurance Statutory
- c. Automobile Liability $1,000,000

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 A. The CITY’s Risk Management, CAO Office, will determine actual insurance coverage at the time a specific Proposal is accepted.

8.2 Business Tax Registration Certificate Requirement

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification required by the CITY’S Business Tax Ordinance Section21.00 et seq, of the Los Angeles Municipal Code). For the term covered by this AGREEMENT, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended. (See Attachment B)

8.3 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 withdrawn 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 C).

8.4 Los Angeles Residence Information

It is the 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 workforce 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 workforce in each Los Angeles branch office residing in the CITY

See Attachment D for sample form.

8.5 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 E.

8.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action (Non-Construction and Construction)

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 Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All contracts (both construction and non-construction) for which the consideration is $25,000 or more shall comply with the provisions of the Los Angeles Administration Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to
the Affirmative Action Program Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the CONTRACT.

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

PROPOSERs seeking additional information regarding the requirements of the CITY’s Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

8.7 Business Inclusion Program (BIP) Outreach Requirements

This RFP is subject to the City of Los Angeles, Department of Public Works, BIP Outreach requirements included in Attachment D of the RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprises (OBE) subcontractors must be completed utilizing the Los Angeles Business Assistance Virtual Network (LABAVN) system, www.labavn.org.

For the purpose of this RFP, the City has set overall anticipated participation levels of 9% MBE, 4% WBE, 2% SBE, 2% EBE, and 2% DVBE. All proposers must perform a BIP Outreach as described in Attachment D to reach out to potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors. Proposers will not be able to utilize the LABAVN’s BIP Outreach notification function less than fifteen (15) calendar days prior to the RFP response submittal deadline. **Failure to comply with the City’s BIP Outreach requirements by the deadline will render the Proposal non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- 237110- Water and Sewer Line and Related Structures Construction
- 238990- All Other Specialty Trade Contractors
- 332312- Fabricated Structural Metal Manufacturing
- 332111- Iron and Steel Forging
- 332322- Sheet Metal Work Manufacturing
- 423390- Other Construction Material Merchant Wholesalers

Proposers must complete their LABAVN BIP Summary Sheet including the names of all responding MBE/WBE/SBE/EBE/DVBE/OBE subcontractors, manufacturers, suppliers, truckers, or equipment rental businesses for each item of work, and include the corresponding dollar amounts. This list must also include an explanation of the evaluation that led to any subcontractor being rejected and the explanation of rejection must have been communicated to the subcontractor/vendor using the LABAVN system.
Respondents to this RFP will have until 4:30 P.M. on the first calendar day following the day of the RFP submittal date to complete the LABAVN-generated BIP Summary Sheet with the entries of the responses received from all subcontractors/vendors. **Failure to comply with the City’s BIP Outreach requirements by the deadline will render the Proposal non-responsive.**

PROPOSERS are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and submit it with the RFP. The PROPOSER must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and the work to be provided by each firm.

PROPOSERS must have a bid/quote from each subcontractor listed on their Schedule A prior to submission of the Schedule A. PROPOSERS are encouraged to submit all of their bids/quotes from all responding subcontractors at the time they modify their BAVN BIP Summary Sheet by uploading them to the “BIP Supporting Documents” section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/OBE firms must be submitted prior to the award of the contract.

During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of subcontractor utilization shall be prepared on the “Final Subcontracting Report” form (Schedule C) and certified correct by the CONTRACTOR or its authorized representative. The completed form shall be furnished to LASAN within 15 working days after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact LASAN Centralized Contracts Unit at john.pattison@lacity.org.

Please refer to Attachment G for the BIP Outreach Requirements.

### 8.8 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., Service Contractor Worker Retention Ordinance (SCWRO). PROPOSERS shall refer to Attachment H, “Living Wage Ordinance and Service Contractor Worker Retention Ordinance” for further information regarding the requirements of the ordinances.

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 Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at [http://bca.lacity.org/index.cfm](http://bca.lacity.org/index.cfm). The list of Statutory Exemptions is included in the Attachment.

8.9 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](http://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](http://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](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](http://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](http://bca.lacity.org).
8.10 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 shall refer to Attachment I, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the Ordinance.

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

8.11 Slavery Disclosure Ordinance

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), Disclosure of Border Wall Contracting Ordinance (DBWCO), and Disclosure of Contracts and Sponsorship of the National Rifle Association (NRA Disclosure Ordinance), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, the DBWCO, Section 10.50 of the Los Angeles Administrative Code, and the NRA Disclosure Ordinance, Section 10.52 of the Los Angeles Administrative Code.

You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances 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, DBWCO and the NRA Disclosure Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

8.12 Municipal Lobbying Ordinance

Any PROPOSERS 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, and 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 J.

8.13 Child Support Ordinance
The CITY has adopted an ordinance requiring that all CONTRACTORS and SUBCONTRACTORS performing work for the CITY comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

As a result, every contract that is let, awarded, or entered into with or on behalf of the CITY shall contain the following provision:

“This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements for Contractor employees applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City.

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

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

8.14 Americans with Disabilities Act

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

Names of entities associated with the PROPOSER who may have a 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.

8.16 Contract Bidder Campaign Contribution and Fundraising Restrictions

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, PROPOSERS may not make campaign contributions to and or engage in fundraising for certain elected CITY officials or candidates for elected CITY office from the time they submit the response until either the CONTRACT is approved or, for successful PROPOSERS, 12 months after the CONTRACT is signed. The PROPOSER's principals and subcontractors performing $100,000 or more in work on the CONTRACT, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

PROPOSERs must submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires PROPOSERs to identify their principals, their subcontractors performing $100,000 or more in work on the CONTRACT, and the principals of those subcontractors. PROPOSERs must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. PROPOSERs who fail to comply with CITY law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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

8.17 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.
8.18 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 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.

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.

Please refer to Attachment L for additional information regarding the LBP Program.

8.19 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.

8.20 City Contractor’s Use of Criminal History for Consideration of Employment

Any contract awarded pursuant to this RFP/RFQ will be subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO), Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors 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 FCIHO 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.
Bidders/Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

8.21 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., ‘Disclosure of Border Wall Contracting’. City [or the Department, etc.] may terminate this Contract at any time if City [or the Department, etc.] 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.

8.22 Prevailing Wage on Public Works Projects

Prevailing Wages are required to be paid on public works construction projects. Contractors/Subcontractors are to pay Prevailing Wages in compliance with the Federal and State wage provisions. The prevailing wage is a base pay rate established by Federal and State law to ensure that all construction workers engaged in public works projects are paid adequately for the craft they are working in. It is a combination of an hourly pay rate plus fringe benefits. Public Works projects also require the hiring of apprentices under State law.
APPENDIX

LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Insurance and Bonds</td>
</tr>
<tr>
<td>B</td>
<td>City Business Tax Registration</td>
</tr>
<tr>
<td>C</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>D</td>
<td>Los Angeles Residence Information Form</td>
</tr>
<tr>
<td>E</td>
<td>City of Los Angeles Contract History Form</td>
</tr>
<tr>
<td>F</td>
<td>Intentionally Left Blank</td>
</tr>
<tr>
<td>G</td>
<td>Business Inclusion Program Requirements</td>
</tr>
<tr>
<td>H</td>
<td>Living Wage Ordinance</td>
</tr>
<tr>
<td>I</td>
<td>Contractor Responsibility Ordinance</td>
</tr>
<tr>
<td>J</td>
<td>Municipal Lobbying Ordinance</td>
</tr>
<tr>
<td>K</td>
<td>Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55</td>
</tr>
<tr>
<td>L</td>
<td>Local Business Preference Program</td>
</tr>
<tr>
<td>M</td>
<td>Prevailing Wage – Labor Compliance Manual</td>
</tr>
</tbody>
</table>
Attachment A

Contractor Responsibility Ordinance
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>
</tr>
</thead>
<tbody>
<tr>
<td>City Bid or Contract Number (if applicable) and Project Title</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER/CONTRACTOR INFORMATION

| Bidder/Proposer Business Name | | |
|------------------------------|----------------|
| Street Address               | City | State | Zip |
| Contact Person, Title        | Phone | Fax |

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a 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>
</tr>
</thead>
</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.

<table>
<thead>
<tr>
<th>Print Name, Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
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: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

### FEDERAL ENTITIES

**Federal Department of Labor**
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**
- Environmental Protection Act

**National Labor Relations Board**
- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

### STATE ENTITIES

**California’s Department of Industrial Relations**
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractors’ State Licensing Board

**California’s Department of Justice**

### LOCAL ENTITIES

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

### OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor’s fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

______________________________
Company Name, Address and Phone Number

______________________________
Signature of Officer or Authorized Representative Date

______________________________
Print Name and Title of Officer or Authorized Representative

______________________________
Awarding City Department Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/07/2014)
<table>
<thead>
<tr>
<th>Attachment B</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Business Tax Registration</td>
</tr>
</tbody>
</table>
Please note that if you do any type of Retail or Wholesale sales, you are required to fill out the Tobacco Retailers questionnaire/Application.

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)

Activity:  

Classification  __________  __________  __________  __________  __________  __________  __________  __________

Classification  __________  __________  __________  __________  __________  __________  __________  __________

**Note:** A minimum business tax may be due based on your business activity (ies) for the first year of operation.

**Contact Person:**

Title:  

**Contact Phone Number:**

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:**

**Title:**

**Phone Number:**

**Email:**

For more information, visit our website: finance.lacity.org
Attachment C

Insurance and Bonds
## 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. 

### Limits

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
<td></td>
</tr>
<tr>
<td>Waiver of Subrogation in favor of City</td>
<td></td>
</tr>
<tr>
<td>Longshore &amp; Harbor Workers</td>
<td></td>
</tr>
<tr>
<td>Jones Act</td>
<td></td>
</tr>
<tr>
<td><strong>General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td></td>
</tr>
<tr>
<td>Sexual Misconduct</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong> (for any and all vehicles used for this contract, other than commuting to/from work)</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Liability</strong> (Errors and Omissions)</td>
<td></td>
</tr>
<tr>
<td>Discovery Period</td>
<td></td>
</tr>
<tr>
<td><strong>Property Insurance</strong> (to cover replacement cost of building - as determined by insurance company)</td>
<td></td>
</tr>
<tr>
<td>All Risk Coverage</td>
<td></td>
</tr>
<tr>
<td>Flood</td>
<td></td>
</tr>
<tr>
<td>Earthquake</td>
<td></td>
</tr>
<tr>
<td>Boiler and Machinery</td>
<td></td>
</tr>
<tr>
<td>Builder's Risk</td>
<td></td>
</tr>
<tr>
<td><strong>Pollution Liability</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Crime Insurance</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
</tr>
</tbody>
</table>

Board of Public Works Meeting - July 31, 2020 - PAGE 104
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.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

COVERAGES

The policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

The policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

GENERAL LIABILITY

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

AUTOMOBILE LIABILITY

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

GARAGE LIABILITY

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

EXCESS/UMBRELLA LIABILITY

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

OTHER

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
<td>NAIC</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Los Angeles
Office of the City Administrative Officer, Risk Management
200 North Main Street, Room 1240
Los Angeles, CA 90012

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail ________ days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

ACORD 25 (2001/08) © ACORD CORPORATION 1988
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

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

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

<table>
<thead>
<tr>
<th></th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Participation:</td>
<td>9</td>
</tr>
<tr>
<td>WBE Participation:</td>
<td>4</td>
</tr>
<tr>
<td>SBE Participation:</td>
<td>2</td>
</tr>
<tr>
<td>EBE Participation:</td>
<td>2</td>
</tr>
<tr>
<td>DVBE Participation:</td>
<td>2</td>
</tr>
</tbody>
</table>

NOTE: BIP outreach information and/or assistance may be obtained through LA Sanitation and Environment's Centralized Contracts Unit at (213) 485-3239 or via e-mail at John.Pattison@acity.org.
DEPARTMENT OF PUBLIC WORKS’ POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

SUMMARY

This policy sets forth the Department of Public Works’ rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City’s BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City’s BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. Failure to comply with the City’s BIP outreach requirements will render the response non-responsive and result in its rejection.

Additional information and/or assistance in implementing this Program may be obtained through LA Sanitation and Environment's Centralized Contracts Unit at (213) 485-3239 or via e-mail at John.Pattison@acity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
   a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
   b. A business whose management and daily business operations are controlled by one or more minority persons or women.

2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets one of the following criteria:
   a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed $7 million.
   b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $15 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed $5 million.

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
a. A business that is at least 51 percent owned by one or more disabled veterans; and

b. A business whose daily business operation must be managed and controlled by one or more disabled veterans.

5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

7. Disabled Veteran: For the purpose of this program, the term “Disabled Veteran” shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

8. Certification must be current on the date the Board of Public Works awards a contract for the project if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.

   a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles’ MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women’s Business Enterprise Council West (WBEC)-West) for WBE certifications; or 6) California Public Utilities Commission’s Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. **City of Los Angeles**
   Bureau of Contract Administration, Office of Contract Compliance
   1149 S. Broadway, Suite 300, Los Angeles, CA 90015
   Telephone: (213) 847-2684
   E-mail address: bca.certifications@lacity.org
   Internet address: https://bca.lacity.org/certifications-printable-forms

2. **California Department of Transportation, Office of Business and Economic Opportunity**
   1823 14th Street, Sacramento, CA 95814
   Telephone: (916) 324-1700
   Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity
3. Southern California Minority Supplier Development Council (for a fee)
   800 W. 6th Street, Suite 850, Los Angeles, CA 90017
   Telephone: (213) 689-6960
   Fax: (213) 689-1707
   Internet address: www.scmsdc.org

   400 Corporate Pointe, Suite 300
   Culver City, CA 90230
   Telephone: (310) 461-4361
   E-mail: office@wbec-west.org
   Internet address: www.wbec-west.com

5. California Public Utilities Commission’s Supplier Clearinghouse (CPUC)
   10100 Pioneer Boulevard, Suite 103
   Santa Fe Springs, CA 90670
   Telephone: (562) 325-8685
   Fax: (562) 278-0153
   Internet address: http://www.thesupplierclearinghouse.com/

   b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Small, Local Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles’ SBE and/or EBE certification criteria.

   Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Small, Local Business Enterprise, they can request an SBE and EBE designation on their BAVN company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State’s Microbusiness certification will be considered synonymous with the City’s EBE certification.

   Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
   Bureau of Contract Administration, Office of Contract Compliance
   1149 S. Broadway, Suite 300, Los Angeles, CA 90015
   Telephone: (213) 847-2684
   E-mail: bca.certifications@lacity.org
   Internet address: https://bca.lacity.org/certification

2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
   707 3rd Street, West Sacramento, CA 95605
   Telephone: (916) 375-4940
   E-mail: OSDSHelp@dgs.ca.gov
   Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx
c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

   707 3rd Street, West Sacramento, CA 95605
   Telephone: (916) 375-4940
   E-mail: OSDSHelp@dgs.ca.gov
   Internet address: [https://caleprocure.ca.gov/pages/sbdvbe-index.aspx](https://caleprocure.ca.gov/pages/sbdvbe-index.aspx)

2. **Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)**
   Internet address: [https://www.va.gov/osdbu/](https://www.va.gov/osdbu/)

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subcontractors. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subcontracting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Proposer and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Proposer has obligated itself.

11. Subconsultant: An individual, firm, or corporation having a direct contract with the Proposer for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the proposer.

14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or
commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.

a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, on the date the Board of Public Works awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime Proposer will not be a consideration when determining a prime Proposer’s BIP Outreach. The prime Proposer will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBE’s through subcontracting or materials and supplies acquisition to reach anticipated participation levels.

c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.

g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture respondent.

h. A SBE, EBE, DVBE prime Proposer shall receive pledged participation credit for the work performed by its own workforce.

i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subcontractor has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION
It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor’s Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department’s achievement of its annual goals. A respondent’s BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City’s Business Assistance Virtual Network (BAVN). The BAVN can be accessed at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection. Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent’s BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the BAVN should be reported immediately using the following steps:

1. E-mail BAVN Support at ITA.BAVN@lacity.org.
2. E-mail LA Sanitation and Environment, Centralized Contract Unit at john.pattison@lacity.org.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call 213-485-3239. If there is no answer, leave a voicemail message to document your difficulty.

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

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent’s name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

| 1 | LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION |

The proposer has performed a BIP Outreach in an attempt to obtain potential subcontractor participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subcontracting expectations for the project.

**Required Documentation:** No documentation is required from the proposer.
2 ATTENDED PRE-SUBMITTAL MEETING

The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

**Required Documentation:** An employee of the respondent’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subcontractor the Prime met with at the matchmaking event, and those NAICS codes MUST be included in the opportunity the Prime is bidding on.

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

3 SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACTORS

The proposer has identified the minimum number, as determined by the Department, of specific areas of work that will be performed by subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

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

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

4 WRITTEN NOTICES TO SUBCONTRACTORS

All notifications must be provided utilizing BAVN, and made not less than fifteen (15) calendar days prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

**Required Documentation:** E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subcontractors currently registered on the BAVN. If the proposer is aware of a potential subcontractor that is not currently registered on the BAVN, it is the proposer’s responsibility to encourage the potential subcontractor to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact
person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subcontractors in each specific work area at the time the RFP was uploaded to the BAVN.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

<table>
<thead>
<tr>
<th># of Subcontractors in NAICS Code</th>
<th>% Prime Must Notify</th>
<th>Number Prime Must Notify</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>100%</td>
<td>1-10</td>
</tr>
<tr>
<td>11-20</td>
<td>80%</td>
<td>9-16</td>
</tr>
<tr>
<td>21-50</td>
<td>60%</td>
<td>13-30</td>
</tr>
<tr>
<td>51-100</td>
<td>40%</td>
<td>21-40</td>
</tr>
<tr>
<td>101-200</td>
<td>25%</td>
<td>26-50</td>
</tr>
<tr>
<td>&gt;200</td>
<td>10%</td>
<td>20+</td>
</tr>
</tbody>
</table>

A proposer’s failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN’s notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By “double clicking” on a red box containing “0*” the proposer will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subcontractor responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

### 5 PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested subcontractors with information about the availability of plans, specifications, and requirements for the selected subcontracting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subcontractors. The notification must be performed using the BAVN’s BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subcontractors will meet this requirement. At the time a proposer utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN’s
BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6 NEGOTIATED IN GOOD FAITH

The proposer has responded to every unsolicited offer sent by a Registered Subcontractors using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Board. The proposer must submit a list of all subcontractors for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form;
b) An online Summary Sheet organized by work area, listing the following:
   1) The responses and/or bids received;
   2) The name of the subcontractor who submitted the bid/quote;
   3) The dollar amount of the bid/quote;
   4) A brief reason given for selection/non-selection as a subcontractor;
   5) The subcontractor selected for that work area.

c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the BAVN to the “BIP Supporting Documents” section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subcontractors bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subcontractors as prescribed in the LBPP requirements of the RFP documents, a subcontractor’s LBE status can be considered a reason for selection over a non-LBE subcontractor. All bids/responses received, regardless of whether or not the proposer outreached to the subcontractor, must be submitted and included on the on-line Summary Sheet. To that extent, the City expects the proposer to submit a bid/response from each subcontractor listed on the online Summary Sheet. All potential subcontractors with whom the proposer has had contact outside of the BAVN must be documented on the online Summary Sheet.

The Summary Sheet must be performed using the BAVN’s BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their Summary Sheet. A proposer’s failure to utilize the BAVN’s Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation
process. Proposers must have a bid/quote from each subcontractor listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the BAVN’s BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subcontractors on their Schedule A registered on the BAVN prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7 BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN’s BIP Outreach notification system.

Note: At the time a proposer utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subcontractor responses or is deemed contrary to the intent of this Indicator. City staff will access the BAVN and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN’s BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subcontractors’ participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subcontractors register on the BAVN prior to the award of the contract.

