AGENDA
BOARD OF PUBLIC WORKS
FRIDAY, AUGUST 7, 2020
1:30 PM

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

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

PUBLIC INPUT AT BOARD MEETINGS:

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

Members of the public who wish to offer public comment to the Board should submit written comments via Google form at https://bit.ly/DPWCommentForm or call +1 669 254 5252 and use Meeting ID No. 160 278 3583. Press # again when prompted for participant ID.

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

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

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

NOTICE TO PAID REPRESENTATIVES:

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

NEIGHBORHOOD COUNCIL COMMENTS

Discussion with Neighborhood Council representatives on Neighborhood
AGENDA ITEMS

APPROVAL OF MINUTES FROM

(1)

TUESDAY, JULY 28, 2020

BUREAU OF ENGINEERING

BPW-2020-0477 (2)

CD 1, 4, CONSTRUCTION ORDER - SIDEWALK REPAIR PROGRAM
10, 14 PACKAGE NO. 53 PROJECT - PRE-QUALIFIED ON-CALL
GEOTECHNICAL/STRUCTURAL CONSTRUCTION SERVICES
LIST

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a Construction Order and a
   Notice to Proceed for the project to Mike Prlich and Sons, Inc. in the
   amount of $1,422,895, with a not-to-exceed amount of $1,565,185,
   including contingency.

   (W.O. E1908627, C-133000)

BUREAU OF SANITATION

BPW-2020-0478 (3)

CD 11 MEMORANDUM OF UNDERSTANDING - DEVELOPMENT OF
RECYCLED WATER - HYPERION WATER RECLAMATION PLANT

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation to execute the
   proposed Memorandum of Understanding with the Los Angeles
   Department of Water and Power regarding the roles and
   responsibilities of the two departments in the development of recycled
   water from the Hyperion Water Reclamation Plant.
JOINT REPORT(S)

BPW-2020-0479 (4)
BCA + BOE

CD 1, 14 CONTRACT ACCEPTANCE - SECONDARY SEWER RENEWAL PROGRAM FOR DIFFICULT ACCESS REACHES DAR 04 NORTHEAST - LOS ANGELES / EAGLE ROCK / BOYLE HEIGHTS / LOS FELIZ

Recommending the Board:

1. ACCEPT this contract.

(W.O. SZC13028, C-129308)

BPW-2020-0480 (5)
BCA + BSL

CD 11 CONTRACT ACCEPTANCE - MAR VISTA SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-2016 STREET LIGHTING PROJECT

Recommending the Board:

1. ACCEPT this contract.

(W.O. L1649423, C-128029)

BPW-2020-0481 (6)
BCA + BSL

CD 13 CONTRACT ACCEPTANCE - LEMON GROVE LIGHTING - PHASE 2 STREET LIGHTING PROJECT, TCSPL-5006 (746)

Recommending the Board:

1. ACCEPT this contract.
BPW Meeting - Item (1)

TUESDAY, JULY 28, 2020
CONSTRUCTION ORDER - SIDEWALK REPAIR PROGRAM PACKAGE
NO. 53 PROJECT - PRE-QUALIFIED ON-CALL
GEOTECHNICAL/STRUCTURAL CONSTRUCTION SERVICES LIST

Recommending the Board:

1. AUTHORIZE the City Engineer to issue a Construction Order and a Notice to Proceed for the project to Mike Prlich and Sons, Inc. in the amount of $1,422,895, with a not-to-exceed amount of $1,565,185, including contingency.

(W.O. E1908627, C-133000)
Department of Public Works

Bureau of Engineering
Report No. 1

August 7, 2020
CD Nos. 1, 4, 10, and 14

AUTHORITY TO AWARD THE SIDEWALK REPAIR PROGRAM PACKAGE NO. 53 PROJECT FOR COUNCIL DISTRICT NOS. 1, 4, 10, AND 14 TO A CONTRACTOR ON THE EMERGENCY PRE-QUALIFIED ON-CALL GEOTECHNICAL/STRUCTURAL CONSTRUCTION SERVICES LIST (WORK ORDER NO. E1908627)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

AUTHORIZE the City Engineer to issue a Construction Order and a Notice to Proceed for the project to Mike Prlich and Sons, Inc. (Mike Prlich) (Contract No. C-133000) in the amount of $1,422,895, with a not-to-exceed amount of $1,565,185, including contingency.

TRANSMITTAL

Summary of bids received on December 17, 2019.

DISCUSSION

Background
The Sidewalk Repair Program (SRP) was initiated by Council File No. 14-0163-S4 and adopted on February 3, 2015. Council File No. 14-0163-S4 declared the repair of sidewalks adjacent to City facilities a matter of urgent necessity and authorized the Department of Public Works and/or the City Engineer to utilize existing City of Los Angeles (City) contracts as appropriate.

On February 25, 2019, and amended on March 13, 2019, the Board approved the list of nine qualified contractors based on the evaluation criteria set forth in the Emergency Pre-Qualified On-Call (PQOC) Geotechnical/Structural Contractors List Request for Qualifications. The Board authorized the City Engineer to transmit contract agreements to the nine qualified contractors. The term of the contract is for five years and will expire on March 28, 2024.

Scope of Work
The project will perform repairs and/or installations at the four City facility sites listed below, in Council District Nos. 1, 4, 10 and 14:

1) Site 0239 - Fire Station 29 - 4029 W. Wilshire Boulevard (Council District No. 4)
2) Site 3317 - Nate Holden Performing Arts Center - 4718 W. Washington Boulevard (Council District No. 10)
3) Site 3353 - Los Angeles Central City Neighborhood Partners Youth Fair Chance Building - 501 S. Bixel Street. (Council District No. 1)
4) Site 3357 - Public Works Building - 1149 S. Broadway (Council District No. 14)

The scope of work will include: sidewalk replacement, curb ramp replacement and installation, driveway replacement, curb/curb and gutter replacement, asphalt concrete replacement, tree root pruning, tree canopy pruning, tree removal, new tree planting, tree well modifications, root control barrier installation, utility box/vault adjustment, traffic signal and street lighting pull boxes replacement, adjusting utility maintenance hole to grade, curb drain replacement, bike rack/street sign/bus shelter removal and replacement, catch basin lid remodeling, and related work.

