SPECIAL MEETING
AGENDA
BOARD OF PUBLIC WORKS
FRIDAY, SEPTEMBER 11, 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

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

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

PUBLIC INPUT AT BOARD MEETINGS:

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

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

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

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

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

NOTICE TO PAID REPRESENTATIVES:

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

NEIGHBORHOOD COUNCIL COMMENTS

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

AGENDA ITEMS

APPROVAL OF MINUTES FROM

(1)

TUESDAY, SEPTEMBER 1, 2020

BUREAU OF SANITATION

BPW-2020-0553 (2)

CD ALL   TRANSFER AGREEMENT NO. 2020MP47 - LOS ANGELES COUNTY FLOOD CONTROL DISTRICT - SAFE CLEAN WATER PROGRAM

Recommending the Board:

1. APPROVE and FORWARD this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Transfer Agreement (No. 2020MP47, Safe, Clean, Water Program) Municipal Program between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Safe Clean Water Municipal Program Funds.

JOINT REPORT(S)

BPW-2020-0554 (3)

BSL + BCA

CD ALL   REQUEST FOR PROPOSAL (RFP) - PROPOSITION 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS

Recommending the Board:

1. AUTHORIZE the Executive Director of the Bureau of Street Lighting to:
A. Release the transmitted RFP seeking professional services to assist City staff in establishing a database that will complete calculation of over 550,000 parcels and make recommendations moving forward toward a large ballot process;

B. Evaluate the proposals and select the most qualified and responsive proposer for the RFP based on established evaluation criteria;

C. Negotiate a contract with the most qualified and responsive proposer; and

2. DIRECT the Director of the Bureau of Street Lighting to return to the Board for authority to award and execute the contract.

(W.O. L0700003)

BPW-2020-0555 (4)
BSL + BCA

CD ALL REQUEST FOR QUALIFICATIONS (RFQ) - PRE-QUALIFIED ON-CALL BUS STOP LIGHTING CONTRACTORS LIST - BUS STOP LIGHTING PROJECTS

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Street Lighting to issue and advertise the transmitted RFQ to prospective contractors;

2. WAIVE the Business Inclusion Program Outreach requirements for this RFQ;

3. AUTHORIZE the utilization of a Transitional Job Opportunities Program list for this RFQ;

4. AUTHORIZE the staff from Bureau of Street Lighting to evaluate the respondents based upon the requirements and procedures set forth in the RFQ;

5. NEGOTIATE a personal services contract with the most qualified and responsive proposer; and

6. RETURN to the Board of Public Works with a recommendation for a
Pre-Qualified On-Call Bus Stop Lighting Contractor's List for the construction of Bus Stop Lighting Projects for various Public Works projects.

BPW-2020-0556

BOE + BOS

CD 4

SOLE SOURCE PROCUREMENT - LOCAL CONTROL PANEL
PROGRAMMABLE LOGIC CONTROLLER INTEGRATED
VIBRATION DIAGNOSTICS AND MONITORING SYSTEM AND SERVICES - LOS ANGELES GLENDALE WATER RECLAMATION PLANT

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer sole source the selection of one Rockwell Automation's Allen-Bradley Local Control Panel (LCP)/Programmable Logic Controller (PLC) model Compact Logics 5230 with 10 inches Human Machine Interface model 5310 screen with one Allen-Bradley Dynamix 1444 with Connection Technology Center, Inc. (CTC) accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $95,000 for the Los Angeles Glendale Water Reclamation Plant (LAGWRP) Preliminary Treatment Improvements;

2. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer sole source the selection of one Rockwell Automation Allen-Bradley Dynamix 1444 with CTC accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $80,000 for the LAGWRP Blower Air Cleanup System Project; and

3. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer negotiate a price agreement with Rockwell Automation's Allen-Bradley for the above referenced LCP/PLC with Dynamix 1444 integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning which will be procured and installed by the general contractor awarded the construction project.
ORAL REPORT(S)

BPW-2020-0557  (6)

CD 9  Pallet Task Force Update
      - Bureau of Street Services

BPW-2020-0558  (7)

Status Update on Major Upcoming Street Improvement Projects
      - Bureau of Street Services

BPW - September 11, 2020

*** END ***
BPW Meeting - Item (1)

TUESDAY, SEPTEMBER 1, 2020
BPW Meeting - Item (2)

BPW-2020-0553

CD ALL

TRANSFER AGREEMENT NO. 2020MP47 - LOS ANGELES COUNTY FLOOD CONTROL DISTRICT - SAFE CLEAN WATER PROGRAM

Recommending the Board:

1. APPROVE and FORWARD this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works or two members of the Board, and the Director of the Bureau of Sanitation, or designee, to approve the Transfer Agreement (No. 2020MP47, Safe, Clean, Water Program) Municipal Program between the City of Los Angeles and the Los Angeles County Flood Control District for the transfer of Safe Clean Water Municipal Program Funds.