In the event that the Board considers awarding away from a proposer because of the proposer’s failure to supply adequate BIP Outreach documentation, the Board shall afford the proposer an opportunity to present further evidence to the Board prior to a public hearing of the proposer’s BIP Outreach evaluation.

E. SUBCONTRACTOR SUBSTITUTION
In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this program:

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

   a. The Proposer shall request approval of the Board for all substitutions of bid-listed (Schedule A) subcontractors.

   b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subcontractor and the name of the replacement.

2. **MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Substitution:** The Board requires that whenever the Proposer seeks to substitute a bid-listed (Schedule A) subcontractor, the Proposer must perform a BIP Supplemental Outreach to replace the subcontractor.

   a. The Proposer shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available and document the following for submittal:

      1. Name of company contacted; contact person and telephone number; date and time of contact.

      2. Response for each area of work which was solicited, including dollar amounts.

      3. Reason for selection or rejection of sub-bid prospect.

      4. In the event that the Proposer is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Proposer should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

   b. The Proposer shall submit all documentation to the Awarding Authority’s Project Manager who may refer it to the Office of Contract Compliance for review and approval.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Proposer shall request approval for reducing the subcontract by documenting the following for submittal:

   a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.

   b. The reason for the reduction. Specific details should be given in order for the Proposer’s request to be processed promptly.
c. The Proposer shall submit all documentation to the Awarding Authority’s Project Manager.

F. **SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

G. **SUBMITTAL DOCUMENTS**

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

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):
   - During the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C):
   - Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the Proposer or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City’s Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. **AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.
RFP SCHEDULE A
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Work Order Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer:</td>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Phone/Email:</td>
</tr>
</tbody>
</table>

### LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

<table>
<thead>
<tr>
<th>Name, Address, and Phone/Email of Subcontractor</th>
<th>Description of Work or Supply</th>
<th>MBE/ WBE/ SBE/ EBE/ DVBE/ OBE</th>
<th>Certification Agency/ Certification No.</th>
<th>Dollar Value of Subcontract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation

<table>
<thead>
<tr>
<th></th>
<th>Total Dollars</th>
<th>Total Percentage Pledged</th>
<th>Total Dollars</th>
<th>Total Percentage Pledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Participation</td>
<td>$</td>
<td>%</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>SBE Participation</td>
<td>$</td>
<td>%</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>DVBE Participation</td>
<td>$</td>
<td>%</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

### Signature of Person Completing this Form

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**MUST BE SUBMITTED WITH PROPOSAL**
RFP SCHEDULE B
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE UTILIZATION PROFILE

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Work Order Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer:</td>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Phone/Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount (Including Amendments)</th>
<th>This Invoice Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Subcontractor</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Dollars</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>MBE Participation</td>
</tr>
<tr>
<td>SBE Participation</td>
</tr>
<tr>
<td>DVBE Participation</td>
</tr>
</tbody>
</table>

Total Amount Invoiced to Date $ 

<table>
<thead>
<tr>
<th>Signature of Person Completing this Form</th>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

MUST BE SUBMITTED WITH EACH INVOICE
## RFP SCHEDULE C
### FINAL SUBCONTRACTING REPORT

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Work Order Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer:</td>
<td>Address:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Phone/Email:</td>
</tr>
<tr>
<td>Total Contract Amount (Including Amendments) Awarded</td>
<td>$</td>
</tr>
</tbody>
</table>

### MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors)

<table>
<thead>
<tr>
<th>Name, Address, Phone of all Subcontractors Listed on Schedule C</th>
<th>Description of Work or Supply</th>
<th>MBE/ WBE/ SBE/ EBE/ DVBE/ OBE</th>
<th>Certification Agency and Certification Number</th>
<th>Original Dollar Value of Subcontract</th>
<th>Actual Dollar Value of Subcontract*</th>
</tr>
</thead>
</table>

*If the actual dollar value differs from the original dollar value, explain the differences and give details.

<table>
<thead>
<tr>
<th>Total Dollars</th>
<th>Achieved Levels</th>
<th>Pledged Levels</th>
<th>Total Dollars</th>
<th>Achieved Levels</th>
<th>Pledged Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Participation</td>
<td>%</td>
<td>%</td>
<td>WBE Participation</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>SBE Participation</td>
<td>%</td>
<td>%</td>
<td>EBE Participation</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>DVBE Participation</td>
<td>%</td>
<td>%</td>
<td>OBE Participation</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

### Total Final Amount Invoiced

$ 

<table>
<thead>
<tr>
<th>Signature of Person Completing this Form</th>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**
Attachment E

Living Wage Ordinance and Service Contract Worker Retention Ordinance
Living Wage Ordinance and Worker Retention Ordinance

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

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration’s website at https://bca.lacity.org.
<table>
<thead>
<tr>
<th>Attachment F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles Residence Information Form</td>
</tr>
</tbody>
</table>
Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: __________________________________________________________

I. Corporate or Main Office Address:

________________________________________

________________________________________

________________________________________

II Total Number of Employees in Organization: _____

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

___________ and _____________ %
Attachment G

Non-Collusion Affidavit
Non-Collusion Affidavit

The appropriate, authorized operator’s designate must sign and affix the corporate seal (see space below).

I, _____________________________________________________, depose and say that I am

_________________________________ of _______________________________                  (Name and Address of Organization)

(“President”, “Vice President”, etc.)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date:____________________________ at __________________________________
(Month, Day, Year)                                (City, State)

Affix Corporate Seal in the space provided below.
If Corporate Seal is not available, please have this document notarized

(Corporate Seal) I certify or declare under penalty of perjury that the foregoing is correct

________________________________
(Signature)
Attachment H

Municipal Lobbying Ordinance /Bidder Certification CEC Form 50
This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

[ ] Original filing  [ ] Amended filing (original signed on ___________; last amendment signed on ___________)

Bid/Contract/BAVN Number:  Awarding Authority (Department):

Name of Bidder:  Phone:

Address:

Email:

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 a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
         iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. 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.

Date:  ___________________________  Signature:  ___________________________

Name:  ___________________________

Title:  ___________________________
§ 10.40.1

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

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

§ 10.37.1

(l) “Public lease or license”.

(a) Except as provided in (l)(b), “Public lease or license” means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

1. The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or

2. Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or

3. The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

1. The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;

2. The lessee or licensee employs no more than seven (7) people total in the company on and off City property;

3. To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;

4. Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;

5. The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);

6. A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;

7. Public leases and licenses shall be deemed to include public subleases and sublicenses;

8. If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
Attachment I

Labor Compliance Manual
CITY OF LOS ANGELES

LABOR COMPLIANCE MANUAL

Revised May 2014
PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City’s Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California’s Labor Code Section 1771.5.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.

b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.

c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those
Referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier’s check. Cash payments are prohibited.

VII. WORKERS DEFINED

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most
closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer’s Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.
XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee’s standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee’s Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is not an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice
registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: www.dir.ca.gov/DAS).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a “Notice of Reprimand” and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

XII. LIABILITY FOR UNPAID WAGES

a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars ($200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars ($25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor’s obligation to pay prevailing wage rates is met.

b.) The Contract Work Hours and Safety Standards Act (CWHSSA) require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time...
over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of $10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to kickback any portion of their wages. The Copeland (Anti-Kickback) Act is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works’ August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

XV. CERTIFIED PAYROLL RECORDS

a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee’s:

A. name;
B. address;
C. social security number;
D. work classification;
E. straight time hours per day and total per week;
F. overtime hours per day and total per week;
G. gross wages earned this project;
H. gross wages earned on all other projects;
I. itemized deductions;
J. actual per diem wages paid; and
K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City **weekly** through the Department of Public Works Bureau of Contract Administration’s Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor’s agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.

c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.

d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.

e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator’s name appears. Listing any individual as “Owner-Operator” **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations’ Office of Policy, Research and Legislation.

f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars ($100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be
subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

XVI. WORKING HOURS

a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.

b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer’s place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All “hours worked” must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body’s public work project when determining the “hours worked” as noted by the California Supreme Court in Morrillion v. Royal Packing Company (2000) 22 Cal. 4th 575,94 Cal. Rptr.2d3,

“The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. …In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law.” (Id. at p.590.)

In reviewing the history of the IWC’s Wage Order No. 14-80, the California Supreme Court said,
“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ …Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (Id. at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

XVIII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.
PART II
LABOR COMPLIANCE PROGRAM REQUIREMENTS –
FEDERALLY FUNDED/ASSISTED CONSTRUCTION
PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.
The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be pre-empted by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

Contract Administration form BCA-167

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.
The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-2662

For more information, log on to:

http://bca.lacity.org
http://www.dir.ca.gov
http://www.dol.gov
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 of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Name of Organization  Signature

Print Name  Title

Date
<table>
<thead>
<tr>
<th>Attachment K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification Form CEC 55</td>
</tr>
</tbody>
</table>
Bidders who respond to certain City contract solicitations are limited by City law in their ability to financially participate in City elections. They are prohibited from making campaign contributions to and engaging in certain fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete it.

If you have questions about Form 55, please contact the Ethics Commission.
(213) 978-1960
ethics.bidder@lacity.org

Bidder Responsibilities

You are a bidder required to complete Form 55 when all of the following apply:

♦ You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications, RFB (request for bids), or any other written or verbal request to enter into a City contract; and
♦ The contract you seek is expected to be valued at $100,000 or more; and
♦ The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

You are required to do all of the following:

1. **Submit** your Form 55 with your bid or proposal documents to the City department awarding the contract.

2. **Amend** your Form 55 within 10 days if the information in the form changes after you submit it with your bid.

3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.
Page 1: Cover Page and Bidder Information

You must complete all sections on the cover page.

A. Original or Amended Filing

Original Filing – Check this box if this is the first time you are submitting a Form 55 in connection with a City contract that you currently seek or have been awarded.

Amended Filing – Check this box if you are making changes to a Form 55 that was previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

♦ The date that your original Form 55 submission was signed, or
♦ The date that your most recent amendment was signed.

Example 1
Your law firm submitted a Form 55 last month when responding to an RFP with the City Attorney’s Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the “Original Filing” box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the legal services contract with the Port.

Example 2
Your company submitted a Form 55 last week when responding to an RFP with the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. Check the “Amended Filing” box, because your company is submitting an updated version of the Form 55 that was submitted in connection with the same construction services contract with DWP.

B. Reference Number

If applicable, provide the bid number, contract number, RFP number, or other identifying number or code assigned to the bid or potential contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter “N/A” in this box.

C. Date Bid Submitted

Enter the date that you submit your bid or response documents to the City department awarding the contract.

D. Description of Contract

Provide the following information in this section:

♦ Title of the RFP, RFQ, or RFB as listed on the City solicitation documents; and
♦ Description of the services to be provided under the contract sought.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.
E. **City Department Awarding the Contract**

Provide the name of the City department that will be awarding the contract you seek.

F. **Bidder Information**

Provide all of the following information:

- Your full legal name;
- Your street address;
- Your telephone number; and
- Your email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55. Remember to amend your Form 55 to keep this information current.

G. **Schedule Summary**

1. **Schedule A – Bidder’s Principals**

In this section, indicate whether you have principals to disclose. Check only one box in this section. A principal is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of one of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Check the **first box** if you are an individual and do not have other principals.

Check the **second box** if you are an entity (corporation, company, partnership, organization, etc.) or if you are an individual who has other principals. Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

**Example 1**

You are putting together a proposal for a City contract on behalf of your employer, Bidder, Inc. The proposal must include a Form 55. Because Bidder, Inc. is an entity, you must check the second box and disclose Bidder, Inc.’s principals on attached Schedule A pages.

**Example 2**

You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the second box and disclose yourself and those employees as your principals on attached Schedule A pages.

Most bidders are entities that have principals. So most bidders must check the second box and attach Schedule A pages to the cover page.
2. **Schedule B – Subcontractors and Their Principals**

In this section, indicate whether you have one or more subcontractors with subcontracts valued at $100,000 or more on the City contract you seek. Check only one box in this section.

Check the **first box** if you do not have subcontractors with subcontracts worth $100,000 or more.

Check the **second box** if you do have subcontractors with subcontracts worth $100,000 or more. Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

**Example 1**

Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform $50,000 worth of work and XYZ Corporation as another subcontractor that will perform $200,000 worth of work. Check the second box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2**

Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth $30,000; and Beautiful Parks Company, which will perform $85,000 worth of the work. Check the first box, indicating that you do not have any subcontractors with subcontracts valued at $100,000 or more.

3. **Total Number of Pages Submitted**

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

**H. Bidder’s Certification**

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You **understand** and **will comply** with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;

- You have **notified** your principals and subcontractors of the requirements and restrictions; and

- The information you provided in the Form 55 and all attached pages is **true and complete** to the best of your knowledge and belief.
Attachment L

Local Business Preference Program
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 seq. of the Los Angeles Administrative Code

<table>
<thead>
<tr>
<th>Local Business Prime</th>
<th>8%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Or</td>
<td></td>
</tr>
<tr>
<td>Local Business Subcontractor(s)</td>
<td>Up to 5%</td>
</tr>
</tbody>
</table>

NOTE: Local Business Preference Program information and/or assistance may be obtained through LA Sanitation's Centralized Contracts Unit at (213) 485-3239 or via email at John.Pattison@acity.org.
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 seq.*

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://bca.lacity.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 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
disqualification. 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 M

Iran Contracting Act of 2010
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

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) (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) (Print Name)</td>
</tr>
</tbody>
</table>
BPW Meeting - Item (5)

BPW-2020-0461

CD 5

**STREET CLOSURE EXTENSION - METRO WESTSIDE PURPLE LINE EXTENSION PROJECT, SECTION 2 - CONSTELLATION BOULEVARD BETWEEN CENTURY PARK EAST AND AVENUE OF THE STARS**

Recommending the Board:

1. FIND that the Board has reviewed and considered the information in the Metro Westside Purple Line Extension Project, Section 2 Draft Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (Transmittal No. 1) and the Project Final EIS/EIR (Transmittal No. 2);

2. FIND under the California Public Resources Code, Section 21166 and the California Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIS/EIR, there have been no changes with respect to the circumstances under which the temporary street closure being undertaken would require a subsequent EIR or supplemental EIR;

3. ADOPT the March 2012, Mitigation Monitoring and Reporting Program (MMRP)(Appendix I of the Final EIS/EIR) prepared by the Los Angeles County Metropolitan Transportation Authority (Metro), as it pertains to construction impacts;

4. FIND under CEQA Guidelines Section 15091 that changes have been incorporated into the project which substantially lessen the significant environmental effects as identified in the Final EIS/EIR. Further find that there is no feasible alternative or additional feasible mitigation measures within the Board’s powers that would substantially lessen any significant effect the project would have on the environment;

5. ADOPT the attached CEQA Findings of Fact and Statement of Overriding Considerations (Transmittal No. 3) as it pertains to the temporary street closure and find that the economic, social, technological, and other benefits of the project outweigh its significant and unavoidable impacts;

6. ADOPT Westside Purple Line Extension Section 2 Post Notice of Determination - Extension of Temporary Full Closure of Constellation Boulevard
Boulevard for seven months (Transmittal No. 4);

7. SPECIFY that the Metro Transit Division of the Bureau of Engineering (BOE), located at 1149 South Broadway; the Board, located at 200 North Spring Street; and other relevant City of Los Angeles departments are custodians of the documents or other material which constitute the record of the proceedings upon which the Board's decision is based; and

8. APPROVE the request to extend the existing temporary closure of Constellation Boulevard between Century Park East and Avenue of the Stars for seven months, starting Friday, July 24, 2020 at 5:00 pm, and ending Tuesday, February 23, 2021 at 6:00 pm subject to the conditions identified within this report. (Transmittal No. 5).

(W.O. E1907871)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOE BSS 1</td>
</tr>
<tr>
<td>BOE BSS 1 TR1</td>
</tr>
<tr>
<td>BOE BSS 1 TR2</td>
</tr>
<tr>
<td>BOE BSS 1 TR3</td>
</tr>
<tr>
<td>BOE BSS 1 TR4</td>
</tr>
<tr>
<td>BOE BSS 1 TR5</td>
</tr>
<tr>
<td>BOE BSS 1 TR6</td>
</tr>
<tr>
<td>BOE BSS 1 TR7</td>
</tr>
<tr>
<td>BOE BSS 1 TR8</td>
</tr>
<tr>
<td>BOE BSS 1 TR9</td>
</tr>
<tr>
<td>BOE BSS 1 TR10</td>
</tr>
<tr>
<td>BOE BSS 1 TR11</td>
</tr>
<tr>
<td>BOE BSS 1 TR12</td>
</tr>
<tr>
<td>BOE BSS 1 TR13</td>
</tr>
</tbody>
</table>
METRO WESTSIDE PURPLE LINE EXTENSION PROJECT, SECTION 2 - REQUEST TO EXTEND THE EXISTING TEMPORARY CLOSURE OF CONSTELLATION BOULEVARD BETWEEN CENTURY PARK EAST AND AVENUE OF THE STARS FOR SEVEN MONTHS, BEGINNING JULY 24, 2020 AT 5:00 P.M. AND ENDING FEBRUARY 23, 2021 AT 6:00 P.M., DUE TO DELAYS ASSOCIATED WITH MINING OPERATIONS OF THE TUNNEL BORING MACHINE (WORK ORDER NO. E1907871)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. FIND that the Board has reviewed and considered the information in the Metro Westside Purple Line Extension Project, Section 2 (Project) Draft Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) (Transmittal No. 1) and the Project Final EIS/EIR (Transmittal No. 2).

2. FIND under the California Public Resources Code, Section 21166 and the California Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIS/EIR, there have been no changes with respect to the circumstances under which the temporary street closure being undertaken would require a subsequent EIR or supplemental EIR.

3. ADOPT the March 2012, Mitigation Monitoring and Reporting Program (MMRP) (Appendix I of the Final EIS/EIR) prepared by the Los Angeles County Metropolitan Transportation Authority (Metro), as it pertains to construction impacts.

4. FIND under CEQA Guidelines Section 15091 that changes have been incorporated into the Project which substantially lessen the significant environmental effects as identified in the Final EIS/EIR. Further find that there is no feasible alternative or additional feasible mitigation measures within the Board’s powers that would substantially lessen any significant effect the Project would have on the environment.

5. ADOPT the attached CEQA Findings of Fact and Statement of Overriding Considerations (Transmittal No. 3) as it pertains to the temporary street closure and find that the economic, social, technological, and other benefits of the Project outweigh its significant and unavoidable impacts.

6. ADOPT Westside Purple Line Extension Section 2 Post Notice of Determination - Extension of Temporary Full Closure of Constellation Boulevard for seven months. (Transmittal No. 4).

7. SPECIFY that the Metro Transit Division of the Bureau of Engineering (BOE), located at 1149 South Broadway; the Board, located at 200 North Spring Street; and other relevant City of Los Angeles (City) departments are custodians of the documents or other material which constitute the record of the proceedings upon which the Board’s decision is based.
8. APPROVE the request to extend the existing temporary closure of Constellation Boulevard between Century Park East and Avenue of the Stars for seven months, starting Friday, July 24, 2020 at 5:00 pm, and ending Tuesday, February 23, 2021 at 6:00 pm subject to the conditions identified within this report. (Transmittal No. 5).

**CONDITIONS**

1. Pursuant to the City and Metro Master Cooperative Agreement (MMCA), City Council Contract No. C-104288, associated permit fees shall be waived.

2. Permittee shall obtain all approvals for construction work related to the aforementioned street closure prior to implementing any and all street closure related activities.

3. Permittee shall obtain the Los Angeles Police Department (LAPD) exemption from Work Hour Restrictions Permit and comply with all permit conditions for the period from July 24, 2020 to Feb 23, 2021.