**Bid Review**
On December 3, 2019, bids were solicited from the nine PQOC Geotechnical/Structural Construction Services Contractors.

On December 17, 2019, two bids were received for the SRP Package No. 53 and the lowest responsive bidder was Mike Prlich and Sons, Inc. (Transmittal).

Award of the project to Mike Prlich was deferred until the start of fiscal year 2020 – 2021, when complete project funding was made available.

**Conclusion**
Staff recommends that the Board authorize the execution of the Construction Order for the SRP - Package No. 53 (Work Order No. E1908627) project to Mike Prlich in the amount of $1,422,895, with a not-to-exceed amount of $1,565,185, including contingency.

**STATUS OF FUNDING**

Funding for this project in the amount of $1,565,185, which includes a construction contingency, is available in the Sidewalk Repair Fund and the Road Maintenance and Rehabilitation Program Special Fund. The following amounts are available in the Sidewalk Repair Fund No. 57F, Department No. 50: $670,363.61 in Appropriation Unit No. 50NVAV; $129,162.09 in Appropriation Unit No. 50PVAV; and $64,707.91 in Appropriation Unit No. 50RVAV. The amount of $700,951.39 is available the Road Maintenance and Rehabilitation Program Special Fund No. 59V, Department No. 50, Appropriation Unit No. 50SVAV.

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

August 7, 2020
Page 3

( RMV  RMK  GV  PJS  JS )

Report reviewed by:  Respectfully submitted,
BOE (ADM, PAC and GEO)  Gary Lee Moore, PE, ENV SP
Report prepared by:  City Engineer
Sidewalk Division
Robert Vega, PE
Division Engineer
Phone No. (213) 485-1459

Statement as to funds approved by:

Miguel De La Pena, Director
Office of Accounting
Fund Ref:  57F/50/50NVAV/$670,363.61
          57F/50/50PVAV/$129,162.09
          57F/50/50RVAV/$64,707.91
          59V/50/50SVAV/$700,951.39
Date:  07/30/2020

RV/PE/ 06-2020-0065.SWD.lk

Questions regarding this report
may be referred to:
Paul Ek, PE
Phone No. (213) 845-5846
E-mail: Paul.Ek@lacity.org
Bid Results  
City of Los Angeles - Department of Public Works - Bureau of Engineering  
Sidewalk Repair Program - Package No. 53  
W.O. Number E1908627  
Bid Date: 12/17/2019  
Council District: 1, 4, 10, & 14  
Bids Received: 2

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<td>LOW</td>
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<td>JILK HEAVY CONSTRUCTION INC.</td>
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* Corrected Bid Amount (AS NEEDED)

AVERAGE (MEAN) $1,575,741.10 3.96% HIGH
MEDIAN $1,575,741.10

Transmittal
MEMORANDUM OF UNDERSTANDING - DEVELOPMENT OF RECYCLED WATER - HYPERION WATER RECLAMATION PLANT

 Recommending the Board:

 1. AUTHORIZE the Director of the Bureau of Sanitation to execute the proposed Memorandum of Understanding with the Los Angeles Department of Water and Power regarding the roles and responsibilities of the two departments in the development of recycled water from the Hyperion Water Reclamation Plant.

ATTACHMENTS:

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REQUEST FOR AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING BETWEEN LA SANITATION AND ENVIRONMENT AND DEPARTMENT OF WATER AND POWER REGARDING ROLES AND RESPONSIBILITIES IN THE DEVELOPMENT OF RECYCLED WATER FROM THE HYPERION WATER RECLAMATION PLANT

RECOMMENDATION

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to execute the proposed Memorandum of Understanding (MOU) with the Los Angeles Department of Water and Power (LADWP) regarding the roles and responsibilities of the two departments in the development of recycled water from the Hyperion Water Reclamation Plant (HWRP).

TRANSMITTAL

1. Copy of the proposed MOU.

FISCAL IMPACT STATEMENT

There will be no fiscal impact to the General Fund.

DISCUSSION

Background

HWRP is the largest of the four water reclamation plants operated by LASAN in Los Angeles (City). HWRP receives and treats an average flow of 260 million gallons per day (MGD) of wastewater through the secondary treatment process. About 35 MGD of secondary effluent is conveyed for additional treatment at the West Basin Municipal Water District’s Edward C. Little Plant in El Segundo before distribution to customers. The remaining 225 MGD of secondary treated effluent is currently discharged to Santa Monica Bay through the Five Mile Outfall.

On February 21, 2019, Mayor Eric Garcetti announced in a press conference at HWRP that the City will recycle 100% of its wastewater by 2035, which is a major step to expand water recycling and reduce the City’s reliance on imported water. Accordingly, the City’s Green New Deal has set the following goals towards a sustainable and resilient City:

1. Source 70% of the City’s water locally by 2035;
2. Recycle 100% of all wastewater for beneficial reuse by 2035; and
3. Reduce purchases of imported water by 50% by 2025.
LASAN has a long history in water recycling and beneficially reusing treated water. The Donald C. Tillman, Los Angeles Glendale, and Terminal Island Water Reclamation Plants are already recycling and/or beneficially reusing water. Therefore, the challenge of the Mayor’s goal will be the transformation of the HWRP to a 100% recycled water facility by 2035. In addition to this conversion of HWRP, new infrastructure will need to be built to convey recycled water from HWRP to groundwater aquifers and drinking water treatment facilities for final distribution to the end users.

LASAN and LADWP

The development and conveyance of recycled water from the HWRP is a partnership between LASAN and LADWP. LASAN is the owner and operator of the HWRP and the City’s producer of recycled water as authorized under Section 580 of the City of Los Angeles Charter. It will be LASAN’s responsibility to transform HWRP to a reclamation plant supplying recycled water to LADWP. LADWP is a municipally owned utility responsible for delivering safe and reliable water and electricity to the residents and businesses of the City and is responsible for securing a reliable water supply, operating the city’s drinking and recycled water distribution system and maintaining the resiliency of that water infrastructure. It will be LADWP’s responsibility to convey and distribute recycled water received from HWRP. The point of connection between the two departments is at the fence line of HWRP. Whereas the two departments have different responsibilities, the City’s 100% recycled water goal will require close coordination between the two departments.