ATTACHMENTS:

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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
SEPTEMBER 11, 2020

CD: ALL

APPROVE THE MUNICIPAL TRANSFER AGREEMENT (AGREEMENT NO. 2020MP47, SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM) BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF LOS ANGELES LA SANITATION AND ENVIRONMENT

RECOMMENDATIONS

1. Approve and forward this report, with its transmittals, to the Mayor and City Council, to authorize the President of the Board of Public Works (Board) or two members of the Board, and the Director and General Manager of LA Sanitation and Environment (LASAN), or designee, to approve the Transfer Agreement (No. 2020MP47, Safe, Clean, Water (SCW) Program – Municipal Program (Transmittal 1), between the City of Los Angeles (City) and the Los Angeles County Flood Control District (District) for the transfer of SCW Municipal Program Funds.

2. Upon execution by the Board, request the City Clerk to attest and certify eight original copies of the Agreement. The City Clerk and the Board are each to retain one original copy, and return the remaining six copies to Sheila Brice, Watershed Protection Division.

TRANSMITTALS

1. Transfer Agreement (No. 202MP47 SCW Program – Municipal Program) including Exhibits A, B, C, and D.

2. City Municipal Annual Plan prepared by LASAN, to satisfy the requirements contained in Exhibit A of the Transfer Agreement.

DISCUSSION

The approval of the Municipal Transfer Agreement (Agreement) will assist LASAN to execute and enter into an agreement with the Los Angeles County Flood Control District (District). The Agreement establishes the requirements and conditions to receive the distribution of SCW Municipal Program funds. After approval of the Agreement, LASAN will sign and execute the Agreement and send it to the District for final approval and full execution. The District will then return the fully executed Agreement to the City within 45 days.

Background
In November 2018, Los Angeles County residents approved Measure W, which created the SCW Program, and includes both Regional and Municipal Programs. Under the District administration, the first annual SCW parcel tax was collected for Fiscal Year (FY) 2019-20. For
the Regional Program, 50% of the revenues generated annually are allocated to Los Angeles County’s nine watershed areas. For the Municipal program, an estimated $114 million will be allocated to Los Angeles County’s 87 cities and unincorporated areas. The Municipal fund’s allocation is in proportion to the tax collected in each jurisdiction on an annual basis. The City’s estimated Municipal Fund for FY 20-21 is $37 million, but subject to change based on the actual collected tax revenues. LASAN has been identified as the City’s lead and fund administrator for the SCW Program by an ordinance amending Los Angeles Administrative Code (LAAC) Sec. 5.594.

On June 9, 2020, the County of Los Angeles, Board of Supervisors approved the Agreement Standard Template to assist and facilitate the transfer of SCW Program funds to Municipalities. Transmittal No. 1 (which includes Exhibit A, B, C, and D) represents the adopted Municipal Agreement Standard Template. The following describes the Exhibits included in the Standard Template:

1) Exhibit A – Annual Plan Contents
2) Exhibit B – General Terms and Conditions
3) Exhibit C – Nature-based Solutions (Best Management Practices)
4) Exhibit D – Operations and Maintenance Guidance Document

Exhibit A or the Annual Plan Contents require LASAN to prepare annual SCW Municipal Program planned expenditures. The Annual Plan for FY 20-21 (Transmittal No. 2), was prepared by LASAN to satisfy the requirements under Exhibit A of the Agreement and the SCW Municipal Program. Disbursement of the Municipal SCW Funds will be within 45-days of the signed executed Agreement or within 14-days of the District’s receipt of the Annual Plan for 2020-21 FY, whichever comes later.

The term of the Agreement expires at the end of FY 2023-24. LASAN and the District shall thereafter enter into a new Agreement based on the most recent Agreement Standard Template from the District.