4. Permittee shall comply with Peak Hour Exemption conditions in accordance with the Los Angeles Municipal Code Sections 62.61(d) and 80.06.1. The Peak Hour Exemption can be revoked at any time by the City Engineer.

5. Permittee shall comply with all construction-related mitigation measures required in the MMRP.

6. Permittee shall obtain an approval of an exemption from the 2020 Holiday Season Street Closure Restrictions from the BOE.

**TRANSMITTALS**


4. Westside Purple Line Extension Section 2 Post Notice of Determination - Extension of Temporary Full Closure of Constellation Boulevard for seven months.

5. Letter dated July 8, 2020, from Tutor-Perini Corporation and O&G Industries, a Joint Venture (TPOG), a contractor for the Project, requesting an extension for the full street closure of Constellation Boulevard for the assembly and launch of the Tunnel Boring Machine (TBM) at the East end of the Century City/Constellation Station for seven months starting July 24, 2020.
6. The Los Angeles Department of Transportation Traffic Impact Study for the Purple Line Westside Subway Extension Section 2 Constellation Station TBM Launch Box (Constellation Boulevard Additional 7-Month Full Closure Extension), dated July 13, 2020.

7. Copy of the minutes from Metro’s Board hearing on April 26, 2012, at which Metro’s Board approved the Project, and adopted several design refinements.

8. Westside Subway Extension Project, Section 2, (Addendum to the Final EIS/EIR), dated May 2012.


11. Letter from Metro dated July 8, 2020, that summarizes community outreach efforts.

12. E-mail from Jay Greenstein of Council District No. 5, dated July 6, 2020, supporting the Peak Hour Exemption during the full closure of Constellation Boulevard.


**DISCUSSION**

**Background**

This street closure extension request is the latest of five requests to the Board for this same location, Constellation Boulevard between Century Park East and Avenue of the Stars. The four previous Board approvals are:

1) On May 4, 2018, the Board approved a 9-month temporary street closure request from May 7, 2018, to January 31, 2019. This closure was to facilitate the piling, decking, utility support, and excavation of the TBM launch box.

2) On December 14, 2018, the Board approved a 4-month extension of the same temporary closure from February 1, 2019, to June 21, 2019. This extension was due to unforeseen utility conflicts and necessary additional utility relocations.
3) On June 14, 2019, the Board approved a 6-month extension of the same closure from June 22, 2019, to December 22, 2019. This additional extension request to the Board was delayed due to a needed CEQA technical memo, which took time to prepare.

4) On December 16, 2019, the Board approved a 7-month extension of the same closure from December 23, 2019 to July 23, 2020. This extension is due to unforeseen utility conflicts encountered during excavation of the TBM Launch Box.

The current request is to extend the existing street closure for an additional seven months from July 24, 2020 to February 23, 2021. The closure of Constellation Boulevard is for the TBM launch box. The original plan was for the TBM to have advanced and the TBM supporting operations to be relocated to an off-street location by July 23, 2020, the approved end date of the street closure. Metro’s contractor, TPOG, has reported construction delays due to discovery of three “anomalies”, potential abandoned oil well casings, that are located within the alignment of the proposed tunnels beneath Beverly Hills High School. The process of identifying and removal of the three anomalies in conflict with the alignment delayed the initial progress of excavation. Two of these anomalies have been identified as steel casings that required extensive coordination for removal and are scheduled to be completed in November 2020.

All major construction submittals for the work in this closure have been approved by the BOE.

Los Angeles Department of Transportation (LADOT) Traffic Impact Statement (TIS)
The LADOT has reviewed the CEQA Memo and Supplemental TIS (Transmittal No. 10) and prepared their impact statement (Transmittal No. 6), dated July 13, 2020.

The results of the environmental evaluation and Traffic Management Plan (TMP) show that conditions and impacts of the additional closure time are unchanged from those outlined in the original 9-month closure, 4-month, 6-month, 7-month extension evaluation and applications, approved by the Board on May 4, 2018, December 14, 2018, June 14, 2019, and December 16, 2019, respectively. The current ongoing mitigation measures have been and will continue implementation throughout the duration of this additional 7-month closure period.

As with the previously approved closures, the LADOT recognizes that this project has the support of the neighborhood and businesses surrounding Communities and Council District No. 5 office, and therefore, will provide support services to manage traffic conditions as safely and efficiently as possible during the next seven months. Metro and its Design-Build contractors will continue to work closely with the LADOT to monitor conditions, make modifications and adjustments to the TMP as necessary.

CEQA
Assuming the Board is acting as a responsible agency to approve a project subject to the CEQA, the Board must comply with the CEQA prior to granting any permit authorizing the closure of the subject streets. Acting as a responsible agency, the Board must certify that it has considered the environmental effects of the street closures, as shown in the Project
Final EIS/EIR. The Draft and Final EIS/EIR are provided as Transmittal Nos. 1 and 2, and can also be found at:

- [https://www.metro.net/projects/westside/final-eis-eir/](https://www.metro.net/projects/westside/final-eis-eir/)

Metro, acting as CEQA’s lead agency, approved Phase 1 and certified the Final EIS/EIR in April and May 2012 respectively (Transmittal Nos. 7 and 8). In October 2015, Metro released an addendum to the Final EIR to address changes specific to the Constellation Station (Transmittal No. 9). Pursuant to Public Resources Code Section 21166 and the CEQA Guidelines Section 15162, the City must also consider whether there have been any changes to the Project, as it relates to the subject action, since certification of the Final EIS/EIR or new information, which gives rise to prepare a supplemental or subsequent EIR (Subsequent Analysis).

The City has reviewed the proposed changes for the Constellation Station and concur with Metro’s findings of no substantial change with respect to the Project, circumstances, and information. Additionally, there is no substantial increase in previously identified significant and unavoidable impacts. For these reasons, an addendum is sufficient at addressing the construction method changes at Constellation Station and subsequent analysis is not needed.

The Board’s actions that are subject to the CEQA are described elsewhere in this report. The relevant findings of the Final EIS/EIR and associated mitigation measures are summarized in the CEQA Review: Summary of Relevant Findings and Mitigation Measures of Metro’s Street Closure Request (Transmittal No. 10), dated July 13, 2020.

**Effects of Current Proposed Project**

The proposed Project would require temporary full closure of approximately 200 feet of the eastern end of Constellation Boulevard between Century Park East and the first driveway on the north side of the street for the remaining seven months. This will temporarily modify existing traffic patterns as drivers bypass the closed portion of the roadway. The Project requires compliance with the Project’s WTCP, as stated in the Final EIS/EIR. The temporary street closure will be subject to mitigation measures outlined in Recommendation No. 5. As a result, changes or alterations have been required in or incorporated into the Project, which lessens significant impacts. However, as stated in the Final EIS/EIR, residual impacts remain [CEQA Guidelines Section 15091(a)(1)]. These mitigation measures will be enforced by Metro and are required as a condition of approval, as described in the MMRP and conditions of this report. However, potentially significant construction impacts to air quality, traffic, transit, bicycle, and pedestrian circulation would remain after mitigation. The Board finds that there are overriding economic, social,
Joint Report No. 1

Page 6

... technological, and other considerations for approving the Project as outlined in the Statement of Overriding Considerations (Transmittal No. 3), adopted in April 2012.

Recommendation Nos. 1 to 8 fulfill any obligation the Board has as a responsible agency approving a project subject to the CEQA. Under the Board’s previous December 16, 2019 action (as well as for this current action), the Board was and is acting pursuant to the MMCA. In addition, as part of the Project description, the Project already incorporated the mitigation measures required in the MMRP, as described above. Finally, Public Resources Code Section 21080(b)(12) exempts from the CEQA “facility extensions not-to-exceed four miles in length which are required for the transfer of passengers from or to exclusive public mass transit guideway or busway public transit services,” and if the Project is exempt from the CEQA, these additional CEQA actions would not be necessary.

Community Support Statement

According to Metro’s letter dated July 8, 2020 (Transmittal No. 11), Metro is committed to providing advance community notification and mitigation efforts for construction impacts in the Century City neighborhoods in advance of construction activities and during the life of the Project.

Metro has a Board-adopted Construction Relations Program, which evidences the agency’s commitment to conducting public outreach, stakeholder communications and construction impacts coordination, and mitigation. To that end, in January 2017, Construction Relations started informing the public about the full closure of Constellation Boulevard between Century Park East to Avenue of the Stars for Launch Box activities. Since the implementation of the full closure in September 2018, Construction Relations has continued to hold briefings with stakeholders which include details of the work within the closure, the requested 7-month extension, impacts to through traffic and local businesses, alternative forms of access and a description of Metro construction activities in the wider area.

In addition to individual stakeholder briefings, Metro conducts quarterly Purple Line Extension Section 2 Community Construction meetings and Construction Update Building Managers briefings. Metro also presents quarterly briefs to local State, County, and City Elected Official offices at our Elected Official briefings.

Since the design-build construction activities began in September 2018, Metro has received minimal complaints related to the Project. The Construction Relations team continues to communicate regularly with stakeholders and is available and responsive 24/7 in the event a complaint is received through the project hotline or in the field.

Metro will continue to host community meetings to address construction activities, lane reductions, and closures in the Century City/Constellation Station area. Metro will also continue attending meetings held by stakeholder groups during all phases of construction.

Further to its public outreach goals, Metro will employ the following campaigns:

- Up-to-date information on the Project’s website.
• Facebook and Twitter updates.
• Advertisement in local and regional newspapers.
• WAZE notification and advertisement.
• 24/7 Project Hotline.

Council District No. 5 has communicated their support of a peak hour exemption for the 7-month closure dated July 6, 2020 (Transmittal No. 12), associated with this work.

The LAPD has granted an exemption from the noise variance as communicated in a correspondence from Richard M. Tefank, Executive Director, Board of Police Commissioners, for April 23, 2020 to July 23, 2020, dated May 14, 2020, (Transmittal No. 13). The permittee shall obtain a noise variance extension from July 24, 2020 to Feb 23, 2020.

Article 3.3 of the MMCA allows for temporary street closures for the necessity and convenience of the Metro Rail Projects provided that the closure is consistent and compatible with WTCP and Detour Plans as approved by the LADOT. The usual investigation and processing fees are waived at this time as agreed to in the Special Permitting Process. All charges are accumulated under a work order number and billed to Metro for a full reimbursement.

( LH RMK ALM GH GS )

Report reviewed by:
BOE (ADM) and BSS

Report prepared by:
Metro Transit Division
Lawrence Hsu, PE
Principal Civil Engineer
Phone No. (213) 485-4562

LH/RS/07-2020-0077.MTD.gva

Questions regarding this report may be referred to:
Rey Saldivar, Lead Project Reviewer
Phone No. (213) 485-4663
E-mail: Reynaldo.Saldivar@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

Adel H. Hagékhailil, PE
Director
Bureau of Street Services
The complete Draft Environmental Impact Statement/Environmental Impact Report can be found as the web link below:
https://www.metro.net/projects/westside/draft-eis-eir-sept-2010/
The complete Final Environmental Impact Statement/Environmental Impact Report can be found at the web link below:
https://www.metro.net/projects/westside/final-eis-eir/
Findings of Fact and Statement of Overriding Considerations

https://media.metro.net/board/Items/2012/04_april/20120418P&PIitem13AttachmentD.pdf

April 2012
BACKGROUND
A series of environmental technical memorandums have been prepared for the full street closures on Constellation Boulevard (Blvd.), between Century Park West and Century Park East. Beginning with the 2012 Final EIS/EIR it was noted that the maximum full closure on Constellation Boulevard between Century Park East and the underground parking garage entrance to 10100 Constellation Blvd shall be 9 months. However, during the design and construction phase, it was determined that a full closure of Constellation Blvd with a total duration of 15 months during launch of the TBM would be required and could result in lower overall construction impacts to the surrounding community. The 15-month closure was then extended to 22-months. These extensions eliminated the need to accommodate live traffic during construction while keeping access to surrounding businesses open during construction.

Under the same full closure footprint required for the launch box west of Century Park East, Metro is requesting extending the current closure through February 28, 2021 to complete the following efforts:

- Two previously unknown anomalies (obstructions) were identified and located directly in the path of the tunnel boring machines. The obstructions could be best described as abandoned wells with steel casings. The obstructions require further investigation, studies and removal such as these obstructions do not clash with the tunnel boring machines. Therefore, additional time is required to fully identify these obstructions and safely remove them. Beverly Hills Unified School District (BHUSD) is the acting lead for this effort in close coordination with Metro.
- Completion of excavation of the Tunnel Access Shaft to allow the BL tunnel boring machine to start mining beneath the Beverly Hills High School.
- Assembly of the BR tunnel boring machine, beginning of BR tunnel mining from the launch box eastward towards the Tunnel Access Shaft and further into the Beverly Hills High School.
- Relocation of BL and BR TBM support and mucking operations equipment from the Launch Box to the Tunnel Access Shaft.

This closure will improve the overall construction schedule and will minimize future construction impacts to stakeholders after the Citywide COVID-19 emergency business closure is lifted. Traffic will proceed north and south on both Avenue of the Stars and Century Park East while traffic is closed on Constellation Blvd., east of Avenue of the Stars.
Metro’s contractor, Tutor Perini/O&G Industries, A Joint Venture (TPOGJV) has worked with the Century Park property, on the south side of Constellation Blvd., to maintain access to the business from other entrances of the property or from Avenue of the Stars. North and south traffic along Century Park East will also be maintained (in addition to Avenue of the Stars).

PUBLIC OUTREACH
This request was shared with the surrounding property owners in advance to inquire if there were any concerns about performing this work 24/7 during the current City and Statewide restrictions. The outreach consisted of an expedited process of phone calls, texts and email (no physical meetings) following Governor Newsom’s Shelter in Place Mandate. The expedited process of calls took place between March 23 to March 27, 2020, as well as additional outreach with Century Park on June 11, 2020.

The project received full support from the following stakeholders to perform this work, and to close Constellation Blvd. between Avenue of the Stars and Century Park East (at the existing TBM Launch Box closure).

Stakeholders with whom Metro is coordinating include:

- Office of Councilmember Paul Koretz, Council District 5
- Century Park
- Watt Plaza
- The Sun America Building
- Westfield Mall
- TOPA
- Hines

Metro’s Construction Relations team will continue to work closely with local stakeholders and the public relations team supporting the contractor.

BUILDING ACCESS
Access to the affected buildings resulting from the TBM Launch Box closure extension will be maintained. Building employees, service crews, delivery personnel, and visitors will still have access during this closure.

TRAFFIC AND CIRCULATION
Traffic counts are commonly undertaken either automatically (with the installation of a temporary or permanent electronic traffic recording device), or manually by observers who visually count and record traffic on a hand-held electronic device or tally sheet. Existing traffic at this location has been sparse as a result of the Shelter in Place Mandate. Traffic counts were taken on Wednesday, April 1, 2020 for the previously approved extension and updated on May 26 through May 29, 2020 (See table below) based on observing vehicles entering the intersection at Avenue of the Stars and Constellation Blvd.
<table>
<thead>
<tr>
<th>Number of Vehicles at Intersection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Frame</td>
</tr>
<tr>
<td><strong>Traffic Counts AM</strong></td>
</tr>
<tr>
<td>6 am to 7 am</td>
</tr>
<tr>
<td>7 am to 8 am</td>
</tr>
<tr>
<td>8 am to 9 am</td>
</tr>
<tr>
<td><strong>Traffic Counts PM</strong></td>
</tr>
<tr>
<td>1 pm to 2 pm</td>
</tr>
<tr>
<td>2 pm to 3 pm</td>
</tr>
<tr>
<td>3 pm to 4 pm</td>
</tr>
</tbody>
</table>

Traffic counts were taken during the peak hours when people were either coming or leaving work from the nearby office towers. Based on these visual observations, traffic volumes were the highest between 6:00 am – 9:00 am and 1:00 pm to 4:00 pm. During the COVID-19 pandemic, traffic volume was the highest between 3:00 pm – 4:00 pm as normal work hours shifted.

In comparison with the collection of traffic count data from August 22, 2017, intersection counts were taken at the same intersection at Avenue of the Stars and Constellation Blvd. Counts were taken during AM peak of 7:00 am to 10:00 am, and again during PM peak of 3:00 pm to 6:00 pm. AM volumes were 7,799; PM volumes were 7,117 respectively. The average hourly traffic volume is noted in the table below.

<table>
<thead>
<tr>
<th>Number of Vehicles at Intersection (August 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avg. Hourly Traffic Volume</td>
</tr>
<tr>
<td>Time Frame</td>
</tr>
<tr>
<td><strong>Traffic Counts AM</strong></td>
</tr>
<tr>
<td>7 am to 8 am</td>
</tr>
<tr>
<td>8 am to 9 am</td>
</tr>
<tr>
<td>9 am to 10 am</td>
</tr>
<tr>
<td><strong>Traffic Counts PM</strong></td>
</tr>
<tr>
<td>3 pm to 4 pm</td>
</tr>
<tr>
<td>4 pm to 5 pm</td>
</tr>
<tr>
<td>5 pm to 6 pm</td>
</tr>
</tbody>
</table>

Based on this information, current traffic volumes in the 7:00 am hour is less than 20% of the traffic volume in 2017, and the 8:00 am hour is less than 15% of the traffic volume in 2017. The PM peak is similar in contrast with the 3:00 pm hour having approximately 25% of the traffic volume in 2017.
Temporary street closures that could result in traffic disruptions and vehicles shifting to alternative intersections and routes were identified as a temporary adverse impact in the 2019 Section 130(c) Technical Memorandum. Further, the July 2019 Supplemental Traffic Impact Study prepared for the 15-month closure evaluated traffic impacts by changes to level of service (LOS) using 2017 existing traffic conditions, and a similar methodology was applied to determine the impacts for the estimated 22-month full closure using the same 2017 existing conditions. Based on the Westside Subway Extension Final EIS/EIR and 2017 SEIS Traffic Impact Criteria for traffic operations, the following intersections were identified to be significantly impacted during the previous 15-month closure.

- Century Park West and Santa Monica Blvd in the PM peak hour
- Avenue of the Stars and Santa Monica Blvd, in the AM peak hour
- Avenue of the Stars and Constellation Blvd, in the AM and PM peak hour
- Avenue of the Stars and Olympic Blvd, in the AM peak hour
- Century Park East and Santa Monica Blvd, in the PM peak hour

The analysis of this study concluded with the implementation of the same transportation mitigation measures prescribed in the previous environmental documents prepared for the Westside Purple Line Extension, no new adverse effects or effects that would exceed or substantially differ from what was previously disclosed. As noted above, traffic at Avenue of the Stars and Constellation Blvd. has been sparse as a result of the Shelter in Place Mandate as documented by the visual counts noted above, as well as through outreach we have clarified that all impacted stakeholders are expecting a minimal/phased return for businesses or tenants in the area in compliance with the COVID-19 Industry Guidance: Office Workspaces prepared by the California Department of Public Health (May 2020).

CONCLUSION

The proposed work would not result in new impacts and no substantial worsening of previously identified significant and unavoidable impacts (traffic delays) since the current traffic volumes are considerably lower than the 2017 counts. All previous information identified in CEQA Technical Memorandums evaluated previously (June 2019 and December 2019), the full closure in the 2012 Final EIS/EIR, the 2015 Final EIR Addendum remain relevant to the level of effort and construction activities being performed. Further, low trip generation/travel demand is expected to continue for the foreseeable future as a result of the COVID-19 pandemic. Under the California Department of Public Health guidelines, local offices and businesses require a vast majority of their employees to work remotely from now to until August 31, 2020, even if the Governor or Mayor were to lift the current stay at home requirements before this date. Physical distances guidelines such as 6-foot separation; limiting the number of employees in an office at one time and restricting the number of people in an elevator will require businesses to slowly open while still allowing employees to telecommute.
The same mitigation measures prescribed for the previous full closures would be maintained or implemented to reduce construction effects that would be adverse but temporary; therefore, no new or modified mitigation measures would be necessary.