MOU

The MOU between LASAN and LADWP lays down a general framework of the roles and responsibilities of the two departments for the planning, engineering, design, construction, and operation and maintenance of advanced treatment processes for producing recycled water at HWRP. Additional areas for collaboration include California Environmental Quality Act requirements, communication and outreach, regulatory approval of advanced treatment processes, and discussions with other water management agencies in the region.

The production of recycled water at the HWRP and the conveyance and distribution of recycled water to groundwater aquifers, drinking water treatment facilities, and/or end users will require significant investment in design, construction, operation, and maintenance of new facilities and infrastructure. For the improvements at HWRP, LASAN and LADWP have agreed that LADWP will be responsible for the incremental cost of producing recycled water as compared to the cost of compliance with HWRP’s National Pollutant Discharge Elimination System (NPDES) permit for treated effluent discharges in Santa Monica Bay, the latter being LASAN’s responsibility. The terms of payment from LADWP to LASAN will be developed as part of a future agreement.

The term of the MOU is five years upon the date of the last signature.

Approval as to Form

This MOU has been reviewed by the City Attorney’s Office and has been approved as to form.
PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This MOU was approved by PRD on March 25, 2020.

STATUS OF FINANCING

This MOU will not impact the City’s General Fund. No funding is required at this time. The project will be funded by LADWP funding as well as the Sewer Construction and Maintenance Fund. 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

REVIEWED AND APPROVED BY:

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

Prepared by:
Hubertus Cox, WRID
(310) 648-5001
Memorandum of Understanding Between the Los Angeles Department of Water and Power and the Los Angeles Department of Public Works Bureau of Sanitation Regarding the Development of Recycled Water from the Hyperion Water Reclamation Plant

AGREEMENT

This Memorandum of Understanding (MOU) is entered into by and between the Los Angeles Department of Water and Power (LADWP), and the City of Los Angeles Department of Public Works Bureau of Sanitation (LASAN), collectively referred to as Parties or individually as Party.

WITNESSETH

WHEREAS, On February 21, 2019, Mayor Eric Garcetti announced that the City of Los Angeles (City) will recycle 100 percent of its wastewater by 2035; a major step to expand water recycling and reduce reliance on purchased imported water; and

WHEREAS, Mayor Eric Garcetti’s Executive Directive No. 5 issued in 2014 and the 2015 Sustainable City pLAN requires reduction in LADWP’s purchase of imported potable water by 50 percent by 2025 and the creation of an integrated water strategy that increases local water supplies, including production and use of recycled water, and that improves water security in the context of climate change impacts and seismic vulnerability; and

WHEREAS, the City is committed to maximizing beneficial reuse of treated water, which is discharged into the Santa Monica Bay from the Hyperion Water Reclamation Plant (HWRP); and

WHEREAS, future beneficial reuse projects from HWRP may include indirect potable reuse (IPR) in the forms of Groundwater Replenishment Surface and Subsurface application, and Surface Water Augmentation, and/or direct potable reuse (DPR), which will first require demonstration that the IPR/DPR water quality can be produced from the HWRP effluent; and

WHEREAS, LASAN, a department of the City and the owner and operator of the HWRP, is the City’s producer of recycled water, authorized under Section 580 of the City Charter, to supply recycled water to LADWP for distribution to LADWP’s recycled water customers, and currently treats approximately 260 million gallons per day of wastewater at the HWRP; and

WHEREAS, LASAN operates the HWRP under and in compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued by the United States Environmental Protection Agency and the California Regional Water Quality Control Board; and
WHEREAS, the State of California is considering legislation that would amend the NPDES permit for HWRP, or otherwise, to compel LASAN to eliminate or significantly reduce discharges from HWRP; and

WHEREAS, LADWP is a municipally owned utility responsible for delivering safe and reliable water and electricity to the residents and businesses of the City and is responsible for securing a reliable water supply, operating the city’s drinking and recycled water distribution system and maintaining the resiliency of that water infrastructure; and

WHEREAS, Section 672 of the City Charter grants the Board of Water and Power Commissioners possession, management and control of the water and water rights of every nature and kind owned or controlled by the City, and the lands, rights-of-way, sites, facilities and property used for the capture, transportation, distribution and delivery of water for the benefit of the City, its inhabitants and its customers, and

WHEREAS, Section 677 of the Charter also grants the Board of Water and Power Commissioners the power to supply and distribute recycled water to consumers served by the City within its limits, to consumers outside the City for their use, and to public agencies outside of the City for public uses and for resale, disposal or distribution to consumers within the public agency’s jurisdiction, and

WHEREAS, California Water Code Section 13551 provides that no person or public agency shall use potable domestic water for non-potable uses if suitable reclaimed water is available as provided in Section 13550; and

WHEREAS, LADWP and LASAN are committed to collaboratively pursuing opportunities to enhance water conservation, increase recycled water use, storm water capture, groundwater recharge and improve water quality that may potentially increase the long-term sustainability of the City’s local water supply; and

WHEREAS, LADWP and LASAN desire to maximize, as practical, the development and conveyance of recycled water from the HWRP to provide a sustainable local water resource to offset purchased imported water; and

WHEREAS, as part of the City's long-term water management objectives of fully reusing water from HWRP by 2035, the Parties desire to cooperate in the planning, engineering design and construction of Advanced Water Purification Facilities (AWPF) at HWRP to produce advanced-treated recycled water for recycling; and

WHEREAS, development of assets is an approved use of the Water Revenue Fund.