Project Administration
LASAN will administer the Agreement with the District upon full execution of the Agreement.

APPROVAL AS TO FORM

The Agreement was reviewed by the City Attorney’s Office and has been approved as to form.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

The Agreement and Transmittals were approved by PRD on July 16, 2020.

STATUS OF FINANCING

There is no impact to the General Fund. By executing the Agreement, LASAN will receive the allocated Safe, Clean Water Program - Municipal Program Funding. Funds received from this
Agreement will be deposited into the Measure W - Safe Clean Water - Municipal Program Special Fund No. 60W, Departmental Revenue Source 3183.

Respectfully submitted,

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

REVIEWED AND APPROVED BY:

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 9/1/20

Prepared by:
Sheila Brice, WPD
sheila.brice@lacity.org
TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
LOS ANGELES
AGREEMENT NO. 2020MP47
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as “Agreement,” is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Los Angeles, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities’ respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:
“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality’s annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

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<th>Los Angeles County Flood Control District</th>
<th>Municipality: Los Angeles</th>
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Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS
EXHIBIT B – GENERAL TERMS AND CONDITIONS
EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT
IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.

B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.

C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. The District shall disburse the Municipality’s SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District’s receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.

B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality’s compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.

C. For subsequent Fiscal Years, the District shall disburse the Municipality’s SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality’s Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.

D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
VI. Term of Agreement

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES

By: _____________________________________________________________________
Name: ___________________________________________________________________
Title: ___________________________________________________________________
Date: ___________________________________________________________________

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____________________________________________________________________
Name: ___________________________________________________________________
Title: ___________________________________________________________________
Date: ___________________________________________________________________
EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.
EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.

3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District’s Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality’s headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District’s Safe, Clean Water Program.” At a minimum the sign shall be 2’ x 3’ in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: “Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District’s Safe, Clean Water Program.” The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County
Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.

2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.

3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District’s publicly accessible website.

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4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit
reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District’s obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement’s funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.
B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.


In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.
B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Municipality’s control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

<table>
<thead>
<tr>
<th>Fiscal Year Transferred</th>
<th>Funds Lapse After</th>
<th>Extension Request Due</th>
<th>Commit By</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>6/30/2025</td>
<td>No later than 3/31/2025</td>
<td>No later than 6/30/2026</td>
</tr>
</tbody>
</table>

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.
B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.
B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District’s publicly accessible website and on the Municipality’s website. The Annual Progress/Expenditure Report shall include:

   a. Amount of funds received;

   b. Breakdown of how the SCW Program Payment has been expended;

   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;

   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;

   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years’ investments.

   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.

   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.

   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):

   i. Annual volume of stormwater captured and treated  
   ii. Annual volume of stormwater captured and reused  
   iii. Annual volume of stormwater captured and recharged to a managed aquifer  
   iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.  
   v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.  
   vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.

3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other
instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality’s ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.

3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.

4. Failure to submit annual reports on meeting SCW Program Goals.
EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.
<table>
<thead>
<tr>
<th>METHODS</th>
<th>GOOD</th>
<th>BETTER</th>
<th>BEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetation/Green Space</td>
<td>Use of climate-appropriate, eco-friendly vegetation</td>
<td>Use of native, climate-appropriate, eco-friendly vegetation</td>
<td>Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation</td>
</tr>
<tr>
<td></td>
<td>(groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase of Permeability</td>
<td>Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)</td>
<td>Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)</td>
<td>Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation</td>
</tr>
</tbody>
</table>
| Protection of Undeveloped Mountains & Floodplains | ● Preservation of native vegetation  
● Minimal negative impact to existing drainage system | ● Preservation of native vegetation  
● Installation of new feature(s) to improve existing drainage system | ● Creation of open green space  
● Installation of features to improve natural hydrology |
| Creation & Restoration of Riparian Habitat & Wetlands | ● Partial restoration of existing riparian habitat and wetlands  
● Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted  
● No potable water used to sustain the wetland | ● Full restoration of existing riparian habitat and wetlands  
● Planting of native vegetation - between 21 and 40 different native plant species newly planted  
● No potable water used to sustain the wetland | ● Full restoration and expansion of existing riparian habitat and wetlands  
Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted  
● No potable water used to sustain the wetland |