The benefits of allowing and advancing this work will improve the overall construction schedule and minimize future construction impacts to local stakeholders once the COVID-19 Shelter in Place Mandate is fully lifted. This project is also key to greatly improving regional mobility for Los Angeles County residents, as well as those attending the 2028 Summer Olympics scheduled to take place from July 21 to August 6, 2028 in Los Angeles.

At this time, we respectfully request approval of the full street closure of Constellation Blvd. through the end of February 2021 to complete this work with 24-hour shifts for reasons stated above. If you have questions, please contact Roger Martin at MartinR@metro.net or Ms. Anna Noyola at NoyolaA@metro.net.

Sincerely,

Roger Martin, AICP, ENV SP
Senior Planning Manager
July 8, 2020

Mr. Curtis Tran
City of Los Angeles – Bureau of Engineering
1149 S. Broadway, Suite 600
Los Angeles, CA 90015

Reference: Westside Purple Line Extension Project, Section 2 Contract No. C1120

Subject: Extension of Full Street Closure Request – Launch Box at Constellation Boulevard

Dear Mr. Tran,

Tutor Perini Corporation and O & G Industries (TPOG), a Joint Venture, is the Design-Build Contractor for Section 2 of the Westside Purple Line Extension Project.

On December 16, 2019, the Board of Public Works approved a seven (7) month extension to July 23, 2020 for the full closure of Constellation Boulevard at the Launch Box west of Century Park East for the assembly and launching of the Tunnel Boring Machines (TBMs).

TPOG launched the BL TBM on April 30, 2020 and planned on boring the BL tunnel to the TBM Access Shaft, east of Century Park East, walking the TBM through the TBM Access Shaft, and continue boring the BL tunnel beneath Beverly Hills High School.

Once the BL TBM was buried under Beverly Hills High School, TPOG planned on similarly launching the BR TBM and boring the BR tunnel until the BR TBM was buried under Beverly Hills High School, at which time the continuation of the boring of the BL and BR tunnels would be supported from the Tunnel Access Shaft, thereby allowing TPOG to remove the full closure of Constellation Boulevard at the Launch Box and open Constellation Boulevard to traffic by July 23, 2020.

During construction of the Tunnel Access Shaft, three anomalies were identified beneath Beverly Hills High School, indicating the potential presence of steel well casings along the BL and BR tunnel alignments. Two of these anomalies have been confirmed to be steel well casings, which need to be removed before TPOG can tunnel beneath Beverly Hills High School. Removal of these two steel well casings is currently scheduled to be completed in November 2020.

As a result, TPOG will not be able to bury both TBMs under Beverly Hills High School, remove the full closure of Constellation Boulevard at the Launch Box, and open Constellation Boulevard to traffic until February 2021. This is because the boring of the tunnels is supported from the Launch Box until such time as both TBMs are buried under Beverly Hills High School at which time the support for the boring of the tunnels shifts from the Launch Box to the Tunnel Access Shaft.

TPOG therefore requests an additional seven (7) month extension to February 23, 2021 for the full closure of Constellation Boulevard at the Launch Box.
Similar to the process followed for the current extension to July 23, 2020 for the full closure of Constellation Boulevard at the Launch Box, TPOG and Metro will coordinate with the City to update the technical memorandum to receive the necessary environmental approvals for the extension of this closure to February 23, 2021.

Outreach to the stakeholders including residents, businesses and community leaders has continued in an effort to inform the public of this additional seven (7) month extension. TPOG and Metro have implemented appropriate measures to mitigate impacts from construction activities during the current closure and continue to communicate these measures to the stakeholders. These mitigation measures include measures to reduce noise, to minimize traffic delays and to mitigate impacts associated with specific construction activities. In addition, TPOG and Metro are providing timely communication to keep the community informed with regard to current and upcoming construction activities. As a result of these outreach efforts, we have received full support of this additional seven (7) month extension from the Council District and neighboring stakeholders.

Please contact the undersigned if you have any questions or need any additional information.

Sincerely,

Chris Dixon
Project Manager

cc: Los Angeles County Metropolitan Transportation Authority
Date: July 13, 2020

To: Curtis V. Tran, Civil Engineer
Department of Public Works
Bureau of Engineering

From: Christopher Hy, Transportation Engineer
Department of Transportation
Metro Programs Division

Subject: LADOT TRAFFIC IMPACT STATEMENT FOR THE PURPLE LINE WESTSIDE SUBWAY EXTENSION SECTION 2 CONSTITLLATION STATION TBM LAUNCH BOX {CONSTITLLATION BOULEVARD ADDITIONAL SEVEN (7)-MONTH FULL CLOSURE EXTENSION}

The Los Angeles County Metropolitan Transportation Authority (Metro) has formally requested an additional seven (7)-month extension of the Constellation Boulevard full closure. Prior to this request, the Board of Public Works (BPW) approved the original nine (9)-month closure, plus a six (6)-month extension, and a seven (7)-month extension on 5/4/2018, 6/14/2019, and 12/16/2019, respectively. Due to delays in completing utility relocations required in advance of the original May 2018 closure, implementation of the closure did not occur until September 2019. The BPW approved this four (4)-month start delay on 12/14/2018.

Since the last traffic evaluation, there was a discovery of two anomalies (obstructions) that are directly in the paths of the Tunnel Boring Machines (TBM), preventing the construction contractor from performing the work as anticipated. The extension of the current TBM Launch Box closure through February 28, 2021 is needed for the following:

- Completion of the investigation, study, and removal of the two anomalies (obstructions) under the Beverly Hills High School.
- Completion of excavation of the Tunnel Access Shaft to allow the BL tunnel boring machine to start mining beneath the Beverly Hills High School.
- Assembly of the BR tunnel boring machine.
- Relocations of BL and BR TBM support and mucking operations equipment from the Launch Box to the Tunnel Access Shaft.
This delay and additional time extension was not previously anticipated or analyzed in the full-closure and extension evaluations of those earlier applications; therefore, a separate environmental analysis is required for the proposed seven (7)-month extension. A California Environmental Quality Act (CEQA) Technical Memorandum was prepared to evaluate the impacts, under CEQA, associated with extending the full closure of Constellation Boulevard from 22 months to 29 months. The CEQA Memo also included a Supplemental Traffic Impact Study (STIS) to evaluate the traffic impacts associated with the additional full-closure extension. The STIS assumes the same baseline conditions as presented in the 2017 Final Supplemental Environmental Impact Study (SEIS), which was used in the evaluation of the current 22-month closure.

The CEQA Memorandum concludes that the extension of the temporary full closure of Constellation Boulevard from 22 months to 29 months would result in: (1) no additional traffic impacts; (2) no new short-term (construction-related) impacts; (3) no new long-term (operations-related) impacts; (3) no increase in the severity of impacts beyond those that were previously identified in the 2012 Final Environmental Impact Statement (EIS)/Environmental Impact Report (EIR), or the 2015 Addendum that would require preparation of a Supplemental EIR. The CEQA Memo has been reviewed by the Los Angeles Bureau of Engineering (LABOE) Environmental Management Group, and was summarized in an Interdepartmental Memo dated July 13, 2020.

Results of the environmental evaluation and Traffic Management Plan (TMP) show that conditions and impacts of the additional closure time are unchanged from those outlined in the original 9-month closure evaluation, or the 6-month and the 7-month extension evaluations and applications, approved by the Board of Public Works (BPW) on 5/4/2018, 6/14/2019, and 12/16/2019 respectively.

The mitigation measures outlined in the above-identified previous evaluations have been and will continue to be implemented throughout the duration of this additional seven (7)-month closure period. The Worksite Traffic Control Plans (WTCP) for the closure have been approved by LADOT and is included in the attachment.

As with the previously-approved closures, LADOT recognizes that this Project is supported by the businesses, surrounding Communities and Council District 5 office, and therefore, will provide support services to manage traffic conditions as safely and efficiently as possible during the proposed 29-month construction period. Metro and its Design-Build contractors will continue to work closely with LADOT to monitor conditions and make modifications and/or adjustments to the Traffic Management Plan (TMP) as necessary.

Attachment: WTCP for the seven (7)-month TBM Launch Box Extension
MINUTES
NOTE CORRECTED MEETING START TIME

Regular Board Meeting
Board of Directors

One Gateway Plaza
3rd Floor Board Room

Called to Order at: 9:48 a.m.

Directors Present:

Antonio Villaraigosa, Chair
Michael Antonovich, 1st Vice Chair
Diane DuBois, 2nd Vice Chair
John Fasana
José Huizar
Richard Katz
Don Knabe
Gloria Molina
Ara J. Najarian
Pam O’Connor
Mark Ridley-Thomas
Mel Wilson
Zev Yaroslavsky
Michael Miles, non-voting member

Officers

Arthur T. Leahy, Chief Executive Officer
Michele Jackson, Board Secretary
Karen Gorman, Ethics Officer
Karen Gorman, Acting Inspector General
County Counsel, General Counsel

Los Angeles County
Metropolitan Transportation Authority

Metro

TRANSMITTAL No. 07
13. APPROVED AS AMENDED BY VILLARAIGOSA, YAROSLAVSKY AND KATZ:

A. the Project Definition for the Westside Subway Extension Project through the Wilshire/La Cienega station, which is based on a portion of the Locally Preferred Alternative (LPA) of a 9.0 mile Heavy Rail subway project previously designated by the Board in October 2010 and which incorporates several station, alignment and phasing refinements, including:

1. An Initial Construction Segment Interim Terminus extended from Wilshire/Fairfax to Wilshire/La Cienega, to be effectuated in the event that funding can only build less than the full 9-mile project;

2. Station locations and alignments for the westernmost three stations as follows:
   a) Century City Station location under Constellation Boulevard at Avenue of the Stars with corresponding subway alignments between Beverly Hills and Westwood;
   b) Westwood/UCLA Station under Wilshire Boulevard at Westwood Boulevard with corresponding subway alignment;
   c) Westwood/Veterans Administration (VA) Hospital Station south of Wilshire Boulevard between the I-405 Freeway and Bonsall Avenue with corresponding subway alignment.

2. 3. Station entrances and construction staging sites for three-seven stations as follows:

   a) Wilshire/La Brea Station entrance on the northwest corner with two construction staging sites on the north and south sides of Wilshire Boulevard between La Brea and Detroit Avenue;
   b) Wilshire/Fairfax Station entrance on the southeast corner of Wilshire and Orange Grove Avenue northwest corner (west of Johnnie's) with two construction staging sites on the northwest corner and on the south side of Wilshire Boulevard between Orange Grove and Ogden Drive;
   c) Wilshire/La Cienega Station entrance on the northeast corner with two construction staging sites on the northeast corner and on the northwest corner of Wilshire Boulevard and Gale Drive; (Continued)
3.4 Rail Storage and Maintenance Facility expansion of Metro Division 20 located in Downtown Los Angeles and other support facilities including special track work (crossovers, tail tracks, etc.), traction power substations, emergency generators and vent shafts as identified in the FEIS/FEIR volume 3 - Appendices A and B.

B. certifying the Westside Subway Extension Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR);

C. authorizing the Chief Executive Officer to file a Notice of Determination with the Los Angeles County Clerk and State of California Clearinghouse; and

D. adopting the:
   1. Finding of Fact and Statement of Overriding Considerations in accordance with the California Environmental Quality Act (CEQA); and

(Continued)
25. APPROVED ON CONSENT CALENDAR authorizing the Chief Executive Officer to execute **multiple award audit services agreement**:

   A. execute a five-year, fixed rate multiple award agreement, with the firms listed, inclusive of two one-year options, effective July 1, 2012 for a cumulative total amount not to exceed $8,800,000;

   B. execute Task Orders under these contracts for services for a total amount not to exceed $8,800,000; and

   C. execute contracts with additional qualified firms during the course of the five-year agreement within the above total amount not to exceed $8,800,000, should there be a need to expand the panel.

26. APPROVED ON CONSENT CALENDAR authorizing the Chief Executive Officer to purchase **All Risk Property and Boiler and Machinery insurance policies** for all property for a not to exceed price of $2.33 million for the 12-month period May 10, 2012 through May 10, 2013.
Addendum

May 2012
The mitigation measures will be the same whether the LPA is constructed under the Concurrent Construction Scenario or under the Phased Construction Scenario.

**Air Quality**

The assessment of the air quality construction impacts used factors from the California Air Resources Board’s Urban Emissions Model (URBEMIS), the California Air Resource Board’s EMFAC2011 mobile source emission factors, the Road Construction Emissions Model, Version 6.3.2 (REEM) developed by the Sacramento Metropolitan Air Quality Management District, and SCAQMD’s OFFROAD 2007 emission factors.

Based on CEQA guidelines, the significance criteria established by the applicable air quality management or air pollution control district, in this case SCAQMD, may be relied upon to make the following determinations. CEQA also considers that a project would result in significant impacts if it would:

- Conflict with or obstruct implementation of the applicable air quality plan
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)
- Expose sensitive receptors to substantial pollutant concentrations
- Create objectionable odors affecting a substantial number of people.

As the construction is at set locations along the LPA alignment, construction emissions were estimated for each major construction element and for the entire Study Area. **Highest daily** emissions for each construction element for each scenario are shown in Table 4-64 and Table 4-65, along with the estimated **highest daily** construction **daily** emissions for the entire Project, **assuming that each emission source will occur during the same peak period.** The results in Table 4-64 and Table 4-65 reflect the highest daily emission levels for each activity. The totals presented in this table reflect the highest daily emissions for all activities combined; therefore, the peak total emissions may not add up to the total of each activity presented since their peaks may occur on different days.

**Emissions**

**America Fast Forward (30/10) Scenario (Concurrent Construction)**

The majority of emissions will occur as a result of removal and transport of soils for disposal from tunneling and excavation activity. The TBMs use electric power, will be connected to the electric grid, and thus will not generate air emissions. Diesel trains (mine trains) will be used in the tunnel to transport workers, pre-cast concrete tunnel liner segments, and other materials to the TBM. The trains also remove spoils if not removed through a slurry transport system. The soil spoils generated by the tunnel will be hauled to a landfill or other disposal area using trucks. Approximately **40 to 100 80 to 120**-haul truck trips will be generated to remove the excavated material each day per station.
Chapter 4—Environmental Analysis, Consequences, and Mitigation

The travel emissions from the commute trips of construction workers will be a function of vehicle emission rates and commute distances. The travel emissions will contribute emissions to a lesser extent than the haul trucks.

As shown in Table 4-64, SCAQMD thresholds will be exceeded for NOx, PM2.5, and PM10 all pollutants prior to mitigation when the total Concurrent Construction Scenario emissions over the duration of the construction period are accounted for. This is due to the accelerated schedule that has been developed to minimize the disturbances that construction can bring to the residents and businesses within the LPA area.
<table>
<thead>
<tr>
<th>Activity</th>
<th>VOC</th>
<th>CO</th>
<th>NOₓ</th>
<th>PM₁₀</th>
<th>PM₂.₅</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Typical Station with a TBM entry/exit site, such as Wilshire/La Brea Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>1974</td>
<td>44164</td>
<td>79406</td>
<td>378</td>
<td>338</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td>86186</td>
<td>18</td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>65</td>
<td>3648</td>
<td>14750</td>
<td>3118</td>
<td>29</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>1227</td>
<td>74194</td>
<td>173436</td>
<td>90195</td>
<td>2342</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Typical Station without a TBM entry/exit site, such as Wilshire/Fairfax Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>294</td>
<td>29192</td>
<td>47327</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td>5164</td>
<td>11</td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>38</td>
<td>2236</td>
<td>51289</td>
<td>52</td>
<td>12</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>937</td>
<td>51335</td>
<td>71162</td>
<td>5332</td>
<td>1223</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Maintenance Facility</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>526</td>
<td>2998</td>
<td>67201</td>
<td>39</td>
<td>38</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td>5164</td>
<td>1114</td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>17</td>
<td>1537</td>
<td>44</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>627</td>
<td>49129</td>
<td>71225</td>
<td>5463</td>
<td>1220</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Concurrent Construction Scenario</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>70236</td>
<td>4371054</td>
<td>1058167</td>
<td>568709</td>
<td>138203</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
</tbody>
</table>

*Total construction emissions assumes that each emission source will occur during the same peak period, which is highly unlikely; therefore, the peak total emissions may not add up to the total of each activity presented since their peaks may occur on different days.*
### Table 4-65. Estimated Highest Daily Construction Impacts for Phased Construction Scenario Construction Elements (pounds/day)

<table>
<thead>
<tr>
<th>Activity</th>
<th>VOC</th>
<th>CO</th>
<th>NOx</th>
<th>PM_{10}</th>
<th>PM_{2.5}</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Typical Station with a TBM entry/exit site, such as Wilshire/La Brea Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>1274</td>
<td>46164</td>
<td>87406</td>
<td>418</td>
<td>418</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>65</td>
<td>3648</td>
<td>14750</td>
<td>23</td>
<td>23</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>1477</td>
<td>68194</td>
<td>196436</td>
<td>140395</td>
<td>3242</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Typical Station without a TBM entry/exit site, such as Wilshire/Fairfax Station</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>728</td>
<td>31402</td>
<td>50137</td>
<td>32</td>
<td>22</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>23</td>
<td>2236</td>
<td>5129</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>831</td>
<td>49135</td>
<td>93162</td>
<td>5272</td>
<td>2222</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Maintenance Facility</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>626</td>
<td>3398</td>
<td>70221</td>
<td>39</td>
<td>38</td>
</tr>
<tr>
<td>Dust Generated from Dirt Handling (Excavation, Backfilling, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Sources (Deliveries, worker trips, hauling of material, etc.)</td>
<td>11</td>
<td>1531</td>
<td>44</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>627</td>
<td>48129</td>
<td>74225</td>
<td>5463</td>
<td>1320</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Phase 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>31334</td>
<td>197544</td>
<td>431809</td>
<td>284198</td>
<td>6894</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Phase 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>31334</td>
<td>212564</td>
<td>435809</td>
<td>284442</td>
<td>68103</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
<tr>
<td><strong>Phase 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Highest Daily Total</strong></td>
<td>31334</td>
<td>212564</td>
<td>435809</td>
<td>284442</td>
<td>68103</td>
</tr>
<tr>
<td>SCAQMD Thresholds</td>
<td>75</td>
<td>550</td>
<td>100</td>
<td>150</td>
<td>55</td>
</tr>
</tbody>
</table>

*Total construction emissions assumes that each emission source will occur during the same peak period; which is highly unlikely, therefore, the peak total emissions may not add up to the total of each activity presented since their peaks may occur on different days.*
Metro Long Range Transportation Plan Scenario (Phased Construction)

As shown in Table 4-65, SCAQMD thresholds for NOx, PM_{2.5}, and PM_{10} will be exceeded under each construction phase prior to mitigation for all pollutants, except for CO in Phase 1, when the total emissions over the duration of the construction period are accounted for. This is due to the magnitude of the project and the schedule that has been developed to minimize the disturbances that construction can bring to the residents and businesses within the LPA area.

As shown in Table 4-65, SCAQMD thresholds will be exceeded for all pollutants over the duration of the construction period.

Mitigation Measures

To reduce air quality emission impacts related to construction activities, the following mitigation measures are recommended to be implemented:

- **CON-6—Meet Mine Safety (MSHA) Standards**
  Tunnel locomotives (hauling spoils and other equipment to the tunnel heading) will be approved by Metro to meet MSHA standards.

- **CON-7—Meet SCAQMD Standards**
  Metro and its contractors will set and maintain work equipment and standards to meet SCAQMD standards, including NOx.