NOW, THEREFORE, in consideration of the foregoing and the benefits which will accrue to the Parties hereto, the following is understood and agreed to by and between the Parties:

**PURPOSE OF MOU**
The purpose of this MOU is to collaboratively establish the primary roles and responsibilities between LADWP and LASAN in the future development and conveyance of recycled water from the HWRP for the maximum benefit of Los Angeles. This will include groundwater replenishment and future direct potable reuse of recycled water.

**Section 1: Program Information**

1.1 Background

The City operates four water reclamation plants: Donald C. Tillman Water Reclamation Plant which began recycling and beneficially reusing 100 percent of its water in 1985, Los Angeles-Glendale Water Reclamation Plant which began recycling and beneficially reusing 100 percent of its water in 1976, Terminal Island Water Reclamation Plant which became a 100 percent water recycling plant in 2017, and HWRP which currently recycles 27 percent of its water with plans to recycle 100 percent of water available for recycling by 2035. About 120 million gallons per day from the four reclamation plants is currently recycled or beneficially reused.

1.2 MOU Scope

Establish roles and responsibilities to develop a program to:

A. Plan, design, construct, operate, and maintain AWPF and all associated appurtenances at HWRP.

B. Plan, design, construct, operate and maintain all required conveyance and distribution infrastructure.

C. Develop necessary strategies and partnerships for the purpose of recycling 100 percent of water available for recycling at HWRP and all of the City’s wastewater by 2035.

**Section 2: LADWP Primary Roles and Responsibilities**

2.1 LADWP is exclusively responsible for distribution and sale of recycled water.

2.2 LADWP shall pay for the design and construction of treatment facilities required to produce recycled water above what is required by HWRP’s NPDES permit. Terms of payment shall be developed as part of a future agreement.

2.3 LADWP shall pay for the operation and maintenance costs associated with treating recycled water, beyond NPDES permit requirements, that is delivered to LADWP’s distribution system at the HWRP fence line. Terms of payment shall be developed as part of a future agreement.
2.4 LADWP shall develop, at its own cost, the system outside the HWRP fence line to distribute recycled water produced from HWRP including injection, extraction, groundwater treatment and acquire all necessary permits outside of the HWRP fence line.

2.5 LADWP will determine the most efficient means of conveying and distributing recycled water, produced by HWRP, throughout the region to offset the City of Los Angeles’ potable demands.

2.6 LADWP will collaborate with LASAN on the discussions with other entities including water agencies, other cities and counties, LASAN’s existing wastewater contract agencies, and groundwater pumpers to pursue partnering opportunities to interconnect existing infrastructure and recycled water systems throughout the region.

2.7 With respect to scope outside the HWRP fence line, LADWP shall lead the efforts to secure outside funding, in collaboration with LASAN.

2.8 As authorized under the Rate Ordinance approved by City Council, LADWP shall negotiate rate agreements and collect all revenues associated with the sale of recycled water and expend, as necessary, to support the recycled water program.

2.9 LADWP shall be responsible for and complete the environmental documentation in compliance with the California Environmental Quality Act (CEQA) for elements of the project outside of the HWRP fence line.

2.10 LADWP shall consult with LASAN on analysis and findings from the CEQA process so it may inform CEQA compliance within the HWRP fence line.

2.11 LADWP shall be responsible for any final treatment(s) necessary for drinking water purposes, if required by any future Direct Potable Reuse regulations.

Section 3: LASAN Primary Roles and Responsibilities

3.1 LASAN will design, construct, operate, and maintain AWPF and all associated appurtenances at HWRP.

3.2 LASAN will be responsible for final selection and management of the consultant and construction team(s) selected for the treatment facilities needed at the HWRP.

3.3 LASAN is responsible for the reliability of the AWPF and will provide the necessary equipment and power reliability to convey the advanced-treated recycled water produced at the AWPF to the point of connection with LADWP’s water distribution system.
3.4 LASAN will ensure compliance with all provisions of its current and future NPDES permit and water recycling requirements.

3.5 LASAN will obtain all necessary permits and be responsible for compliance from all regulatory agencies for the AWPF, product water pump station and associated capital improvements located within HWRP’s boundaries and shall be responsible for water quality monitoring and reporting to permitting agencies.

3.6 Upon completion of pilot projects at HWRP, LASAN will develop a Feasibility Study/Master Plan for processes and or facilities needed within the HWRP fence line to recycle 100 percent of Hyperion water by 2035.

3.7 LASAN shall provide recycled water to the specifications required by LADWP and regulations to meet the quality needed for distribution to future recycled water customers, including LASAN’s existing wastewater contract agencies that may want to receive recycled water.

3.8 LASAN, with input from LADWP, shall lead engagement efforts related to environmental stewardship activities specific to HWRP improvements.

3.9 With respect to scope within the HWRP fence line, LASAN shall lead the efforts to secure outside funding in collaboration with LADWP.

3.10 LASAN shall be responsible for and complete the environmental documentation in compliance with the CEQA for elements of the project inside of the HWRP fence line.

3.11 LASAN shall consult with LADWP on analysis and findings from the CEQA process so it may inform CEQA compliance for program elements outside the HWRP fence line.

Section 4: Joint Responsibilities

4.1 LADWP and LASAN will jointly develop and approve the budget, schedule, and overall scope in writing, including proposed treatment processes, siting, and modifications to ensure that regulatory standards, cost considerations, ultimate end-use of the water, and future resource commitments are met.

4.2 LASAN and LADWP will jointly conduct discussions with the Los Angeles Regional Water Quality Control Board (LARWQCB) and the Division of Drinking Water (DDW). LASAN will be the primary lead on permitting within the HWRP fence line and LADWP will be the primary lead for permitting outside the HWRP fence line. Both LASAN and LADWP will use best efforts to communicate and coordinate with each other with enough lead time prior to any future meetings with LARWQCB and DDW.
4.3 LADWP and LASAN will jointly engage and conduct outreach to water agencies, other cities and counties, LASAN’s existing wastewater contract agencies, and groundwater pumpers. LASAN will be the primary lead with wastewater contract agencies, and LADWP will be the primary lead with water agencies, other cities, counties and groundwater pumpers.