Board of Public Works Meeting - September 11, 2020 - PAGE 30
<table>
<thead>
<tr>
<th>New Landscape Elements</th>
<th>Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel</th>
<th>Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel</th>
<th>Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhancement of Soil</td>
<td>Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter</td>
<td>Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter</td>
<td>Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter</td>
</tr>
</tbody>
</table>
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project’s function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
   - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
   - Regular inspection and maintenance of pet waste stations
   - Maintaining trash receptacles
   - Removal of trash, debris, and blockages from bioswales
   - Inspection and cleaning of trash booms
   - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance
   - Weed control
     - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
     - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
     - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
   - Tree and shrubbery trimming and care
     - Removal of dead trees and elimination of diseased/damaged growth
     - Prevent encroachment of adjacent property and provide vertical clearance
     - Inspect for dead or diseased plants regularly
   - Wetland vegetation and landscape maintenance
     - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
     - Draining and drawdown of wetland and excessive bulrush removal
o Weed and nuisance plant control
o Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
o Wildflower and meadow maintenance
o Grass, sedge, and yarrow management
o Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  o Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  o Inspection should be performed at least monthly.
  o Recover, replace, or refasten displaced or damaged valve box covers.
  o Inspect and repair bubbler heads.
Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).

Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.

Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.

Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitoes
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors
City of Los Angeles Safe Clean Water Program
2020-21 Municipal Annual Plan
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Executive Summary

Safe Clean Water Program
Creating a More Sustainable and Livable Future for Los Angeles

Background

In November 2018, Los Angeles County residents approved Measure W, which created the Safe Clean Water Program (SCWP) administered by the County of Los Angeles Flood Control District. Generating an estimated $285 million annually from a countywide property tax assessment, the Safe Clean Water Program goals include:

- Implement a new plan for Los Angeles water system to capture the billions of gallons of water we lose each year.
- Help protect our coastal waters and beaches from the trash and contaminants in stormwater that make people sick and threaten marine life.
- Modernize our 100-year-old water system infrastructure, using a combination of nature, science, and new technology.
- Help protect public health, ensuring safer, greener, healthier, and more livable spaces for all.
- Prepare our region for the effects of a changing climate — including recurring cycles of drought, wildfire, and flooding.
- Require strict community oversight and independent auditing to ensure local monies raised would stay local.

The SCWP includes both regional and municipal funding opportunities. On the Los Angeles County regional level, 50% of the revenues generated annually (an estimated $142 million) are allocated to Los Angeles County’s nine watershed areas with the percentage of funds that each watershed area receives being proportional to the tax revenues collected within each watershed boundary. On the municipal side of the SCWP, an estimated $114 million will be allocated to Los Angeles County’s 87 cities and unincorporated areas for multi-benefit water quality and water capture projects. The City of Los Angeles will receive an estimated $34 million annually. The City’s Administrative Oversight Committee (AOC) will provide program oversight, with the Safe Clean Water (SCW) Special Fund tracking the revenues and expenditures for the program.

LA Sanitation and Environment (LASAN) has been identified as the City of Los Angeles’ lead for the SCWP, leading an internal working group of key departments to coordinate efforts and recommending to the AOC which projects move forward for municipal funding. As the lead agency for watershed management and water quality compliance programs for the City of Los Angeles, LASAN is uniquely positioned to partner with other city departments, municipalities, regional agencies and community-based organizations to coordinate the City of Los Angeles’ participation in the SCWP.
City’s SCWP Municipal Annual Plan Fiscal Year (FY) 20-21

The City’s SCWP’s goal is to maximize the benefits to water quality, water supply and community reinvestment for Los Angeles in the implementation of multi-benefit, nature-based stormwater SCW projects. The City SCW Municipal Annual Plan (FY 20-21) outlines the projects, programs, operations and maintenance (O&M), and public outreach activities that will be funded by the SCWP Municipal funds allocated for the City for FY 20-21.

For FY 20-21 SCWP funding, the City will implement the following infrastructure, programs, O&M, and Outreach to achieve the SCWP goals:

1) Construction of five Dry weather Diversion (DWD) systems that will divert dry weather flow from the prioritized stormwater outfalls to sanitary sewers for treatment at the Hyperion Water Reclamation Plant (HWRP) to meet the mandated Total Maximum Daily Load (TMDL) regulations, prevent and reduce the high bacteria levels in dry-weather discharge to the Arroyo Seco and Los Angeles River, and provide water supply and recycling benefits for the City. Additionally, construct the Sepulveda Green Median project that will provide nature based stormwater treatment system, and community benefits to a disadvantaged community in the City.