- **CON-8—Monitoring and Recording of Air Quality at Worksites**
  Monitoring and recording of air quality at the worksites will be conducted. In areas of gassy soil conditions (Wilshire/La Brea and Wilshire/Fairfax work sites), air quality will be continuously monitored and recorded. Construction will be altered as required to maintain a safe working atmosphere. The working environment will be kept in compliance with federal, state, and local regulations, including SCAQMD and Cal/OSHA standards.

- **CON-9—No Idling of Heavy Equipment**
  Metro specifications will require that contractors not unnecessarily idle heavy equipment.

- **CON-10—Maintenance of Construction Equipment**
  Metro will require its contractors to maintain and tune engines per manufacturer’s specifications to perform at EPA certification levels, where applicable, and to perform at verified standards applicable to retrofit technologies. Metro will also require periodic, unscheduled inspections to limit unnecessary idling and to ensure that construction equipment is properly maintained, tuned, and modified consistent with established specifications.

- **CON-11—Prohibit Tampering of Equipment**
  Metro will prohibit its contractors from tampering with engines and require continuing adherence to manufacturer’s recommendations.
Chapter 4—Environmental Analysis, Consequences, and Mitigation

- **CON-12—Use of Best Available Emissions Control Technologies**
  Metro will encourage its contractors to lease new, clean equipment meeting the most stringent of applicable federal or state standards (e.g., Tier 3 or greater engine standards) or best available emissions control technologies on all equipment.

- **CON-13—Placement of Construction Equipment**
  Construction equipment and staging zones will be located away from sensitive receptors and fresh air intakes to buildings and air conditioners.

These mitigation measures will help to reduce air quality particulate matter impacts, but it is unlikely—given the current construction plan—that levels, especially NOx, will be below the SCAQMD threshold during construction. Therefore, adverse effects will remain after mitigation.

**Particulate Matter**

**America Fast Forward (30/10) Scenario (Concurrent Construction)**
Demolition, grading, stockpiling, and hauling soil will contribute to particulate matter emissions affecting the local environment. Excavated soil will be separated from the slurry and stockpiled on the surface for up to two or three days. The soil stockpiles will be subject to local wind conditions and will generate dust if allowed to dry out. At locations with TBM entry and exit sites due to dirt handling, the SCAQMD thresholds for PM$_{10}$ will be exceeded, if not mitigated, resulting in adverse effects. With the mitigation proposed, it is predicted that PM$_{10}$ at each site and within the Study Area will be below the SCAQMD threshold levels.

Dust from handling wet slurry and spoils generated by the TBM are not expected to be a problem. Dust could be generated by the slurry treatment plant when the bentonite is mixed; however, the treatment plant includes a “bag house” to collect dust during the mixing process. Bag houses typically filter at least 99 percent of fine particulate matter. As a result, the slurry treatment plant will generate minimal dust emissions and will not result in an adverse effect.

**Metro Long Range Transportation Plan Scenario (Phased Construction)**
Demolition, grading, stockpiling, and hauling soil will contribute to particulate matter emissions affecting the local environment. Excavated soil will be separated from the slurry and stockpiled on the surface for up to two or three days. The soil stockpiles will be subject to local wind conditions and will generate dust if allowed to dry out. At locations with TBM entry and exit sites due to dirt handling, the SCAQMD thresholds for PM$_{10}$ will be exceeded, if not mitigated, resulting in adverse effects. With the mitigation proposed, it is predicted that PM$_{10}$ at each site and within the Study Area will be below the SCAQMD threshold levels.

Dust from handling wet slurry and spoils generated by the TBM are not expected to be a problem. Dust could be generated by the slurry treatment plant when the bentonite is mixed; however, the treatment plant includes a “bag house” to collect dust during the mixing process. Bag houses typically filter at least 99 percent of fine particulate matter.
As a result, the slurry treatment plant will generate minimal dust emissions and will not result in an adverse effect.

**Mitigation Measures**

To reduce air quality particulate matter impacts related to construction activities, the following mitigation measures are recommended to be implemented:

- **CON-14—Measures to Reduce the Predicted PM10 Levels**
  Mitigation measures such as watering, the use of soil stabilizers, etc. will be applied to reduce the predicted PM10 levels to below the SCAQMD daily construction threshold levels. A watering schedule will be established to prevent soil stockpiles from drying out.

- **CON-15—Reduce Street Debris**
  At truck exit areas, wheel washing equipment will be installed to prevent soil from being tracked onto city streets, and followed by street sweeping as required to clean streets.

- **CON-16—Dust Control During Transport**
  Trucks will be covered to control dust during transport of spoils.

- **CON-17—Fugitive Dust Control**
  To control fugitive dust, wind fencing and phase grading operations, where appropriate, will be implemented along with the use of water trucks for stabilization of surfaces under windy conditions.

- **CON-18—Street Watering**
  Surrounding streets at construction sites will be watered by trucks as needed to eliminate air-borne dust. In keeping with Metro’s prior policy on the Eastside Gold Line, the contractor will water streets in the station area impacted by dust not less than once a day and more often if needed.

- **CON-19—Spillage Prevention for Non-Earthmoving Equipment**
  Provisions will be made to prevent spillage when hauling materials and operating non-earthmoving equipment. Additionally, speed will be limited to 15 mph for these activities at construction sites.

- **CON-20—Spillage Prevention for Earthmoving Equipment**
  Provisions will be made to prevent spillage when hauling materials and operating earth-moving equipment. Additionally, speed will be limited to 10 mph for these activities at construction sites.

- **CON-21—Additional Controls to Reduce Emissions**
  EPA-registered particulate traps and other appropriate controls will be used where suitable to reduce emissions of particulate matter and other pollutants at the construction site.
The complete Addendum to the Final Environmental Impact Report can be found at the web link below:
Date: July 13, 2020
To: Lawrence Hsu, Division Engineer
Metro Transit Division
From: Maria Martin, Environmental Affairs Officer
Environmental Management Group


The Environmental Management Group has reviewed the requested street closure and California Environmental Quality Act (CEQA) documentation, subject to this Board of Public Works action. The relevant findings of the Westside Subway Extension Project Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR)¹, Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR)², CEQA Addendum to the FEIR³, and associated mitigation measures are summarized below:

Transportation Impacts and Mitigation

The construction related Transportation Impacts and Mitigation of the Project were evaluated in Sections 3.8 and 4.15 of the Final EIS/EIR. Potential construction related transportation impacts of the Project could involve construction detours as well as construction-related obstacles to existing transit, parking, bicycle facilities, and pedestrians. Truck traffic volume will increase during construction of the Project along anticipated haul routes. Traffic impacts associated with Project construction include reduced roadway traffic lanes and temporary street closures which could result in major traffic disruptions and bottlenecks. Additionally, commercial driveways may be subject to reduced access around construction sites. Emergency vehicle access (e.g. police, fire and rescue, and ambulance) in and around construction work sites may be affected by lane closures and/or temporary street closures. Further, bus service will be impacted by temporary street closures and will require the temporary rerouting of bus lines and bus stop locations. This will result in additional transit travel time for bus riders.

¹ https://www.metro.net/projects/westside/draft-eis-eir-sept-2010/
² https://www.metro.net/projects/westside/final-eis-eir/
Additionally, existing on-street parking and loading zones will be temporarily removed and a number of off-street parking spaces will be removed during construction. Finally, pedestrian and bicycle access in and around construction work sites will be impacted as a result of street and sidewalk closures and disruptions to bike routes.

As concluded in the Final EIR/EIS, potentially significant construction-related impacts to traffic and circulation, public transportation, parking, and pedestrian and bicycle access would remain after mitigation.

**Impacts**

- Traffic circulation disruption.
- Bus service rerouting and increased transit travel time.
- Existing on-street parking, off-street parking, and on-street loading zones will be temporarily removed.
- Pedestrian and bicycle access in and around construction sites will be temporarily disrupted.

**Reference:** Final EIS/EIR Sections 3.8 and 4.15.3.

**Mitigation Measures**

**TCON-1 Traffic Control Plans:** Site-specific traffic control plans will be developed to minimize construction for each work zone location. These locations will include, but not be limited to utility relocations, stations, crossovers, laydown areas, TBM launch and removal locations, emergency exit shafts, station entrances, drop pipes, and grout injection. Traffic control plans will follow state and local jurisdiction guidelines and standards. Traffic control plans will be developed for Wilshire, Santa Monica, and Constellation Boulevards and north-south streets including, but not limited to, La Brea Avenue, Fairfax Avenue, La Cienega Boulevard, Rodeo Drive, Beverly Drive, Canon Drive, Century Park East, Avenue of the Stars, Westwood Boulevard, Veteran Avenue, Sepulveda Boulevard, I-405 ramps to/from eastbound Wilshire Boulevard, and Bonsall Avenue. Traffic control plans will encompass the following:

- Minimum lane widths;
- Number of available travel lanes;
- Number, length, and location of temporary right and left-turn lanes;
- Temporary street closures and detour routes;
- Traffic-control devices;
- Temporary traffic signals and street lighting;
- Temporary pedestrian access and routes;
- Temporary bicycle routes;
- Temporary driveway access;
- Temporary business access; and
- Construction site phasing.

To facilitate traffic flow and mitigate major disruption and bottlenecks due to construction, advanced traffic control will extend beyond one arterial street on each side of each station construction location. This will help disperse peak-hour traffic flows onto the adjacent arterial street network. Business owners will be interviewed to identify the type of business, delivery and shipping schedules, and critical days/times of years for the business. Traffic-control plans will incorporate this information. Specific street closures will be developed in close coordination with the local jurisdictions during the final design phase.

**TCON-2 Designated Haul Routes:** Designated truck haul routes using arterial streets are intended to minimize noise, vibration, and other possible impacts to adjacent businesses, schools, major commercial developments, and residential neighborhoods. Metro will incorporate the following objectives into its truck haul route plans:

- Establish nighttime truck haul operations times/days for each route. Truck haul operations will not be allowed in the AM and PM peak hours, in residential neighborhoods (where feasible), during noise restriction hours and special events, holiday season restrictions, and as restricted by State and local jurisdictional mandates.
- Establish truck haul headways to avoid platoons of trucks upon local arterial streets and freeways. Establish a vehicle dispatching system at construction laydown areas and off-site locations to monitor and address truck headway issues as they arise.
- Develop truck haul routes for each site in coordination with and approved by State and local jurisdictions.
- Incorporate comments and issues from State and local jurisdictions into the final approved truck haul routes and truck haul operation schedules.

**TCON-3 Emergency Vehicle Access:** Emergency vehicle access will be maintained at all times to the construction work site, adjacent businesses, and residential neighborhoods. In addition, emergency vehicle access will be maintained at all times to and from fire stations, hospitals, and medical facilities near the construction sites and along the haul routes. Project construction activities and haul route operations will be coordinated with local law enforcement representatives and fire department officials during the final design phase.

**TCON-4 Transportation Management Plan:** Once subway construction sequencing/phasing and the truck haul routes have been concurred upon by Metro and reviewed by local jurisdictions and Caltrans, an overall Locally Preferred Alternative (LPA) Transportation Management Plan (TMP) will be developed with and approved by Metro and other appropriate agencies. The TMP will include the following:
• Public information (e.g., media alerts, website);
• Traveler information (e.g., traffic advisory radio, changeable message signs [CMS]);
• Incident management (e.g., TMP coordination, tow truck services);
• Construction (e.g. detour routes, haul routes, mitigation, construction times);
• Demand management (e.g., carpooling, express bus service, variable work hours, parking management); and
• Coordination with concurrent projects.

The TMP will also address individual and overlapping haul route impacts and will address impacts resulting from concurrent and overlapping station(s) and tunnel excavation work.

**TCON-5 Coordination with Planned Roadway Improvements**: Construction of the subway and new station locations will be coordinated with local jurisdictions for future programmed projects, such as the Wilshire Bus Rapid Transit project.

**TCON-6 Temporary Bus Stops and Route Diversions**: Construction impacts to local and regional transit operations (e.g., Metro Bus, Santa Monica Big Blue Bus, Culver City Bus, LAX Flyaway, DASH, and UCLA Campus Shuttle) will be mitigated to minimize impacts to the degree possible at each station construction location. Impacts to local and regional transit will be mitigated through, but not be limited to, the use of temporary relocated bus stops and temporary route diversions. Impacts to local and regional transit operations will be coordinated with each transit agency and/or provider. In addition, the Final Design-level mitigation proposals will be approved by the transit agency and/or provider and the local jurisdictions and incorporated into the TMP.

**TCON-7 Parking Management**: A parking management program will be developed to minimize impacts due to temporary removal of on- and off-street parking within the construction work zone. The program will incorporate appropriate parking control measures, replacement parking within a reasonable distance from the affected parking locations, if available, or other transportation demand management (TDM) strategies. Development of the parking management program will be coordinated with the appropriate local jurisdictions and affected communities or property owners and be incorporated into the TMP.

**TCON-8 Parking Monitoring and Community Outreach**: In addition, a parking monitoring and community outreach program will be established during the construction phase of the Project to monitor on-street parking activity. If a parking shortage is identified during construction, Metro will work with the appropriate local jurisdiction and affected communities or property owners to assess the shortage level and implement mitigation as part of the parking management program.
TCON-9 Construction Worker Parking: Metro will require that all construction contractors identify adequate off-street parking for construction workers at Metro-approved locations. This will occur for each construction site to minimize additional loss of parking. Metro will work with construction contractors on implementation of adequate off-street parking for construction workers.

TCON-10 Pedestrian Routes and Access: Safe pedestrian routes and access will be provided through and/or adjacent to construction work areas. Pedestrian routes and access, including temporary pedestrian facilities, will comply with the requirements of the ADA and must be properly signed and lighted. Special facilities, such as handrails, fences, and walkways, will be provided for pedestrian safety. Temporary pedestrian routes and access concerns will be addressed with, but not limited to, local residents, the VA Hospital, schools, and businesses and approved by the local jurisdiction. Pedestrian routes and access will be monitored and maintained throughout construction.

T-11 Provide High Visibility Crosswalk Treatments: Metro will provide highly visible crosswalk treatments at intersections affected by LPA construction, following the Metro Rail Design Criteria.

TCON-11 Bicycle Paths and Access: Bicycle traffic (e.g., paths, lanes, and routes) will be maintained safely through and adjacent to construction work areas. If bicycle traffic cannot be maintained, then alternative temporary bicycle routes will be identified, signed, and lighted. These alternative routes should be on adjacent streets that can safely accommodate bicycle traffic. Development of these routes will be coordinated with bicycle groups and local jurisdictions. Temporary routes will require approval by the local jurisdiction. Bicycle access will be monitored and maintained throughout construction. Additionally, Mitigation Measures CON-1 through CON-88 apply to Project construction and will be implemented as applicable.

Air Quality Impacts and Mitigation

The EIR/EIS evaluated both short-term Air Quality Impacts of emissions during construction and long-term impacts associated with operations of the Project. The construction Air Quality Impacts of the Project were evaluated in Section 5.9 of the Final EIR/EIS, as updated by the May 2012 Addendum to the Final EIR/EIS (Transmittal No. 3). As shown in Table 4-65 of the May 2012 Addendum to the Final EIR/EIS, South Coast Air Quality Management District (SCAQMD) thresholds will be exceeded for nitrous oxide (NOx), fine particulate matter of 10 microns or less (PM10) and particulate matter of 2.6 microns or less (PM2.5) will be exceeded under each construction phase prior to mitigation. This is due to the magnitude of the Project and the schedule that has been developed to minimize the disturbances that construction can bring to residents and businesses within the LPA area.
Even with implementation of mitigation during construction, regional construction 
emissions of NOx would remain significant and unavoidable.

**Impacts**

- SCAQMD thresholds will be exceeded for NOx, PM10, and PM2.5 under 
each phase of construction prior to mitigation.

**Reference** - - May 2012 Addendum to the Final EIS/EIR.

**Mitigation Measures**

**CON-6 Meet Mine Safety (MSHA) Standards:** Tunnel locomotives (hauling spoils and 
other equipment to the tunnel heading) will be approved by Metro to meet MSHA 
standards.

**CON-7 Meet SCAQMD Standards:** Metro and its contractors will set and maintain 
work equipment and standards to meet SCAQMD standards, including NOx.

**CON-8 Monitoring and Recording of Air Quality at Worksites:** Monitoring and 
recording of air quality at the worksites will be conducted. In areas of gassy soil 
conditions (Wilshire/La Brea and Wilshire/Fairfax work sites), air quality will be 
continuously monitored and recorded. Construction will be altered as required to 
maintain a safe working atmosphere. The working environment will be kept in 
compliance with federal, state, and local regulations, including SCAQMD and Cal/OSHA 
standards.

**CON-9 No Idling of Heavy Equipment:** Metro specifications will require that 
contractors not unnecessarily idle heavy equipment.

**CON-10 Maintenance of Construction Equipment:** Metro will require its contractors 
to maintain and tune engines per manufacturer's specifications to perform at EPA 
certification levels, where applicable, and to perform at verified standards applicable to 
retrofit technologies. Metro will also require periodic, unscheduled inspections to limit 
unnecessary idling and to ensure that construction equipment is properly maintained, 
tuned, and modified consistent with established specifications.

**CON-11 Prohibit Tampering of Equipment:** Metro will prohibit its contractors from 
tampering with engines and require continuing adherence to manufacturer's 
recommendations.

**CON-12 Use of Best Available Emissions Control Technologies:** Metro will 
encourage its contractors to lease new, clean equipment meeting the most stringent of
applicable federal or state standards (e.g., Tier 3 or greater engine standards) or best available emissions control technologies on all equipment.

**CON-13 Placement of Construction Equipment:** Construction equipment and staging zones will be located away from sensitive receptors and fresh air intakes to buildings and air conditioners.

**CON-14 Measures to Reduce the Predicted PM10 Levels:** Mitigation measures such as watering, the use of soil stabilizers, etc. will be applied to reduce the predicted PM 10 levels to below the SCAQMD daily construction threshold levels. A watering schedule will be established to prevent soil stockpiles from drying out.

**CON-15 Reduce Street Debris:** At truck exit areas, wheel washing equipment will be installed to prevent soil from being tracked onto city streets, and followed by street sweeping as required to clean streets.

**CON-16 Dust Control During Transport:** Trucks will be covered to control dust during transport of spoils.

**CON-17 Fugitive Dust Control:** To control fugitive dust, wind fencing and phase grading operations, where appropriate, will be implemented along with the use of water trucks for stabilization of surfaces under windy conditions.

**CON-18 Street Watering:** Surrounding streets at construction sites will be watered by trucks as needed to eliminate air-borne dust. In keeping with Metro's prior policy on the Eastside Gold Line, the contractor will water streets in the station area impacted by dust not less than once a day and more often if needed.

**CON-19 Spillage Prevention for Non-Earthmoving Equipment:** Provisions will be made to prevent spillage when hauling materials and operating non-earthmoving equipment. Additionally, speed will be limited to 15 mph for these activities at construction sites.

**CON-20 Spillage Prevention for Earthmoving Equipment:** Provisions will be made to prevent spillage when hauling materials and operating earth-moving equipment. Additionally, speed will be limited to 10 mph for these activities at construction sites.

**CON-21 Additional Controls to Reduce Emissions:** EPA-registered particulate traps and other appropriate controls will be used where suitable to reduce emissions of particulate matter and other pollutants at the construction site.
Hazardous Waste, Safety and Security Impacts and Mitigation

Most of the Purple Line Extension tunnel alignment passes through areas that have been designated as a “Methane Zone” on the “Methane and Methane Buffer Zone” map published in 2004 by the City of Los Angeles, Department of Public Works. A portion of the tunnel alignment within the Fairfax area (between La Brea Avenue and San Vicente Boulevard) passes through areas that have been designated either as “Tar Pit Area” or “High Potential Risk Zone” on the City of Los Angeles Methane Hazards Zone map published in 1985.