4.4 LADWP and LASAN will jointly develop a public outreach plan for the purpose of educating the public about the safety and reliability of the water purification process. LASAN will be the primary lead on the production of recycled water. LADWP will be the primary lead on how that water will eventually become purified drinking water and the conveyance and distribution of that water to the customer. LADWP will also lead outreach and education efforts related to improving and diversifying LADWP’s water supply portfolio.

4.5 LASAN and LADWP shall form a technical committee consisting of representatives from each agency to oversee the overall progress of the treatment facilities needed at HWRP (Technical Committee). The Technical Committee shall provide review and make recommendations on the budget, schedule, design, technical reports, etc. Recommendations by the Technical Committee must be unanimous. Should the Technical Committee not be able to develop unanimous recommendations, disputes shall be elevated to the management oversight committee for resolution.

4.6 LASAN and LADWP shall form a management oversight committee (Management Committee) consisting of representatives from each agency, who shall not be members of the Technical Committee, to resolve any disputes by the Technical Committee and to review and approve preliminary and final designs, reports, recommendations, etc., associated with treatment facilities needed at HWRP. Determinations and decisions by the Management Committee must be unanimous.

Section 5: Mutually Understood

5.1 The Parties shall provide data and information to their respective teams, as reasonable and necessary to support their initiatives.

5.2 LASAN and LADWP shall have the opportunity to review planning, design and construction documents at significant review periods or milestones. Program documentation, produced by LASAN or its consultant/contractor, shall be disseminated in a timely manner for joint review. The specific milestones will be mutually agreed upon in future agreements.

5.3 LASAN will issue contract documents after LADWP and LASAN mutually agree, in writing, on the scope of work, schedule, and budget to be included in the contract documents. Respective to Section 3.2, LADWP shall be afforded the opportunity to participate, observe and provide input in the selection process.
5.4 In order to aid in the early identification of risks, schedule, and budget impacts, LADWP and LASAN will discuss and mutually agree, in writing, on significant changes that affect the original scope of work, schedule, and budget prior to LASAN issuing approvals to the design and/or construction consultant/contractor, after contracts for the design and/or construction are issued by LASAN.

5.5 LASAN and LADWP agree on the importance of value engineering and shall incorporate it throughout the life of the program. The project team shall consistently track deliverables to provide the intended scope and function of the overall improvements at HWRP in the most cost effective manner.

5.6 LADWP and LASAN shall make staff reasonably available, if requested, to participate and provide input at scheduled meetings, community meetings, workshops and other relevant events.

5.7 Include in all material, publications, press releases, signage, and communications that LADWP and LASAN are project partners.

5.8 LADWP and LASAN will discuss and develop solutions associated with financing and ownership of treatment facilities within the HWRP fence line.

5.9 Each Party shall have no financial obligation to the other Party under MOU, except as herein expressly provided.

5.10 Terms for cost sharing on specific planning efforts, outreach plans, feasibility studies and implementation shall be developed as part of separate, future agreements.

5.11 The MOU may be modified only by mutual written consent of LADWP and LASAN. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties’ Directors or their delegates.

5.12 The MOU may be executed in separate parts by Parties. MOU shall be effective upon the date it is executed by all Parties and except as herein expressly provided, will expire by its own operation five years after execution, unless extended or sooner terminated by mutual written agreement by Parties. Any Party may withdraw as a Party to this MOU by providing at least 30 days’ prior written notice to the other Parties.

Section 6: Notices

6.1 All notices provided under MOU must be in writing and, unless otherwise provided herein, shall be deemed valid given on the date either:
1. Personally delivered to the address indicated below.

2. On the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any United States Postal mailbox or at any United States Post Office.

3. On the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

   **LADWP:**  
   Mr. Richard F. Harasick  
   Senior Assistant General Manager  
   Los Angeles Department of Water and Power  
   111 North Hope Street, Room 1455  
   Los Angeles, California 90012  
   Phone: (213) 367-1022  
   Richard.Harasick@ladwp.com

   **LASAN:**  
   Enrique C. Zaldivar  
   Director and General Manager  
   Los Angeles Sanitation and Environment  
   1149 South Broadway 9th Floor  
   Los Angeles, California 90015  
   Phone: (213) 485-2210  
   enrique.zaldivar@lacity.org

6.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to the MOU.

**Section 7: Standard Provisions**

7.1 No amendment or waiver of any provision of this MOU, nor consent to any departure from any provision of this MOU, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.

7.2 No Party shall have the authority to incur any debt, obligation, or liability on behalf of another Party unless expressly provided by written agreement of the Parties. No employee, agent, or officer of any Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

7.3 This MOU shall be interpreted, construed, and governed according to the laws of the State of California without regard to conflict of law principles.

7.4 Each Party acknowledges that it was represented during the negotiation and execution of this MOU, and that it has had a full and fair opportunity to review and revise the terms of this MOU. Each Party further agrees that this MOU has
been jointly drafted, and that no term contained herein shall be construed against or in favor of another Party.

7.5 This MOU is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right to bring an action to enforce any of its terms.

7.6 The MOU contains the full and complete agreement between LASAN and LADWP. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of MOU.
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly Authorized Representatives.

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
OF THE CITY OF LOS ANGELES BY
BOARD OF PUBLIC WORKS COMMISSIONERS OF
THE CITY OF LOS ANGELES

By:
____________________________________
Enrique C. Zaldivar
Director and General Manager

Date: ________________________________

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: _________________________________
Adena M. Hopenstand Date
Deputy City Attorney

ATTEST:
Holly L. Wolcott, City Clerk

By: _________________________________
Deputy City Clerk Date
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly Authorized Representatives.