2) Implementation of the City’s Municipal SCWP that will support City’s current and future municipal stormwater activities and projects to improve the quality of local rivers, creeks, lakes and bays, capture stormwater and reduce the City’s reliance on imported water. The City’s SCW Municipal Program will provide annual funding for municipal-based projects, as well as help plan for City’s regional stormwater projects. The program will help implement nature-based solutions, and will help achieve the multi-beneficial goals of capturing, cleaning and storing stormwater, as well as provide community enhancements such as the rehabilitation of public parks, streets, alleys and/or trails.

3) Implementation of the O&M program and activities for stormwater systems and projects that are prioritized for the SCW FY 20-21 O&M funding. The City recognizes that in order to maintain and protect the benefits of the stormwater projects in the years to come, an effective operation and maintenance (O&M) program is essential. This document describes the O&M activities to be funded by SCW Funds for FY 20-21, as well as the associated future O&M activities for the projects that will be constructed and funded by the SCW Funds for FY 20-21.

4) Implementation of SCW Municipal Public Outreach Program that will provide for community outreach, public engagement, and development of materials and outreach services to support the City’s SCWP and projects, as well as O&M program and activities, related to the stormwater projects. The outreach activities will include a wide variety of methods, ranging from social media outreach to community events and E-blasts.
A-1. Description of Projects

The following six municipal projects are planned to be implemented and funded through SCWP Municipal Program starting in Fiscal Year 2020-2021 (FY20-21):

1. Arroyo Seco Urban Water Quality Improvement Project No. 1 (AS-15)
2. Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)
3. LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)
4. LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)
5. LAR Segment B Urban Water Quality Improvement Project No. 3 – (R2-G)
6. Sepulveda Green Median Project

These projects are adopted as part of LASAN’s annual budget process through the Capital Improvement Expenditure Plan (CIEP).

A. PROJECT DISCUSSION (AS-15, AS-21, R2-2, R2-G, AND R2-J):

The results from the ongoing stormwater quality monitoring program, led by the City of Los Angeles LASAN, identified high bacteria levels in dry-weather discharge to the Arroyo Seco and Los Angeles River. In order to meet the mandated Total Maximum Daily Load (TMDL) regulations, the LASAN and Bureau of Engineering (LABOE) proposed five Dry Weather Diversion (DWD) systems: two DWD systems to divert dry weather flow from the Arroyo Seco (AS), and three DWD systems to divert dry weather flow from the Los Angeles River, Reach 2 (R2).

These DWD systems will divert dry weather flow from the prioritized stormwater outfalls to sanitary sewers for treatment at the Hyperion Water Reclamation Plant (HWRP). The DWD systems consist of storm drain diversion structures with weirs and pipelines, trash collection maintenance holes, pump stations, discharge pipes, pressurized pipes, valve and meter vaults, power supplies for pump stations, a Supervisory Control and Data Acquisition (SCADA) system, and instrumentation.

The first two letters before the hyphen of each site name indicate which river they flow to, and the numbers or letter following the hyphen indicate the respective sub-basin. The DWD projects are within Council District 1 (AS-15) and Council District 14 (AS-21, R2-2, R2-G, and R2-J).
Below are the project descriptions of the five DWD systems:

1. **AS-15 (Arroyo Seco Urban Water Quality Improvement Project No. 1)**

   The AS-15 DWD project is located adjacent to Sycamore Grove Park at the southeast corner of N Figueroa St and S Avenue 49. The DWD will divert maximum dry-weather flow of 0.32 cfs from a City-owned 9 ft x 9 ft box culvert storm drain (SD) which runs perpendicular to the Arroyo Seco Parkway. Flow will enter the 42-inch sanitary sewer (SS) located at the Sycamore Grove Park access road.