A Preliminary Geotechnical and Environmental Report was prepared as part of the Draft EIR/EIS documentation effort. Field measurements were performed, as well as laboratory testing of gas samples collected in the field. The field and laboratory gas data were evaluated to study the hazards from gases in different tunnel reaches. In the Fairfax area, approximately 1.1 mile between Cochran Avenue and La Jolla Avenue is the La Brea Tar Pit Area. In this area, high levels of gas pressure, as well as methane, and hydrogen sulfide concentrations were measured in monitoring wells.


Mitigation Measures

To address the potential hazard associated with construction activities conducted in these areas, the Final EIR/EIS developed a Mitigation Monitoring and Reporting Program (MMRP) which identified the following mitigation measures that are being implemented:

**CON-57 Sampling During Construction:** Metro will sample soil suspected of contamination and analyze the excavated soil for the purpose of classifying material and determining disposal requirements. If excavated soil is suspected or known to be contaminated, the contractor to perform the following operations:

- Segregate and stockpile the material in a way that will facilitate measurement of the stockpile volume.
- Spray the stockpile with water or an SCAQMD-approved vapor suppressant and cover the stockpile with a heavy-duty plastic (e.g. Visqueen) to prevent soil volatilization to the atmosphere or exposure to nearby workers.

**CON-58 Soil Testing:** Soil samples that are suspected of contamination will be analyzed for suspected chemicals by a California certified laboratory. If contaminated soil is found, it will be removed, transported to an approved disposal location and remediated or disposed according to state and federal laws. Where contaminated levels can be diluted to acceptable levels soils may be re-used on-site.
CON-59 Personal Protection: The contractor will provide qualified and trained personnel and personal protective equipment (PPE) to perform operations that require the disturbance of contaminated substances including excavation of stations, slurry / tunnel material processing, segregation, stockpiling, loading and hauling.

CON-60 Contaminated Groundwater: Groundwater contamination encountered during subsurface construction activities may be treated on-site to acceptable local and state criteria and then discharged into the sanitary sewer. If on-site treatment is not feasible due to the type and severity of the contamination identified, the contaminated ground water may need to be disposed of by recycling in a permitted facility. If unanticipated contaminated ground water (not included in the health and safety plan) is encountered during construction, the contractor will stop work in the vicinity, cordon off the area, and contact Metro and the appropriate hazardous waste coordinator and maintenance hazardous spill coordinator at Metro and will immediately notify the Certified Unified Program Agencies (City of Los Angeles Fire Department, County of Los Angeles Fire Department, and Los Angeles Regional Water Quality Control Board [LARWQCB]) responsible for hazardous materials and wastes. In coordination with the LARWQCB, an investigation and remediation plan will be developed in order to protect public health and the environment. Any hazardous or toxic materials will be disposed according to local, state, and federal regulations.

CON-61 Health and Safety Plan: A health and safety plan will be required by LPA specifications. The plan will include response to exposure of personnel to constituents of concern identified in the Phase II Environmental Site Assessment.

CON-62 Storage of Contaminated Materials: Hazardous or contaminated materials will be properly stored to prevent contact with precipitation and runoff.

CON-63 Monitoring the Environment: An effective monitoring and cleanup program will be developed and implemented for spills and leaks of hazardous materials.

CON-64 Equipment Repair and Maintenance: Equipment to be repaired or maintained will be placed in covered areas on a pad of absorbent material to contain leaks, spills, or small discharges.

CON-65 Removal of Chemical Residue: Any significant chemical residue on the construction sites will be removed.

GEO-7 Tunnel Advisory Panel Design Review: The Metro Tunnel Advisory Panel (TAP) will review designs with respect to geologic hazards in areas of identified higher risk. These include the Century City area (seismic risk) and the Fairfax area (gassy ground risk). The TAP will be supplemented, as necessary, by qualified experts in seismic design, gas intrusion and ground contaminant effects on underground structures.
HAZ-1 Disposal of Groundwater: Disposal of groundwater from underground structures will comply with the City of Los Angeles Industrial Wastewater Permit if there is any contaminated groundwater leakage into final structure.

SS-3 Construction Safety: Implement a Construction Safety and Security Plan which includes safety rules, procedures, and policies to protect workers and work sites during construction such as warning and/or notification signs, detours, and barriers and includes compliance with OSHA standards.

Present Status

Fulfillment of this mitigation measure is documented through contractor submittals in compliance with contractual requirements.

SS-5 Methane and Hydrogen Sulfide Gas Leak Protection: Design in accordance with Metro Fire/Life safety criteria, Metro ventilation criteria, and according to the findings in the Westside Subway Extension Geotechnical and Hazardous Materials Technical Report and with special design, construction and operational attention to the gassy ground tunnels and stations.

Present Status

The Project is currently under Final Design, and gas protection in accordance with appropriate criteria is being incorporated into all designs as required. As part of the Operational Plan for all stations, methane (CH4) sensors will be installed per the approved ventilation plan immediately beneath the temporary road deck beams. A wireless network will be established at each station site to collect all gas sensor data, transmit this data to the control program and to communicate with the alarm stations when required. Gas sensors will be calibrated once a month as recommended by the sensor manufacturer.

CON-8 Monitoring and Recording of Air Quality at Worksites: Monitoring and recording of air quality at the worksites will be conducted. In areas of gassy soil conditions (Wilshire/Fairfax work sites), air quality will be continuously monitored and recorded. Construction will be altered as required to maintain a safe working atmosphere. The working environment will be kept in compliance with Federal, State, and local regulations, including SCAQMD and Cal/OSHA standards.

Present Status

The monitoring of air quality is outlined in the Hazardous Waste Operations and Emergency Response Health and Safety Management Plan (Approved by Metro on 2/26/15). Air quality is monitored at work sites in accordance with work classifications defined by Cal/OSHA and the SCAQMD and the contractor is maintaining records.
CON-53 Further Research on Oil Well Locations

Present Status

CON-53 requires that detailed research on oil well locations be conducted prior to construction. Per CON-53, if an unknown well is encountered, the contractor will notify Metro, Cal/OSHA, and the Gas and Geothermal Resources for well abandonment, and proceed in accordance with state requirements.

CON-54 Worker Safety for Gassy Tunnels: Although not specifically required for gassy tunnels, workers will be supplied with oxygen-supply-type self-rescuers (breathing apparatus required for safe evacuation during fires).

Present Status

The Worksite Safety Requirements Section of the Contract was modified to require Self-Contained Self-Rescue devices and forbid the use of filtering devices. Compliant devices have been ordered and received by both Metro and the Design/Build Contractor and are now in use in those areas under the scope of the California Tunnel Safety Orders.

As concluded in the Final EIR/EIS, potentially significant geological hazards and hazardous waste and materials exist during the construction phases prior to mitigation; however, with mitigation, it will be reduced to less-than-significant levels.

Biological Impacts and Mitigation

The Ecosystems and Biological Resources Impacts of the project were evaluated in Sections 4.10 of the Final EIS/EIR. The EIS/EIR evaluated potential effects on ecosystems and biological resources during construction and operation of the proposed project. As explained in the EIS/EIR, the Westside Subway Extension Project would have a significant impact on biological resources if it would:

- Result in the loss of individuals, or the reduction of existing habitat, of a state- or federally-listed endangered, threatened, rare, protected, or candidate species, or a Species of Special Concern, or federally-listed critical habitat.
- Result in the loss of individuals, the reduction of existing habitat of a locally designated species, or a reduction in a locally designated natural habitat or plant community.
- Interfere with habitat such that normal species behaviors are disturbed (e.g., from introducing noise, light) to a degree that may diminish the chances for long-term survival of a sensitive species.
Impacts to biological resources will be less than significant with the implementation of mitigation measures CON-66 through CON-69 on page 12 of this CEQA review memo.

**Impacts**

- The project may require the removal or disturbance of mature and or protected trees during construction.
- If tree removal and trimming is required, such activities will occur outside of the bird breeding season (February 1 to August 31).

**Reference:** Final EIS/EIR 4.10 pg 4-229; pg I-50, Appendix I.

**Mitigation Measures**

**CON-66 Biological Survey:** Two biological surveys will be conducted, one 15 days prior and a second 72 hours prior to construction that will remove or disturb suitable nesting habitat. The surveys will be performed by a biologist with experience conducting breeding bird surveys. The biologist will prepare survey report documenting the presence or absence of any protected native bird in the habitat to be removed and any other such habitat within 300 feet of the construction work area (within 500 feet for raptors). If a protected native bird is found, surveys will be continued in order to locate any nests. If an active nest is located, construction within 300 feet of the nest (500 feet for raptor nests) will be postponed until the nest is vacated and juveniles have fledged and when there is no evidence of a second attempt at nesting.

**CON-67 Compliance with City Regulations:** If construction or operation of the LPA requires removal or pruning of a protected tree, a removal permit will be required in accordance with applicable municipal codes and ordinances of the city in which the affected tree is located. Within the City of Los Angeles, compliance with the Native Tree Protection Ordinance will require a tree removal permit from the Los Angeles Board of Public Works. Similarly, within the City of Beverly Hills, applicable tree protection requirements, such as tree removal permits, will be followed. Tree removal permits may require replanting of protected trees within the Study Area or at another location to mitigate for the removal of these trees.

**CON-68 Tree Pruning:** If construction or operation will entail pruning of any protected tree, the pruning will be performed in a manner that does not cause permanent damage or adversely affect the health of the trees.

**CON-69 Avoidance of Migratory Bird Nesting Season:** Construction activities that involve tree removal or trimming will be timed to occur outside the migratory bird nesting season, which occurs generally from March 1st through August 31st and as early as February 1st for raptors.
Water Resources (Water Quality – Construction)

The Water Resources impacts of the project were evaluated in Sections 4.11 of the Final EIS/EIR. The EIS/EIR evaluated potential effects during construction and operation of the proposed project. As explained in the EIS/EIR, a significant impact to water quality would occur if the Westside Subway Extension Project would:

- Violate any applicable water quality standards or waste discharge requirements, including those defined in Section 13050 of the Clean Water Act
- Affect the rate or change the direction of movement of existing groundwater contaminants, or expand the area affected by contaminants
- Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site
- Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff
- Otherwise substantially degrade water quality

As stated in the Final EIS/EIR, implementation of mitigation measures WQ-1, CON-71, CON-72, CON-74 through CON-81, and CON-88 during the construction phases will reduce the impacts to a less than significant level.

Impacts

- Potential exists for excess erosion to occur during construction.
- Impacts to water quality stemming from both construction and operation of the project could occur.


Mitigation Measures

WQ-1 Drainage Control Plan: A drainage control plan will be developed to properly convey drainage from the Study Area and to avoid ponding on adjacent properties. The plan will be developed to assure that the flood capacity of existing drainage or water conveyance features will not be reduced in a way that will cause ponding or flooding during storms.

CON-71 Plan if Contaminated Groundwater is Encountered: If contaminated groundwater is encountered during construction, the contractor will stop work in the vicinity, cordon off the area, and contact the appropriate hazardous waste coordinator and maintenance hazardous spill coordinator at Metro and immediately notify the Certified Unified Program Agencies (City of Los Angeles Fire Department, County of
Los Angeles Fire Department, and Los Angeles RWQCB) responsible for hazardous materials and wastes. Through coordination with the Los Angeles RWQCB, an investigation and remediation plan will be developed to protect public health and the environment. The contractor will treat or dispose of any hazardous or toxic materials according to local, State, and Federal regulations.

CON-72 Erosion and Sediment Control Plan: An erosion and sediment control plan will be established prior to construction. The plan will include the following BMPs as appropriate:

- Use of natural drainage, detention ponds, sediment ponds, or infiltration pits to allow runoff to collect and to reduce or prevent erosion
- Use of barriers to direct and slow the rate of runoff and to filter out large-sized sediments
- Use of down drains or chutes to carry runoff from the top of a slope to the bottom
- Control of the use of water for irrigation so as to avoid off-site runoff

CON-74 Use of Non-toxic Herbicides or Fertilizers: Non-toxic alternatives will be employed for any necessary applications of herbicides or fertilizers.

CON-75 Use of Temporary Detention Basins: Temporary detention basins will be installed to remove suspended solids by settlement.

CON-76 Water Quality Monitoring: Water quality runoff will be periodically monitored before discharge from the site and into the storm drainage system.

CON-77 Use of Stormwater Runoff BMPs: Construction sites will have BMPs to divert stormwater runoff from entering the construction area. Containment around the site will include use of temporary measures such as fiber rolls to surround the construction areas to prevent any spills of slurry discharge or spoils recovered during the separation process. Downstream drainage inlets will also be temporarily covered to prevent discharge from entering the storm drain system.

CON-78 Measures to Reduce the Tracking of Sediment and Debris: Construction entrances / exits will be properly set up so as to reduce or eliminate the tracking of sediment and debris offsite. Appropriate measures will include measures such as grading to prevent runoff from leaving the site, and establishing "rumble racks" or wheel water points at the exit to remove sediment from construction vehicles.

CON-79 Cleaning of Equipment: Onsite rinsing or cleaning of any equipment will be performed in contained areas and rinse water will be collected for appropriate disposal.
CON-80 Construction Site Water Collection: A tank will be required on work sites to collect the water for periodic offsite disposal. Since the slurry production is a closed-loop system in which the water separated from the discharge slurry is continually recycled, minimal and infrequent water discharges are anticipated. These discharges could be accommodated in a tank onsite to collect the water and disposed of periodically.

CON-81 Soil and Building Material Storage: Soil and other building materials (e.g., gravel) stored onsite must be contained and covered to prevent contact with stormwater and offsite discharge.

CON-88 Minimize Disruption of Access to Businesses: Both standard and site-specific mitigation measures will be developed to minimize disruption of pedestrian access to businesses and disruption of general vehicular traffic flow or access to specific businesses.

Implementation of mitigation measures CON-1, TCON-1, T-CON 4, TCON-7, TCON-8, TCON-10, and TCON-11 will further reduce construction impacts to businesses.

Historic, Archaeological, and Paleontological Impacts and Mitigation

Section 4.14.7 and Appendix D (Memorandum of Agreement and Section 106 Correspondence) of the Final EIS/EIR presents the construction-related Historic, Archaeological, and Paleontological impacts of the Project. The MOA sets forth measures to be implemented to reduce potential construction impacts within the Area of Potential Effects (APE) to known archaeological historic properties and to undocumented archeological resources. Metro has implemented a Memorandum of Understanding with the George C. Page Museum of La Brea Discoveries regarding treatment of paleontological resources from asphaltic deposits (PA-1).

Impacts

- Pursuant to CEQA, an impact to archeological, historic, or paleontological resources would result in a significant impact if construction of the LPA would demolish or materially alter a significant archeological, historic, or paleontological resource.


Mitigation Measures

AR-1 Unanticipated Discoveries and Consultation with Native American Individuals: If previous unidentified cultural resources are encountered during construction or earth-disturbing activities, all activities at that location shall be halted until a qualified archaeologist can examine the resources and assess their significance.
If the resources are determined to be significant, Metro will notify FTA and SHPO within 48 hours of the discovery to determine the appropriate course of action.

HR-1 Treatment to Avoid Adverse Effects: Metro retains the services of a qualified historic preservation consultant with experience in architectural preservation to monitor construction activities and conduct periodic construction monitoring to ensure protection of historic fabric and compliance with approved designs and the Secretary of the Interior’s Standards for the Rehabilitation of Historic Properties.

PA-2 Early Fossil Recovery: Metro will seek early approval to begin fossil recovery in advance of construction if feasible.

PA-3: Metro retains the services of a Qualified Principal Paleontologist to oversee execution of mitigation measures.

PA-4: Metro’s qualified principal paleontologist has developed a Paleontological Resources Monitoring and Mitigation Plan (PRMMP). Metro will continue implementing the PRMMP during construction.

PA-5: The PRMMP includes specifications for processing, stabilizing, identifying, and cataloging any fossils recovered. For any tar pit deposits encountered, this will include chemical removal of asphalt from matrix and specimens. Cleaned matrix will require microscopic examination for small fossils, including invertebrates and plants, by a qualified paleontologist.

PA-6: Metro’s qualified principal paleontologist will prepare a report detailing the paleontological resources recovered, their significance, and arrangements made for their curation at the conclusion of the monitoring effort.

PA-7: Metro will provide the resources necessary to curate the identified and prepared fossils as specified in the MOU. Those fossils recovered from asphaltic deposits will be curated at the George C. Page Museum. All other fossils will be curated at the Natural History Museum of Los Angeles County.

As concluded in the Final EIR/EIS, construction-related impacts to historic, archaeological, and paleontological resources will vary depending on the specific section / phase of the Purple Line Extension that is being constructed. During the construction of Section / Phase 2 (Wilshire / La Cienega to Century City / Constellation Stations), there will be a significant impact even after mitigation as the Ace Gallery Building located at 9430 Wilshire Boulevard will be demolished. For Section / Phase 1 and Section / Phase 3, impacts will be less than significant after mitigation. The temporary full street closure of Constellation Boulevard and Avenue of the Stars intersection, subject to this action, falls within Section / Phase 2.
Acquisition and Displacement of Existing Uses (specific to Constellation Station)

The Final EIS/EIR indicated that the Project will require between 5 and 25 full property acquisitions, one to four permanent easements required for station entrances and construction staging, and up to four temporary construction easements (TCE) required for Section 2. Section 2 would also require 32 permanent underground easements for the subway tunnel.

At the Century City Constellation Station site, identified TCEs include parcels at 1940, 1950 and 2040 Century Park East, in addition to a permanent easement for the station entrance at 10131 Constellation Boulevard.

As identified on page 2-10 of the Addendum to the Final Environmental Impact Report dated October 2015, the proposed project modifications to Section 2 of the Westside Purple Line Extension Project would not cause any new or substantially significant impacts related to acquisitions and displacements than previously addressed in the Final EIS/EIR.

Impacts

- New TCE needed for materials storage & construction office at existing Metro Bus Layover site (southeast corner of Century Park West @ Constellation) – this will result in a loss of 5 bus layover spaces for 7 years
- To remedy this, a new temporary bus layover area will be created within the median of Santa Monica Boulevard; once station construction is complete, original site will return to full operation
- 5 year TCE located along 2010 Century Park East (AT&T property) will be needed for placement of conveyor system between staging Areas 2 & 3. Depending on right-of-way negotiations with respective property owners, conveyor system may run across the top of the existing parking structure on the eastern portion of the property, or the conveyor would connect the shaft in Area 2 to Area 3 at ground level for approximately 400 feet along the west side of the building.
- Temporary and permanent easements will be needed for ventilation and exhaust shafts within the Westfield Mall property located along the north side of Constellation Boulevard for the purpose of constructing ventilation ducts to service the subway.

Reference: Addendum to the Final Environmental Impact Report, Section 2.1.2, October 2015.
Mitigation Measures

CN-3 Compensation for Easements: For easements, Metro will appraise each property to determine the fair market value of the portion that will be used either temporarily during construction or permanently above and below ground. As required by both the Uniform Relocation Assistance and Real Property Acquisition Act and California Relocation Assistance Act, just compensation, which will not be less than the approved appraisal, will be made to each displaced property owner.

Community and Neighborhood Impacts and Mitigation

Construction of the Project will be disruptive to communities and neighborhoods in the immediate vicinity of construction activities. Construction of the Project could affect neighborhoods for limited durations due to street and sidewalk closures and traffic detours, especially in areas of station construction. Construction and traffic detours will temporarily reduce access to businesses and communities. In addition, noise and emissions from the haul trucks and construction equipment could disrupt community activities.

Impacts

- Construction of the Project will be disruptive to communities and neighborhoods in the immediate vicinity of construction activities.

Reference - - Final EIS/EIR, Section 4.15.3, pp. 4-344 to 4-345.

Mitigation Measures

CON-1 Signage: Signage to indicate accessibility to businesses will be used in the vicinity of construction activity.

CON-88 Minimize Disruption of Access to Businesses: Both standard and site-specific mitigation measures will be developed to minimize disruption of pedestrian access to businesses and disruption of general vehicular traffic flow or access to specific businesses.