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

By: ______________________________
    MARTIN L. ADAMS
    General Manager and Chief Engineer

Date: ______________________________

And: ______________________________
    SUSAN A. RODRIGUEZ
    Secretary
BPW Meeting - Item (4)

BPW-2020-0479

CD 1, 14

CONTRACT ACCEPTANCE - SECONDARY SEWER RENEWAL PROGRAM FOR DIFFICULT ACCESS REACHES DAR 04 NORTHEAST - LOS ANGELES / EAGLE ROCK / BOYLE HEIGHTS / LOS FELIZ

Recommending the Board:

1. ACCEPT this contract.

(W.O. SZC13028, C-129308)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCA BOE 1</td>
</tr>
</tbody>
</table>
C.D. Nos. 1 and 14

SECONDARY SEWER RENEWAL PROGRAM (SSRP) FOR DIFFICULT ACCESS REACHES (DAR) DAR 04 NORTHEAST LOS ANGELES / EAGLE ROCK / BOYLE HEIGHTS / LOS FELIZ  

RECOMMENDATION

Accept this contract.

DISCUSSION

This contract was executed by your Board on May 3, 2017, in the amount of $5,268,412.00. The construction, under Contract No. C-129308, Bond No. 167348, was completed on June 12, 2019 by Colich & Sons, L.P.

This project consisted of removal and replacement and/or rehabilitation over 4 miles of 6-, 8-, 10-, 12-, 14-, and 15-inch sewer lines in the northeast Los Angeles area to upgrade the structural condition and to correct various deficiencies in the sewer collection system. The DAR 04 Northeast Los Angeles / Eagle Rock / Boyle Heights / Los Feliz project is bounded by the 134 Freeway to the north, both Huntington Drive and Indiana Street to the east, the 60 Freeway to the south, and the Los Angeles River to the west. The project also provided for adding or modifying sewer structures and all associated work including, but not limited to traffic control, shoring, trenching, sewer bypass, sewer cleaning, sewer televising, temporary street resurfacing, and final paving.

This project was awarded for $5,268,412.00 with a contingency of $263,421.00, giving a total authorized budget of $5,531,833.00. Thirty-five (35) change orders were issued decreasing the contract amount by $519,198.00, bringing the total cost of this project to $4,749,214.00. The project was completed at 9.85 percent below the awarded amount and 14.15 percent below its authorized budget. The final change order adjusted the project quantities. Unconstructed bid item quantities were deleted from the contract.

Final corrections were completed on June 12, 2019. A request to release $28,619.55 in retention funds, less disputed funds was processed on July 24, 2019, via Progress Payment No. 21. A final release of $204,000.00 in disputed funds was processed on February 14, 2020, via Progress Payment No. 23(final), after BCA received all required information from the Contractor. Progress Payments were submitted from BCA to the Office of Accounting.

There were no funds disputed or withheld. Therefore, no funds are due the contractor.
Funds were provided in the Wastewater Capital Improvement Program budget.

The contractor has complied with the Equal Employment and labor compliance requirements of the contract. This project was advertised with anticipated participation levels of 4.00 percent MBE, 2.00 percent WBE, 25.00 percent SBE, 8.00 percent EBE, and 3.00 percent DVBE. The contract was awarded with the bidder’s pledge of 0.00 percent MBE, 0.00 percent WBE, 6.45 percent SBE, 6.45 percent EBE, 0.00 percent DVBE, and 32.27 percent OBE. The actual participation levels achieved were 0.00 percent MBE, 0.00 percent WBE, 7.07 percent SBE, 7.07 percent EBE, 0.00 percent DVBE, and 35.80 percent OBE. The Mandatory Subcontracting Minimum (MSM) requirement for this project was 25.00 percent. The contract was awarded with the bidder’s pledge of 40.76 percent and the actual participation level achieved was 44.70 percent, after deducting $195,776.96 of fixed cost items paid to the Contractor from the total cost of the project.

Colich & Sons L.P. achieved the following subcontractor participation levels:

**Gender/Ethnicity Codes:**

- AA = African American
- APA = Asian Pacific American
- NA = Native American
- M = Male
- HA = Hispanic American
- SAA = Subcontinent Asian American
- C = Caucasian
- F = Female
- OBE = Other Business Enterprise

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>Gender/Ethnicity</th>
<th>Pledged Dollar ($) Amount</th>
<th>Achieved Dollar ($) Amount</th>
<th>Difference ($)</th>
<th>Achieved Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Builders, Inc. dba</td>
<td>SBE, EBE</td>
<td>-</td>
<td>$340,000.00</td>
<td>$335,552.00</td>
<td>($4,448.00)</td>
<td>7.07%</td>
</tr>
<tr>
<td>Underground Manholes¹</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southwest Pipeline and Trenchless Corp.</td>
<td>OBE</td>
<td>-</td>
<td>$1,700,000.00</td>
<td>$1,700,000.00</td>
<td>$0.00</td>
<td>35.80%</td>
</tr>
</tbody>
</table>

| Total MBE                            | $0.00                    | $0.00            | $0.00                     | 0.00%                     |
| Total WBE                            | $0.00                    | $0.00            | $0.00                     | 0.00%                     |
| Total SBE                            | $340,000.00              | $335,552.00      | ($4,448.00)               | 7.07%                     |
| Total EBE                            | $340,000.00              | $335,552.00      | ($4,448.00)               | 7.07%                     |
| Total DVBE                           | $0.00                    | $0.00            | $0.00                     | 0.00%                     |
| Total OBE                            | $1,700,000.00            | $1,700,000.00    | $0.00                     | 35.80%                    |
| Total MSM²                           | $2,040,000.00            | $2,035,552.00    | ($4,448.00)               | 44.70%                    |

| Final Contract Amount                | $4,749,214.00            |                  |                          |                          |
| Actual Fixed Cost Items Amount       | $195,776.96              |                  |                          |                          |
| Adjusted Final Contract Amount (Final Contract Amount - Actual Fixed Cost Items Amount) | $4,553,437.04            |                  |                          |                          |

¹ This subcontractor’s subcontract amount was reduced by City-issued change orders.
² Calculated using the Adjusted Final Contract Amount. Note: Subcontractors may be certified in multiple categories; therefore, per the requirements of ED14, their dollar amounts were credited toward multiple pledged participation categories.
There are no unresolved property owners’ complaints in connection with this project.

The Contractor Performance Evaluation Reports (CPERs) have been submitted to the Bureau of Contract Administration as required for compliance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code.