   This project will construct a diversion system seven feet downstream of the existing 18-inch vitrified clay pipe (VCP) sewer and connect to the 42-inch sewer. The components will be located south of the Department of Recreation and Parks (RAP) building and north of the 42-inch SS within the unpaved access road parallel to the 110 Freeway, which is just outside the park improvements but within RAP property. Dry-weather flows will be diverted from the existing 9 ft x 9 ft Reinforced Concrete Box (RCB) SD and then gravity flow through an 18-inch Reinforced Concrete Pipe (RCP) line into the DWD system. The entire DWD system is laid out horizontally west to east. Diverted stormwater flows will be pumped via a 4-inch force main into an existing 42-inch SS located just north of Arroyo Seco Parkway. This layout will have the least amount of disruption to existing RAP facilities. Placing the DWD system in the access road will provide ease of access for the contractor during construction and for LASAN personnel for maintenance.

2. **AS-21 (Arroyo Seco Urban Water Quality Improvement Project No. 2)**

   The AS-21 DWD project is located at Hermon Dog Park north of Via Marisol Street and south of Monterey Road. This DWD will divert a maximum dry-weather flow of 0.03 cfs from a City-owned 24-inch diameter storm drain and a 30-inch diameter storm drain which runs through Hermon Dog Park to an 18-inch sewer line in Via Marisol.

   The project will construct two diversion structures that will capture flows from the corresponding drainage area. The first structure will divert runoff from the 30-inch brick storm drain on Via Marisol just before the storm drain connects to the 39-inch storm drain within the park. It is likely that a portion of the brick storm drain will need to be replaced during construction. The second structure will divert runoff from the 24-inch RCP on Via Marisol, just before the storm drain connects to the 39-inch storm drain. Diverted flows will flow by gravity from an 18-inch RCP into an intermediate collection structure before entering the trash collection and DWD wet well. The diverted stormwater flows will be pumped via a 4-inch force main that will be constructed parallel to an existing 8-inch SS (northside). The flows will discharge into an existing 18-inch SS Manhole (MH) located 1,400 ft west in Via Marisol Street just before Arroyo Seco Pkwy intersection. This project will locate the DWD system in the sidewalk and adjacent street, 400 ft northwest of Via Marisol and Monterey Rd intersection, thus eliminating impacts to RAP property. This site was selected due to its location outside of the RAP right-of-way (ROW). This will allow the project to be constructed without removing any trees or buildings and will provide greater access for LASAN staff to conduct maintenance activities.
3. **R2-02 Phase II (LAR Segment B Urban Water Quality Improvement Project No. 1)**

The R2-2 DWD system for this project is located on 2nd Street, between Alameda Street and Rose Street. There are several large apartment complexes along 2nd Street. This DWD will divert a maximum dry-weather flow of 1.77 cfs from a LA-County owned 11.5 ft (W) x 13 ft (H) box culvert storm drain which runs west to east in 2nd Street. Diverted storm water will discharge to one of the sewers in the vicinity. The diverted flow will be conveyed to a trash collection MH and a pump well on the north side of the storm drain. Flow will be pumped eastward along 2nd Street to an existing sanitary sewer MH located at the intersection of 2nd Street and Rose Street, where an 18-inch and an 8-inch diameter sewer discharge pipeline is located. The recommended layout for this alternative place the majority of pipeline and construction work on one side of the street, away from the apartment complex garage entrance. This results in the least amount of disruption to the surrounding neighborhood and infrastructure. The linear layout of the DWD system components will also make operations and maintenance efforts more efficient.

4. **R2-G (LAR Segment B Urban Water Quality Improvement Project No. 3)**

The R2-G DWD project is located below the 101 Freeway in the ROW of Mission Road. Of the five DWD sites, R2-G site has the most traffic and is the only site near a state highway. Mission Road passes underneath the 101 Freeway, which has several onramps and off ramps in the vicinity. The DWD will divert a maximum dry-weather flow of 1.25 cfs from a City-owned 7.5 ft diameter arch culvert, 12 ft (W) x 9 ft (H) box culvert, and 12 ft (W) x 10 ft (H) box culvert which all run east-west in Elliott St and discharge to the adjacent LA River outfall. Diverted storm water will discharge to one of the sewers in the vicinity. Elliott Street has been vacated and is now privately-owned in conjunction with property to the north on Mission Road.

This project would intercept the storm drain flows from Cesar Chavez Road, and place the diversion structures in the middle of Mission Road. The DWD will connect to an existing MH on the 24-inch sewer line in Mission Road just upstream of the existing inverted siphon. Selection of this MH would allow for a shorter connection pipeline which would help reduce capital cost and associated excavation cost. The linear layout of the DWD system components will also help alleviate impact to traffic during construction and will allow for safer access for future operations and maintenance efforts.