TCON-1 Traffic Control Plans.
TCON-2 Designated Haul Routes.
TCON-3 Emergency Vehicle Access.
TCON-4 Transportation Management Plan.
TCON-7 Parking Management.
TCON-8 Parking Monitoring and Community Outreach.
TCON-9 Construction Worker Parking.
TCON-10 Pedestrian Routes and Access.
**TCON-11** Bicycle Paths and Access.

(See pages 2 through 5, above, for full text of Mitigation Measures TCON-1 through TCON-4, and TCON-7 through TCON-11.)

**Noise and Vibration Impacts and Mitigation**

Section 4.15.3 of the Final EIS/EIR presents the construction-related Noise and Vibration impacts of the Project. In addition, Section 2.1.5 of the Westside Purple Line Extension Project, Section 2 Addendum to the Final Environmental Impact Report dated October 2015 has also identified specific noise control measures for focused activities in Area 3 adjacent to the rehabilitation facility.

Noise from at-grade construction of the stations will be generated by heavy equipment such as bulldozers, backhoes, hauling trucks, scrapers, loaders, cranes, and paving machines. During construction of the Project, impact pile driving at the station boxes will result in adverse vibration impacts. Perceptible vibration levels could be experienced within 200 feet of pile driving operations.

Equipment used for underground construction, such as the TBM and mine trains, could generate vibration levels that could result in audible groundborne noise levels in buildings at the surface, depending on the depth of the tunnel and soil conditions. Operation of the mine trains could contribute to underground construction vibration since they will operate continuously during the excavation, mining, and finishing of the tunnel. TBMs would be below the surface of a structure for no more than a day or two.

Vibration impacts during construction would be reduced to a less-than-significant level with implementation of mitigation measures, although noise impacts during construction would remain significant and unavoidable, even with implementation of mitigation measures.

**Impacts**

- Noise from construction equipment will exceed the existing presumed ambient noise levels in the City of Los Angeles and will introduce new sources of noise to the immediate vicinity of the construction sites.
- Perceptible vibration levels could be experienced within 200 feet of pile driving operations. Equipment used for underground construction, such as the TBM and mine trains, could generate vibration levels that could result in audible groundborne noise levels in buildings at the surface. Operation of the mine trains could contribute to underground construction vibration.
- Specific for Area 3, adjacent to the newly opened rehabilitation facility: nighttime construction noise for the patient floors of the rehabilitation facility
are predicted not to exceed the Los Angeles nighttime construction noise limits with implementation of specified mitigation measures.

Reference: Final EIS/EIR, Section 4.15.3, pp. 4-357 to 4-366; Addendum to Final EIR, Section 2.1.5, pp. 2-25.

Mitigation Measures

CON-22 Hire or Retain the Services of an Acoustical Engineer: Hire or retain the services of an Acoustical Engineer to be responsible for preparing and overseeing the implementation of the Noise Control and Monitoring Plans. Noise Control and Monitoring Plan will ensure that noise levels are at or below criteria levels in Metro Baseline Specifications Section 01565, Construction Noise and Vibration Control.

CON-23 Prepare a Noise Control Plan: Prepare a Noise Control Plan that includes an inventory of construction equipment used during daytime and nighttime hours, an estimate of projected construction noise levels, and locations and types of noise abatement measures that may be required to meet the noise limits specified in the Noise Control and Monitoring Plan.

CON-24 Comply with the Provisions of the Nighttime Noise Variance: In the case of nighttime construction, the contractor will comply with the provisions of the nighttime noise variance issued by local jurisdictions. The variance processes for the Cities of Los Angeles and Beverly Hills and the County of Los Angeles require the applicant to provide a noise mitigation plan and to hold additional public meetings before granting the variance to allow work that would be performed outside of the permitted working hours.

CON-25 Noise Monitoring: Conduct periodic noise measurement in accordance with an approved Noise Monitoring Plan, specifying monitoring locations, equipment, procedures, and schedule of measurements and reporting methods to be used.

CON-26 Use of Specific Construction Equipment: At night, use only construction equipment operating at the surface of the construction site under full load, are certified to meet specified lower noise level limits set in the Noise Control Plan, and specified in the noise variance application.

CON-27 Noise Barrier Walls for Nighttime Construction: Where nighttime construction activities are expected to occur, erect Metro designed noise barrier walls at each construction site prior to the start of construction activities. Barriers should be designed to reduce construction site noise levels by at least 5 dBA.

CON-28 Comply with Local Noise Ordinances: The Project will comply as applicable with the City of Los Angeles, City of Beverly Hills, and County of Los Angeles noise
ordinances during construction hours. Compliance with City of Los Angeles, City of Beverly Hills, and County of Los Angeles standards for short-term operation of mobile equipment and long-term construction operations of stationary equipment, including noise levels and hours of operation, also will occur. Hours of construction activity will be varied to meet special circumstances and restrictions. Municipal and building codes of each city in the Study Area include restrictions on construction hours. The City of Los Angeles limits construction activity to 8 a.m. to 6 p.m. on Monday through Friday and 9 a.m. to 5 p.m. on Saturdays, with no construction on Sundays and Federal holidays. The City of Beverly Hills identifies general construction hours of 8:00 a.m. to 6:00 p.m. from Monday through Saturday. For all the cities in the Study Area, construction is prohibited on Sundays and city holidays. Construction outside of these working periods will require a variance from the applicable city. The variance processes for the Cities of Los Angeles and Beverly Hills and the County of Los Angeles require the applicant to provide a noise mitigation plan and hold additional public meeting.

**CON-29 Signage:** Readily visible signs indicating “Noise Control Zone” will be prepared and posted on or near construction equipment operating close to sensitive noise sites.

**CON-30 Use of Noise Control Devices:** Noise-control devices that meet original specifications and performance will be used.

**CON-31 Use of Fixed Noise-Producing Equipment for Compliance:** Fixed noise-producing equipment will be used to comply with regulations in the course of Project-related construction activity.

**CON-32 Use of Mobile or Fixed Noise-Producing Equipment:** Mobile or fixed noise-producing construction equipment that are equipped to operate within noise levels will be used to the extent practical.

**CON-33 Use of Electrically Powered Equipment:** Electrically powered equipment will be used to the extent practical.

**CON-34 Use of Temporary Noise Barriers and Sound-Control Curtains:** Temporary noise barriers and sound-control curtains will be erected where Project-related construction activity is unavoidably close to noise-sensitive receivers.

**CON-35 Distance from Noise-Sensitive Receivers:** Within each construction area, earth-moving equipment, fixed noise-generating equipment, stockpiles, staging areas, and other noise-producing operations will be located as far as practicable from noise-sensitive receivers.

**CON-36 Limited Use of Horns, Whistles, Alarms, and Bells:** Use of horns, whistles, alarms, and bells will be limited for use as warning devices, as required for safety.
CON-37 Requirements on Project Equipment: All noise-producing project equipment, including vehicles that use internal combustion engines, will be required to be equipped with mufflers and air-inlet silencers, where appropriate, and kept in good operating condition that meets or exceeds original factory specifications. Mobile or fixed “package” equipment (e.g., arc-welders, air compressors) will be equipped with shrouds and noise-control features that are readily available for that type of equipment.

CON-38 Limited Audibility of Project Related Public Addresses or Music: Any Project-related public address or music system will not be audible at any adjacent sensitive receiver.

CON-39 Use of Haul Routes with the Least Overall Noise Impact: To the extent practical, based on traffic flow, designated haul routes for construction-related traffic will be used based on the least overall noise impact. For example, heavily loaded trucks will be routed away from residential streets if possible. Where no alternatives are available, haul routes will take into consideration streets with the fewest noise-sensitive receivers.

CON-40 Designated Parking Areas for Construction-Related Traffic: Non-noise-sensitive designated parking areas for Project-related traffic will be used.

CON-41 Enclosures for Fixed Equipment: Enclosures for fixed equipment, such as TBM slurry processing plants, will be required to reduce noise.

CON-42a Noise Ordinance Protection of Vibration Sensitive Historic Buildings and Cultural Resources:

Vibration impacts from construction of the LPA will require mitigation to meet the Los Angeles CEQA Noise Thresholds, the Metro specified limits, and the noise ordinances for Los Angeles County, and the cities of Los Angeles and Beverly Hills.

The contractors will be responsible for the protection of vibration-sensitive historic buildings and cultural resources within 200 feet of any construction activity. To ensure proper protection, the contractor will be required to perform periodic vibration monitoring at the closest structure to any construction activities using approved seismographs. Specifically, for any fragile historic properties within a 200-foot range, the contractor will evaluate the vibration levels resulting from the excavated-materials train as it passes under historic properties. If the vibration levels emanating from the muck train exceed 0.1 inch/second maximum PPV velocity level, the contractor will take action to reduce the vibration levels to 0.1 inch/second or less as soon as possible. If the vibration levels exceed 0.12 inch/second PPV, the contractor will cease excavation operations until he or she takes action to reduce vibration levels below 0.1 inch/second. Such action could include reducing the speed of muck trains carrying excavated material, additional rail and tie isolation, and more frequent rail and wheel maintenance. Which historic properties are deemed fragile will be determined through preconstruction survey. This
measure will apply not to the TBM but only to operations resulting from the muck train hauling excavated materials under or near fragile historic properties. To ensure that noise and vibration impacts associated with construction are below threshold levels, Metro plans, specification, and estimates (“bid”) documents will include these measures as well as CON-42 through CON-46.

**CON-42 Phasing Ground Impacting Operations:** Demolition, earth moving, and ground impacting operations will be phased so as not to occur in the same time period.

**CON-43 Alternatives to Impact Pile Driving:** Impact pile driving will be avoided. Drill piles or sonic or vibratory drivers will be used where the geological conditions permit their use and where ground vibration damage risk criteria are satisfied.

**CON-44 Alternative Demolition Methods:** Demolition methods will be selected to minimize noise and vibration impact where possible.

**CON-45 Restriction on Use of Vibratory Rollers and Packers:** Use of vibratory rollers and packers will be avoided near vibration sensitive areas.

**CON-46 Metro Ground-Born Noise and Ground-Born Vibration Limits:** If the Metro ground-borne noise limits or ground-borne vibration limits are exceeded, the contractor will be required to take action to reduce vibrations to acceptable levels. Such action could include reducing the muck train speed, additional rail and tie isolation, and more frequent rail and wheel maintenance.

**TCON-2 Designated Haul Routes:** (See page 3, above, for full text of Mitigation Measure TCON-2.)

**Area 3 Specific Mitigation Measures:**

- Fully enclose or surround the compressor plant, ventilation plant, grout plant, foam plant, machine shop, and electrical shop with noise barrier walls.
- Enclose motors and transfer points on the conveyor system.
- Boom crane and front end loader will be low emission equipment as required by Metro Specification Section 01 56 19, Construction Noise and Vibration Control, Parts 3.01 and 3.04, and Table 4.
- Retrofit the boom crane and front end loader to be used during night operations with a hospital grade muffler and additional damping and insulation added to the engine compartments.
- Install an additional 16-foot noise barrier wall within the interior of Area 3 to further shield the noise from the front end loader and crane operations.
Visual Impacts and Mitigation

The construction related Visual and Aesthetics Impacts of the Project were evaluated in Section 4.15.3 of the Final EIS/EIR. As explained in the Final EIS/EIR, the introduction of heavy construction equipment, stockpiled construction-related materials, erosion devices, excavated materials, and the removal of trees in these primarily commercial and residential areas will conflict with existing visual character and will change visual quality. Additionally, the raised decking at the Wilshire/Fairfax and Wilshire/La Brea Stations (approximately 2 feet above grade) will temporarily increase the visual impacts to adjacent properties at these stations.

The lighting of the construction staging areas at night will result in the creation of a new light source. If not mitigated, this would be a temporary significant impact.

During the construction period, these visual elements will temporarily degrade the physical character of the station and staging areas and will result in a significant impact without mitigation. With the implementation of mitigation measures CON-2 through CON-5 and VIS-2, construction-related visual impacts will be reduced to a less than significant level.

Reference: Final EIS/EIR, Section 4.15.3, pp. 4-345 to 4-348. Addendum to the Final Environmental Impact Report, Section 2.1.3

Impacts

- The introduction of heavy construction equipment, stockpiled construction-related materials, erosion devices, excavated materials, and the removal of trees in these primarily commercial and residential areas will conflict with the existing visual character and will change visual quality. Additionally, the raised decking at the Wilshire/Fairfax and Wilshire/La Brea Stations (approximately 2 feet above grade) will temporarily increase the visual impacts to adjacent properties at these stations.
- The lighting of the construction staging areas at night will create a new light source. If not mitigated, this will be a temporary adverse effect.

Impacts Specific to Constellation Station:

- Construction of an approximate 80-foot diameter shaft to access the tunnel and installation of a conveyor for material extraction was not included in the Final EIS/EIR as part of the activities in Area 2.
- Use of Metro bus layover at corner of Century Park West and Constellation (Area 5) will create a new temporary visual change for the office building (10250 Constellation Boulevard) located east of the site, primarily the offices facing west. A 20-foot high barrier will surround the bus layover site.
Installation of the temporary Metro bus layover site in the Santa Monica Boulevard median may require the removal of up to four small trees and landscaping within the median. Removal of trees and vegetation would be a noticeable visual change for motorists traveling east on Santa Monica Boulevard.

Conveyor system and associated utility pipe infrastructure connecting work Areas 2 & 3 will be required; the final placement and configuration chosen will be dependent upon the outcome of negotiation agreements between Metro and the AT&T building parking structure owner.

Construction staging activities in Area 3 will create visual impacts along the northside of the new long-term rehabilitation facility at 2080 Century Park East.

Mitigation Measures

CON-2 Timely Removal of Erosion-Control Devices: Visually obtrusive erosion-control devices, such as silt fences, plastic ground cover, and straw bales, will be removed as soon as the area is stabilized.

CON-3 Location of Construction Materials: Stockpile areas will be located in less visibly sensitive areas and, whenever possible, not be visible from the road or to residents and businesses. Limits on heights of excavated materials will be developed during design based on the specific area available for storage of material and visual impact.

CON-4 Construction Lighting: Lighting will be directed toward the interior of the construction staging area and be shielded so that it will not spill over into adjacent residential areas. In addition, temporary sound walls of Metro approved design will be installed at station and work areas. These will block direct light and views of the construction areas from residences.

CON-5 Screening of Construction Staging Areas: Construction staging areas will be screened where possible, to reduce visual effects on adjacent viewers.

VIS-2 Replacement for Tree Removal: Where mature trees are removed, replacement with landscape amenities of equal value will be incorporated into final designs, where feasible, to enhance visual integrity of the station area.

Area 2 Specific Mitigation Measures:

- 20-foot high temporary barrier to shield undesired views of shaft opening to pedestrians and motorists along Century Park East, as well as students and faculty at Beverly Hills High School.
Conveyor System Mitigation Measures (applicable for all placement options):

- Shaft conveyor system will be screened to reduce effects on adjacent viewers
- Horizontal conveyor system between Area 2 and Area 3 will be enclosed to minimize the visual and noise intrusion of the system

If you have any questions or require additional information, please contact Billy Ho of my staff at (213) 485-5745.
July 8, 2020

Mr. Larry Hsu, P.E
Metro Transit Division | Principal Civil Engineer
Bureau of Engineering | Department of Public Works
1149 South Broadway, 6th Floor
Los Angeles, CA 90015

RE: Purple Line Extension (PLE) Transit Project, Section 2 – Constellation Station Full Closure Extension Request

Dear Mr. Hsu,

The Los Angeles County Metropolitan Transportation Authority (Metro) is committed to providing advance community notification and mitigation efforts for construction impacts in the Century City neighborhood in advance of and during construction activities.

In January 2017, Metro Construction Relations began informing the public about the Constellation Station closures by way of a series of stakeholder briefings. The briefings included specific details, which included the anticipated schedule and duration of the closures. The information provided to public stakeholders also highlighted construction activities, and it contained important information about the potential impacts to traffic and local businesses.

Below is a partial list of stakeholders with whom Metro is coordinating:

- Office of Los Angeles Mayor Eric Garcetti
- Office of Councilmember Paul Koretz, Council District 5
- Office of Los Angeles County Supervisor Sheila Kuehl
- The Century Plaza Towers/Century Park
- Watt Plaza
- Constellation Place (JMB)
- The Sun America Building
- 10100 Santa Monica Boulevard
- 1900 Avenue of the Stars
- Westfield Mall
- Century City Plaza Hotel
- Century City Chamber of Commerce
- Century City Business Improvement District
- California Rehabilitation Institute (CRI)

In addition to stakeholder briefings, Metro has presented and will continue to present the Constellation Station closures and all construction related information during the quarterly Construction update meetings (currently being conducted as webinars due to Covid-19 restrictions). The Construction Relations team also plans and leads briefings for local and state elected offices prior to convening community meetings.

This outreach has continued over the last two years in preparation for the start of and the continuation of closures on Constellation Boulevard. The Los Angeles County Board of Public Works approved the nine (9) month full closure, which was scheduled to begin in May 2018. However, unforeseen site
conditions postponed the closure until September 2018. The contractor requested and received a six (6) month extension of the current closure through December 2019.

The contractor requested and received approval to maintain the full closure of Constellation Boulevard until July 2020 in support of the tunnel boring machine launches which was initially relayed to the stakeholders in early October 2019.

Metro has continued to coordinate with the public and local stakeholders on all construction activities, while also simultaneously informing them of the most recent extension request to accommodate the full closure of Constellation through February, 2021. The contractor needs to retain the launch box closure for the next seven months due to additional site conditions which will delay the full operation of the tunnel boring machines from the tunnel shaft located within the Century Park East staging yard. Thus far, stakeholders informed of the request for extending the closure of Constellation Boulevard have not expressed any objections. They have instead asked to be kept informed of the status of the closure request and that they be notified of any changes to the planned work schedule as well as associated community impacts.

Throughout the investigation of site conditions and construction work that included piling, decking water line relocations and excavation of the Constellation Station launch box, there have been no major public complaints. The minor concerns that were received have been quickly resolved to satisfaction of both parties. The Construction Relations Team is available 24/7 to respond to public concerns and complaints.

Metro will continue to host community meetings and select stakeholder briefings to provide all with important information about closures and ongoing construction activities in the Century City/Constellation Station area.

Metro will deploy the following outreach tactics to ensure that the public is kept informed about the project and planned closures:

- Updating the project’s online webpage
- Updating the project’s Facebook and Twitter account
- Advertisement in local newspapers
- WAZE notification and advertisement
- 24/7 project hotline

Should you require additional information regarding Metro’s outreach efforts to support the Constellation Station closures for advanced utility relocation, please contact me directly at 323-900-2124.

Sincerely,

Kasey Shuda
Senior Manager, Construction Relations
Purple Line Extension Transit Project

CC: Curtis Tran (BOE); Don Schima (LADOT); Manny Anaya (LADOT); Michael McKenna (LACMTA); Anna Noyola (LACMTA); Eduardo Cervantes (LACMTA)
Please see below for CD5 concurrence for the extension of the Launch Box closure through February 2021.

Best,
Mindy

Mindy Lake
LA Metro
Principal Community Relations Officer
Program Management—Construction Relations
323.900.2146 W
310.562.4227 C
metro.net | facebook.com/losangelesmetro | @metrolosangeles

Metro's mission is to provide world-class transportation for all.

From: Jay Greenstein <jay.greenstein@lacity.org>
Sent: Monday, July 6, 2020 5:03 PM
To: Watkinson, Renee @ Los Angeles <Renee.Watkinson@cbre.com>
Cc: Lake, Mindy <LakeM@metro.net>; Shuda, Kasey <ShudaK@metro.net>; Angel Izard <angel.izard@lacity.org>
Subject: Re: Launch Box closure extension through February 2021

Thank you Mindy for looping me in on the conversation with Renee. If Renee, her staff and tenants can deal with this delay for several months longer, then the Council office will support the extension of this peak hour closure.