The Inspector of Public Works, John L. Reamer, Jr., in accordance with generally accepted quality assurance/control procedures and construction inspection methods and practices, including such special inspections that were deemed necessary and prudent, hereby attests that this project has been constructed in accordance with the plans, specifications, change orders, and contract provisions.

( HC – CLS – KRR )

Report Prepared by:

S. Wiles

S. Wiles, Chief Construction Inspector
General Services Division
213-847-2406

Respectfully submitted,

JOHN L. REAMER, JR.
Inspector of Public Works

GARY LEE MOORE, PE, ENV SP
City Engineer
BPW Meeting - Item (5)

BPW-2020-0480

CD 11

CONTRACT ACCEPTANCE - MAR VISTA SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-2016 STREET LIGHTING PROJECT

Recommending the Board:

1. ACCEPT this contract.

(W.O. L1649423, C-128029)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCA BSL 1</td>
</tr>
</tbody>
</table>
DEPARTMENT OF PUBLIC WORKS

BUREAU OF CONTRACT ADMINISTRATION
BUREAU OF STREET LIGHTING
JOINT REPORT NO.1
August 7, 2020

C.D. No. 11

MAR VISTA SERIES TO MULTIPLE HIGH VOLTAGE CONVERSION FY 2015-2016
STREET LIGHTING PROJECT

RECOMMENDATIONS

Accept this contract.

DISCUSSION

This contract was executed by your Board on August 15, 2016, in the amount of $1,591,297.00. The construction, under Contract No. C-128029, Bond No. 628034, was completed on May 30, 2019 by KDC, Inc., dba Dynalectric.

This project converted 701 street lights from high voltage series street lighting circuits to low voltage multiple circuits by replacement of conduit, wires and luminaires. The technology to provide real-time reporting of light outages/failures was also provided. The project area is scattered throughout Mar Vista in the following five areas: 1) Centinela Ave and Venice Blvd, 2) Stanwood Dr and Inglewood Blvd, 3) Palms Blvd and Sawtelle Blvd, 4) Dewey St and Walgrove Ave, and 5) National Blvd and Sawtelle Blvd.

This project was awarded for $1,591,297.00 with a contingency of $238,603.00, giving a total authorized budget of $1,829,900.00. Eleven (11) change orders were issued increasing the contract amount by $196,338.00, bringing the total cost of this project to $1,787,635.00. The project was completed at 12.34 percent above the awarded amount and 2.31 percent below its authorized budget. During construction, it became apparent that the conduit was in worse condition than anticipated in the design phase and a substantial amount of work was added, including existing conduit repairs, potholing, backfilling, and sidewalk restoration.

Final corrections were completed on May 30, 2019. A request to release $87,386.75 in retention funds was processed on June 10, 2019, via Progress Payment No. 14. Progress Payments were submitted from BCA to the Office of Accounting.

There were no funds disputed or withheld. Therefore, no funds are due the contractor.

Funds were provided in the MICLA 2016 Streetlights Construction Fund 26U, Dept 50, Acct No. 50NLAF, Mar Vista HV Conversion.
The Office of Contract Compliance finds that the contractor has complied with the Equal Employment Opportunity and Labor Compliance requirements of the contract. This project was advertised with anticipated participation levels of 2.00 percent MBE, 2.00 percent WBE, 25.00 percent SBE, 8.00 percent EBE, and 3.00 percent DVBE. The contract was awarded with the bidder’s pledge of 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 8.48 percent OBE. The actual participation levels achieved were 0.00 percent MBE, 0.00 percent WBE, 0.00 percent SBE, 0.00 percent EBE, 0.00 percent DVBE, and 8.06 percent OBE. The Mandatory Subcontracting Minimum (MSM) requirement for this project was 8.00 percent. The contract was awarded with the bidder’s pledge of 9.11 percent and the actual participation level achieved was 8.58 percent, after deducting $108,655.00 of fixed cost items paid to the Contractor from the total cost of the project.

KDC, Inc. dba Dynalectic achieved the following subcontractor participation levels:

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>Subcontractor</th>
<th>MBE/ WBE/ SBE/ EBE/ DVBE/ OBE</th>
<th>Gender/ Ethnicity</th>
<th>Pledged Dollar ($) Amount</th>
<th>Achieved Dollar ($) Amount</th>
<th>Difference ($)</th>
<th>Achieved Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walters Wholesale Electric Co. 1</td>
<td>OBE</td>
<td></td>
<td>$135,000.00</td>
<td>$144,110.30</td>
<td>$9,110.30</td>
<td>8.06%</td>
</tr>
<tr>
<td>Total MBE</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total WBE</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total SBE</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total EBE</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total DVBE</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total OBE</td>
<td>$135,000.00</td>
<td></td>
<td>$144,110.30</td>
<td>$9,110.30</td>
<td>$9,110.30</td>
<td>8.06%</td>
</tr>
<tr>
<td>Total MSM2</td>
<td>$135,000.00</td>
<td></td>
<td>$144,110.30</td>
<td>$9,110.30</td>
<td>$9,110.30</td>
<td>8.58%</td>
</tr>
</tbody>
</table>

1 This firm is a materials supplier; therefore, its bid-listed dollar amount of $225,000.00 and its achieved dollar amount of $240,183.83 were credited at 60 percent.
2 Calculated using the Adjusted Final Contract Amount.

Note: This project is being closed out without the Prime’s submission of a Final Subcontracting Report.

There are no unresolved property owners’ complaints in connection with this project.

The construction of this project will not result in an increase to the existing street lighting maintenance assessment for the benefiting property owners and, therefore, an “Assessment Ballot Proceeding” per proposition 218 is not required.
The Contractor Performance Evaluation Reports (CPERs) have been submitted to the Bureau of Contract Administration as required for compliance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code.

The Inspector of Public Works, John L. Reamer, Jr., in accordance with generally accepted quality assurance/control procedures and construction inspection methods and practices, including such special inspections that were deemed necessary and prudent, hereby attests that this project has been constructed in accordance with the plans, specifications, change orders, and contract provisions.

Report Prepared by:
S. Wiles

Seffy Wiles, Chief Construction Inspector
General Services Division
213-847-2406

Respectfully submitted,

JOHN L. REAMER, JR.
Inspector of Public Works

NORMA M. ISAHAKIAN,
EXECUTIVE DIRECTOR
Bureau of Street Lighting

Janet Kwan, Program Manager
213-847-1579
Mail Stop 545
CONTRACT_ACCEPTANCE - LEMON GROVE LIGHTING - PHASE 2 STREET LIGHTING PROJECT, TCSPL-5006 (746)

- Recommending the Board:

  1. ACCEPT this contract.

(W.O. L1319680, C-132685)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>BCA BSL 2</td>
</tr>
</tbody>
</table>
LEMON GROVE LIGHTING – PHASE 2 STREET LIGHTING PROJECT, TCSPL-5006(746)

RECOMMENDATIONS

Accept this contract.

DISCUSSION

This contract was executed by your Board on January 18, 2019 in the amount of $184,844.00. The construction, under Contract No. C-132685, Bond No. 802994, was completed on May 23, 2019 by VT Electric, Inc.

This project provided for the installation of a new low voltage lighting system with LED luminaires on Lemon Grove Ave. between Serrano Ave. and Western Ave., and on Oxford Ave. between Lemon Grove Ave. and Romaine St. A total of 13 new concrete lighting poles were installed that provides additional security for the residents, pedestrians and vehicular traffic in that area.

This project was awarded for $184,844.00 with a contingency of $27,656.00, giving a total authorized budget of $212,500.00. One (1) change order was issued decreasing the contract amount by $2,700.00, bringing the total cost of this project to $182,144.00. The project was completed at 1.46 percent below the awarded amount and 14.29 percent below its authorized budget.

Final corrections were completed on May 23, 2019. A request for release of $9,107.20 in retention funds was processed on October 18, 2019 via Progress Payment No. 5 (final) from the Bureau of Contract Administration to the Office of Accounting.

There were no funds disputed or withheld. Therefore, no funds are due the contractor.

Funds were provided in the Street Lighting Maintenance Assessment Fund 347, Department 50, Account No. 50J999, CIEP St Lighting Rehab Projects.

The contractor has complied with the Equal Employment and labor compliance requirements of the contract. This project is federally-funded and subject to the City’s Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of
Transportation, 49 Code of Federal Regulations, Part 26 and Caltrans’ DBE Program. The project was advertised with a DBE goal of 31.00 percent. The contract was awarded with the bidder’s pledge of 88.31 percent DBE and 7.01 percent Other Business Enterprise (OBE). The actual participation levels achieved were 86.55 percent DBE and 8.07 percent OBE.

VT Electric, Inc. achieved the following subcontractor participation levels:

Gender/ Ethnicity Codes:

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

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>DBE/ OBE</th>
<th>Gender/ Ethnicity</th>
<th>Pledged Dollar ($) Amount</th>
<th>Achieved Dollar ($) Amount</th>
<th>Difference ($)</th>
<th>Achieved Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VT Electric, Inc.</td>
<td>DBE</td>
<td>M/APA</td>
<td>$163,238.00</td>
<td>$157,648.58</td>
<td>($5,589.42)</td>
<td>86.55%</td>
</tr>
<tr>
<td>Walter Wholesale Electric Co.</td>
<td>OBE</td>
<td></td>
<td>$12,963.00</td>
<td>$14,697.25</td>
<td>$1,734.25</td>
<td>8.07%</td>
</tr>
<tr>
<td><strong>Total DBE</strong></td>
<td></td>
<td></td>
<td><strong>$163,238.00</strong></td>
<td><strong>$157,648.58</strong></td>
<td><strong>($5,589.42)</strong></td>
<td><strong>86.55%</strong></td>
</tr>
<tr>
<td><strong>Total OBE</strong></td>
<td></td>
<td></td>
<td><strong>$12,963.00</strong></td>
<td><strong>$14,697.25</strong></td>
<td><strong>$1,734.25</strong></td>
<td><strong>8.07%</strong></td>
</tr>
<tr>
<td><strong>Final Contract Amount</strong></td>
<td></td>
<td></td>
<td><strong>$182,144.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1VT Electric, Inc. (VT) is certified as a DBE and listed their firm for DBE participation credit. The firm listed their Pledged and Achieved Dollar Amount(s) as the remaining balance after the difference from Walter Wholesale Electric Co.’s (Walter’s) participation was accounted for on this project. Therefore, VT’s total amount balance decreased slightly after Walter’s participation increased on the project, and no penalty incurred on the project.

2This firm is a regular dealer; therefore, its bid-listed dollar amount of $21,606.00 and final dollar amount of $24,495.42 were credited at the regular dealer rate of 60%.

There are no unresolved property owners’ complaints in connection with this project.

The increase in street lighting maintenance assessments for the roadway lighting has been confirmed by Council through a Proposition 218 assessment ballot proceeding.

The Contractor Performance Evaluation Reports (CPERs) have been submitted to the Bureau of Contract Administration as required for compliance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code.

The Inspector of Public Works, John L. Reamer, Jr., in accordance with generally accepted quality assurance/control procedures and construction inspection methods and practices, including such special inspections that were deemed necessary and prudent, hereby attests that this project has been constructed in accordance with the plans, specifications, change orders, and contract provisions.

( HC - CLS - ST - QJ - KM )
DEPARTMENT OF PUBLIC WORKS

BUREAU OF CONTRACT ADMINISTRATION
BUREAU OF STREET LIGHTING
JOINT REPORT NO. 1
August 7, 2020

Report Prepared by:
S. Wiles

Seffy Wiles, Chief Construction Inspector
General Services Division
213-847-2406

Respectfully submitted,

JOHN L. REAMER, JR.
Inspector of Public Works

NORMA M. ISAHAKIAN,
EXECUTIVE DIRECTOR
Bureau of Street Lighting

Sandy Truong, Project Manager
213-847-1545
Mail Stop 545

SW: lg
T, ME, OCC, I, Clerical, File
Lemon Grove Lighting Phase 2 Street Lighting Project

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