On Mon, Jul 6, 2020 at 4:45 PM Watkinson, Renee @ Los Angeles <Renee.Watkinson@cbre.com> wrote:
Thank you Mindy, we are in support of extending the closure on Constellation East of our driveway through end of February 2021.

Best,
Renee’

Reneé Watkinson | Vice President / Director Lic. 01417497
CBRE, Inc. | Property Management
2049 Century Park East, Suite 1950 | Los Angeles, CA 90067
T +1 310 226 7421 | F +1 310 226 7435 | C +1 310 770 5412
renee.watkinson@cbre.com | www.cbre.com/renee.watkinson

Please consider the environment before printing this email.
Renee,
Thank you for taking the time to speak with us this afternoon about the extension of the launch box closure through February, 2021.

Attached please find the notice outlining what we spoke about, which can also be shared with your tenants.

We appreciate your ongoing cooperation, support and understanding.
As always, please let me know if you have any questions.

All best,
Mindy

Mindy Lake
LA Metro
Principal Community Relations Officer
Program Management—Construction Relations
323.900.2146 W
310.562.4227 C
metro.net | facebook.com/losangelesmetro | @metrolosangeles
Metro’s mission is to provide world-class transportation for all.
May 14, 2020

Mr. Chris Dixon
Tutor Perini Corporation
1801 Century Park East # 500
Los Angeles, California 90067

Dear Mr. Dixon:

MODIFICATION FOR VARIANCE 19/373

Your variance permit modification request for assembly of a tunnel boring machine at Constellation Boulevard between Century Park East and Avenue of the Stars, in the City of Los Angeles, under the provisions of the Los Angeles Municipal Code Section 41.40 has been APPROVED.

Commission Investigation Division (CID), Noise Enforcement Team (NET), has modified the scope of work to add Piling and Decking on Constellation Boulevard 360 Feet from Century Park East to Solar Way.

Should you have any questions or require additional information, please contact Detective Jason Curtis, Officer in Charge, Noise Enforcement Team, CID at (213) 996-1230.

Very truly yours,

RICHARD M. TEFANK, Executive Director
Board of Police Commissioners
March 20, 2020

Mr. Chris Dixon
Tutor Perini Corporation
1801 Century Park East # 500
Los Angeles, California 90067

Dear Mr. Dixon:

VARIANCE EXTENSION – 41.40 LAMC

Your request to extend the existing construction noise variance permit for assembly of a tunnel boring machine at Constellation Boulevard between Century Park East and Avenue of the Stars, in the City of Los Angeles, under the provisions of Los Angeles Municipal Code Section 41.40, has been APPROVED.

Original Dates: December 23, 2019 through April 23, 2020, 7 days a week, 24 hours a day

Extension Dates: April 23, 2020 through July 23, 2020, 7 days a week, 24 hours a day

Should you have any questions or require additional information, please contact Detective Jason Curtis, Officer in Charge, Noise Enforcement Team, Commission Investigation Division at (213) 996-1230.

Very truly yours,

[Signature]

RICHARD M. TEFANK, Executive Director
Board of Police Commissioners

P.C. No. 19/373
BPW Meeting - Item (6)

BPW-2020-0462

CD 15

**CONTRACT TRANSFER - TERMINAL ISLAND WATER RECLAMATION PLANT ADVANCED WATER PURIFICATION FACILITY PHASE 2 MICRO-FILTRATION UNIT ADDITION**

Recommending the Board:

1. EXECUTE the agreement, to transfer the contract for the above-named project from Evoqua Water Technologies Corporation to FilmTec Corporation.

   (W.O. SZT11420, CIP 5259)

**ATTACHMENTS:**

**Description**

- BOE 1
- BOE 1 AT1
- BOE 1 AT2
MOTION

The project titled, “Capital Improvement Project (CIP) 5259 Terminal Island Water Reclamation Plant (TIWRP) Advanced Water Purification Facility (AWPF) Phase 2 Micro-Filtration Unit Addition, Work Order No. SZT11420,” was awarded to Evoqua Water Technologies LLC. on September 20, 2019. The project provides for the fabrication and installation of one additional AWPF Phase 2 Microfiltration Unit by MEMCOR®. The contract award amount for this project was $2,000,000, including contingency.

On December 31, 2019, DuPont Specialty Products USA, LLC. (DuPont) acquired the MEMCOR® business including ultrafiltration and membrane bioreactor technologies from Evoqua Water Technologies Corporation (Attachment No. 1). MEMCOR® business is a subsidiary of FilmTec Corporation, a subsidiary of DuPont. FilmTec Corporation has completed its business registration with the City of Los Angeles and has obtained the business license (company Code 88086).

I THEREFORE MOVE that the President or two members of the Board of Public Works execute the agreement (Attachment No. 2) to transfer the contract for the above-named project from Evoqua Water Technologies Corporation to FilmTec Corporation, a subsidiary of DuPont and authorize the City Engineer to instruct the Controller’s Office to update their payment records to reflect the transfer.

All terms of the contract shall remain in effect and enforceable without modifications.

The Assistant City Attorney Edward Jordan has reviewed and concurs with this motion.

( EBW  RMK  KRR  )

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer

Motion reviewed by:

Motion prepared by:

Ethan B. Wong, PE, CCM, ENV SP
Division Engineer
Phone No. (310) 648-6120

EBW/SDH/SDH/SDH/MO29-2020.EED.gva

Attachments

Questions regarding this Motion may be referred to:
Nadir Shah PE, ENV SP, Project Manager
Phone No. (310) 648-6197
E-mail: Nadir.Shah@lacity.org
December 31, 2019

SUBJECT: DuPont’s Acquisition of MEMCOR® from Evoqua Water Technologies Corporation

Dear Valued Customer,

On October 03, 2019, DuPont announced it has signed an agreement to acquire the Memcor business including ultrafiltration and membrane bioreactor technologies from Evoqua Water Technologies Corporation. The transaction was concluded on December 31, 2019 and with this communication we are announcing that the Memcor business will be a subsidiary of FilmTec Corporation, a subsidiary of DuPont Specialty Products USA, LLC. The Memcor points of contact do not change for you in this transition; the dedicated sales and support staff will continue to serve you. For your convenience primary contacts are noted below:

<table>
<thead>
<tr>
<th>Function</th>
<th>Contact/Phone/Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEMCOR Customer Service</td>
<td>Bill Groom / +1 443 802 2307 / <a href="mailto:William.groom@evoqua.com">William.groom@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Parts &amp; Support</td>
<td>Matt Dee / +1 978 863 4602 / <a href="mailto:Matthew.dee@evoqua.com">Matthew.dee@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Sales - Canada</td>
<td>Cornell Evans /+1 905 301 8799 / <a href="mailto:Cornell.evans@evoqua.com">Cornell.evans@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Sales – Eastern USA</td>
<td>Don Moore /+1 443 956 9279 / <a href="mailto:Donald.moore@evoqua.com">Donald.moore@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Sales – Central USA</td>
<td>Will Wittich / +1 719 330 5578/ <a href="mailto:William.wittich@evoqua.com">William.wittich@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Sales – Western USA</td>
<td>Naomi Jones / +1 619 346 2981 / <a href="mailto:Naomi.jones@evoqua.com">Naomi.jones@evoqua.com</a></td>
</tr>
<tr>
<td>MEMCOR Project Management</td>
<td>Jim Gelinas / +1 978 863 4634 / <a href="mailto:James.gelinas@evoqua.com">James.gelinas@evoqua.com</a></td>
</tr>
</tbody>
</table>

Please note the email ‘@evoqua.com’ will transition to ‘@dupont.com’. Email will be automatically forwarded to the @dupont domain for a short period of time, specific email contact will be provided as soon as possible.

It is important to note the following changes as of January 01, 2020:
- The Memcor business will be 100% owned by FilmTec Corporation.
- FilmTec Corporation’s Dun and Bradstreet number is (DUNS# 08-658-1634)
- To pay Memcor invoices, please remit to the following:

**Payment Instructions:**

<table>
<thead>
<tr>
<th>Payee:</th>
<th>FilmTec Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax ID (TIN):</td>
<td>38-2633836</td>
</tr>
</tbody>
</table>
| Remit to address for physical checks: | FilmTec Corporation  
P.O. Box 734900  
Chicago, IL 60673-4900 |
| Remit to address for courier/ overnight delivery | JP Morgan Chase  
Attention: FilmTec Corporation  
Lockbox 734900  
131 South Dearborn, 6th Floor  
Chicago, IL 60603 |

**Information for electronic payments:**
- Account number: 550391210
- Address: 270 Park Avenue New York NY 10017 US
- Swift: CHASUS33
- ABA for wires/ACH: 021000021
- Wire/ACH remittance details dupontremittance@evoqua.com
**IMPORTANT MEMO!!**

| - ACH/Wire support | Deborah Simon  
|                    | Fax: 978-452-5082  
|                    | Phone: 978-614-7271  
|                    | Email: Deborah.simon@evoqua.com |

**PLEASE USE OUR PREFERRED METHOD OF CTX FOR ALL ACH PAYMENTS**

Please address any questions you may have regarding this notice to brian.powers@dupont.com, thomas.lebeau@evoqua.com or russell.swerdfeger@evoqua.com.

Thank you for your attention to this matter.

Sincerely,

Russ Swerdfeger  
Global Product Manager, MEMCOR Products  
DuPont Water Solutions
June 30th, 2020

Sinh Pham,
Construction Manager
Bureau of Engineering | Department of Public Works
12000 Vista Del Mar, Pregerson Building, Suite 200
Playa Del Rey, CA 90293

Reference: Transfer of the CIP 5259 WO SZT11420, TIWRP (hereinafter referred to as the “Agreement” To FilmTec

Dear Mr. Pham:

This letter is follow up notification of the transfer of this contract from Evoqua Water Technologies LLC to FilmTec DuPont of which Memcor is a brand. The reasons why FilmTec Corporation is submitting this letter in lieu of Evoqua Water Technologies are as follows:

1. On December 31, 2019, the Memcor® product line was purchased from Evoqua Water Technologies LLC by DuPont de Nemours Inc. (“DuPont”) and is now operating under DuPont’s FilmTec Corporation business unit. FilmTec has completed its business registration with the City and has obtained the business license attached to this letter (company code 88086).
2. The contract issued on October 9th, 2019 for the supply and installation of Memcor membrane equipment was transferred with the sale of the Memcor product line to FilmTec Corporation, including all bonds and insurance certificates.

The team responsible for installing the membrane equipment did not transfer to FilmTec and remained instead part of Evoqua. For project continuity, FilmTec has now subcontracted back to Evoqua Water Technologies the installation portion as defined under the original contract.

It is important to note the following changes as of January 01, 2020:

- The Memcor business is 100% owned by FilmTec Corporation.
- FilmTec Corporation’s Dun and Bradstreet number is (DUNS# 08-658-1634)
- To pay Memcor invoices, please remit to the following:

<table>
<thead>
<tr>
<th>Pay Instructions:</th>
<th>FilmTec Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payee:</td>
<td>38-2633836</td>
</tr>
<tr>
<td>Tax ID (TIN):</td>
<td>FilmTec Corporation</td>
</tr>
<tr>
<td>Remit to address for physical checks:</td>
<td>P.O. Box 734900</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60673-4900</td>
</tr>
<tr>
<td>Remit to address for courier/ overnight delivery</td>
<td>JP Morgan Chase</td>
</tr>
<tr>
<td></td>
<td>Attention: FilmTec Corporation</td>
</tr>
<tr>
<td></td>
<td>Lockbox 734900</td>
</tr>
<tr>
<td></td>
<td>131 South Dearborn, 6th Floor</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60603</td>
</tr>
</tbody>
</table>
Information for electronic payments:

<table>
<thead>
<tr>
<th>Details</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank</td>
<td>JPMorgan Chase Bank, N.A., New York, NY.</td>
</tr>
<tr>
<td>Account number</td>
<td>550391210</td>
</tr>
<tr>
<td>Address</td>
<td>270 Park Avenue New York NY 10017 US</td>
</tr>
<tr>
<td>Swift</td>
<td>CHASUS33</td>
</tr>
<tr>
<td>ABA for wires/ACH</td>
<td>021000021</td>
</tr>
<tr>
<td>Wire/ACH remittance details</td>
<td><a href="mailto:dupontremittance@evoqua.com">dupontremittance@evoqua.com</a></td>
</tr>
<tr>
<td>ACH/Wire support</td>
<td>Deborah Simon</td>
</tr>
<tr>
<td></td>
<td>Fax: 978-452-5082</td>
</tr>
<tr>
<td></td>
<td>Phone: 978-614-7271</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:Deborah.simon@evoqua.com">Deborah.simon@evoqua.com</a></td>
</tr>
</tbody>
</table>

Should you have any questions, please feel free to contact me at (978) 201 0359, jose.tavarez@dupont.com.

Please acknowledge your consent to the foregoing by signing the below declaration, and sending back via email or post to jose.tavarez@dupont.com

Jose Tavarez, PMP
Project Manager
558 Clark Rd,
Tewksbury, MA 01876

Sincerely,

Evoqua Water Technologies LLC
Pittsburgh, PA June 30, 2020

__________________________________________
Signature

Name: Harry Bryant
Function: Senior Director

Consented & Agreed:

( Place & Date )

__________________________________________
Signature

Name: __________________________

Function: __________________________

DuPont Water Solutions
www.dupont.com/water

Jose A. Tavarez

FilmTec
Tewksbury MA June 30, 2020

Jose Tavarez, PMP
Project Manager
BPW Meeting - Item (7)

BPW-2020-0463

CD ALL

**PRE-QUALIFIED CONTRACTORS LIST EXTENSION - MUNICIPAL FACILITIES AND RELATED PROJECTS PRE-QUALIFIED CONTRACTORS LIST**

Recommending the Board:

1. APPROVE the extension of the Municipal Facilities and Related Projects Pre-Qualified Contractors List for another five years and set the new expiration date as August 14, 2025.

**ATTACHMENTS:**

- Description
  - BOE 2
On August 14, 2015, the Board of Public Works (Board) approved the Municipal Facilities and Related Projects Pre-Qualified Contractors List (MFPQCL) of eight contractors for a term of five years. The list of prequalified contractors was created to perform construction on Municipal Facilities and related projects ranging from $500,000 to $20,000,000, and was developed to prequalify contractors based on demonstrated capabilities and to streamline delivery.

On December 4, 2019, the Board approved the addition of nine contractors to the MFPQCL for Crisis and Bridge Housing projects and related projects in order to have additional contractors to support homeless construction projects and other Municipal Facility projects, and to encourage competitive bidding. Adding contractors periodically to the MFPQCL list was anticipated when the original list was created.

The list of seventeen prequalified contractors is set to expire on August 14, 2020. The City of Los Angeles (City) is currently developing projects to respond to a court order to house approximately 6,000 homeless in the City on an expedited schedule. The Bureau of Engineering intends to use the MFPQCL list for these homeless projects, and for other upcoming Municipal Facility projects. If the list is not extended, the bidding process for these projects would not have the benefit of having prequalified contractors and streamlined project delivery.

The following are the contractors on the list:

1. Access Pacific, Inc.
2. Axiom Group
3. Balfour Beatty Construction, LLC
4. Bosco Construction US
5. Clark Construction
6. Construct 1 One, Corporation
7. Ford E.C., Inc.
8. Icon West, Inc.
9. Innovative Construction Solutions
10. PCL Construction Services, Inc.
12. Royal Construction
13. Sinanian, Construction, Development, Management
15. T.B. Penick & Sons, Inc.
16. United Riggers and Erectors, Inc.
17. Walsh Construction Company
I THEREFORE MOVE that the Board approve the extension of the MFPQCL for another five years and set the new expiration date as August 14, 2025.

( ATK  RMK  GV  DW )

Motion reviewed by:
BOE (ADM) and (PAC)

Motion prepared by:
Homeless Facilities
and Special Projects Division

Allan T. Kawaguchi, PE
Division Engineer
Phone No. (213) 485-4687

ATK/MO31.2020.HFD.gva

Questions regarding this Motion
may be referred to:
Allan T. Kawaguchi, Principal Civil Engineer, PM III
Phone No. (213)-485-4687
E-mail: Allan.Kawaguchi@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
PILOT HOMELESS HOUSING PHASE II PROJECTS - MUNICIPAL FACILITIES AND RELATED PROJECTS PRE-QUALIFIED CONTRACTORS LIST

Recommending the Board:

1. AUTHORIZE the Bureau of Engineering to negotiate a price for construction for up to three pilot Homeless Housing Phase II projects in Council District No. 2, based on a qualification-based priority listing of the contractors on the Pre-Qualified Contractors List for Municipal Facilities and Related Projects; and

2. RETURN to the Board to award up to three pilot Homeless Housing Phase II projects in Council District No. 2.

ATTACHMENTS:

Description

BOE 3
MOTION

On May 15, 2020, a preliminary injunction was issued by the U.S. District Judge David O. Carter, requiring the City of Los Angeles (City) and the County of Los Angeles (County) to provide housing for approximately 6,000 City residents living near the freeways, on an accelerated schedule. On July 1, 2020, the City Council (Council File No. 20-0841) approved a Motion that authorized up to $100 million in COVID-19 Federal Relief Funds, and approved $25 million of the $100 million for the Bureau of Engineering’s (BOE’s) use, from which an initial $2.5 million was to be transferred and appropriated to a BOE fund for technical support work for Homeless Housing Phase II.

Working closely with Council District No. 2 and the City Administrative Officer’s staff, the BOE has produced design bridging documents for three sites in Council District No. 2, which are pilot projects for additional sites citywide. They are Saticoy & Whitsett, Alexandria Park, and Chandler Boulevard. All three sites will use pallet structures, and all three are ready for pricing as design/build projects. All three sites in Council District No. 2 will require review and approval by the Department of Recreation and Parks Board, and this is tentatively scheduled for August 6, 2020.

In order to expedite the initiation of construction for these first three pilot projects in response to the mandated aggressive schedule, the BOE has queried the 17 contractors on the Prequalified Contractors List for Municipal Facilities and Related Projects to assess their past experience with constructing temporary homeless housing. The goal is to identify the most qualified contractors for this type of project. The query asked for the following information:

Experience with completed Design-Build contracts in the last three years - please list the projects, the client and the date completed.

Experience with government agencies on completed public projects in the last three years, with priority given to experience with Housing Projects - please list the projects, the client and the date completed.

Experience with completed projects within the City in the last three years - please list the projects, the client and the date completed.

Experience with completed temporary homeless housing within the County in the last three years - please list the projects, the client and the date completed.

Based on the information received from the prequalified contractors, the BOE requests that the Board of Public Works (Board) authorize the BOE to create a qualifications-based list and then negotiate with the most qualified contractor for the three Council District No. 2 pilot projects. If the negotiation does not result in an acceptable proposal, then the BOE will negotiate with the next most qualified contractor, and the next in the listing.
I THEREFORE MOVE that the Board authorize the BOE to negotiate a price for construction for up to three pilot Homeless Housing Phase II projects in Council District No. 2, based on a qualification-based priority listing of the contractors on the Prequalified Contractors List for Municipal Facilities and Related Projects.

I FURTHER MOVE that BOE return to the Board to award up to three pilot Homeless Housing Phase II projects in Council District No. 2.

Motion reviewed by:
BOE (ADM) and (HFD)
Motion prepared by:
Executive Division
Mahmood Karimzadeh
Deputy City Engineer
Phone No. (213) 485-4282

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer

Questions regarding this motion may be referred to:
Mahmood Karimzadeh, Deputy City Engineer
Phone No. (213) 485-4282
Email: Mahmood.Karimzadeh@lacity.org