5. **R2-J Phase I (LAR Segment B Urban Water Quality Improvement Project No. 2)**

The R2-J DWD project is located at the intersection of Palmetto Street and Santa Fe Avenue. This site is near businesses, restaurants, and apartment complexes. This DWD will divert a maximum dry-weather flow of 0.34 cfs from two perpendicular 90-inch storm drains to an 8-inch sewer. The storm drains which run east-west, parallel to the 8-inch sewer, is owned by Los Angeles County. The perpendicular (northwest-southeast) storm drain is owned by the City of Los Angeles. Diverted storm water will discharge to the 8-inch sewer in Santa Fe Avenue.
The dry-weather flow will be intercepted on the 90-inch diameter storm drains in Palmetto Avenue and Santa Fe Avenue, respectively. This option places all DWD system components in close proximity, avoiding the need for dual trash collection maintenance holes. The flow will be combined at a trash collection MH which will then be pumped to the existing MH. The project components will be constructed outside of the roadways, within the concrete pavement adjacent to the main traffic lanes on Santa Fe Avenue. The DWD system layout will allow for the least amount of disruption to the busy road system during construction and ensure safer access for future operations and maintenance.

**HOW THE DWD PROJECTS WILL MEET SCW GOALS**

These projects are located in the drainage area of Segment B of the Los Angeles River, and are included in the Upper Los Angeles River Enhanced Watershed Management Program. Specifically, these DWD projects will divert dry-weather flows from two sub watersheds that are tributary to the Arroyo Seco and three sub watersheds that are tributary to Los Angeles River (LA River). Both the Arroyo Seco and LA River are negatively impacted by the various pollutants contained within urban runoff. By diverting the dry-weather flows from the Arroyo Seco and LA River and pumping this water into local sanitary sewers for treatment at the City’s Hyperion Water Reclamation Plant (HWRP), the following key benefits would be accomplished:

- Minimize or eliminate the discharge of potentially polluted dry weather runoff from the receiving waters;
- Divert dry weather runoff in the stormwater collection system to the wastewater collection system to be conveyed to HWRP for treatment and reuse;
- Improve health of local watersheds;
- Improve health of marine life and of health of people that use beaches; and
- Improve local water supply reliability.

**DWD Project Schedule, Quantitative Targets and Metrics:**

Below are the quantitative targets and corresponding project metric tables for these DWD projects. Progress metrics and completed project phases would be reported in subsequent Municipal Expenditure Reports.
Table 1A. Project Schedule for the Five DWD systems:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-design</td>
<td>12/01/2018</td>
<td>10/30/2019</td>
</tr>
<tr>
<td>Design</td>
<td>11/01/2019</td>
<td>07/30/2020</td>
</tr>
<tr>
<td>Right of Way/Approvals</td>
<td>11/01/2019</td>
<td>07/30/2020</td>
</tr>
<tr>
<td>Bid and Award</td>
<td>08/01/2020</td>
<td>01/31/2021</td>
</tr>
<tr>
<td>Construction</td>
<td>02/01/2021</td>
<td>08/31/2022</td>
</tr>
<tr>
<td>Post-Construction Optimization</td>
<td>09/01/2022</td>
<td>09/01/2023</td>
</tr>
</tbody>
</table>

Table 1B. DWD Systems Targets and Metrics for FY 20-21 and at Project Completion

<table>
<thead>
<tr>
<th>Project / Phase</th>
<th>Project Completion (1)</th>
<th>FY 20/21 Annual Plan (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quantitative Target</td>
<td>Corresponding Metric</td>
</tr>
<tr>
<td></td>
<td>Annual Dry Season Discharges to Receiving Waterbody (each)</td>
<td>Annual Maintenance Visits (each)</td>
</tr>
</tbody>
</table>

| Arroyo Seco No. 1 – (AS-15) | 0 | 3 | B&A / Const. | 100% / 5% |
| Arroyo Seco No. 2 – (AS-21) | 0 | 3 | B&A / Const. | 100% / 5% |
| LAR Segment B No. 1 – (R2-02) | 0 | 3 | B&A / Const. | 100% / 5% |
| LAR Segment B No. 2 – (R2-J) | 0 | 3 | B&A / Const. | 100% / 5% |
| LAR Segment B No. 3 – (R2-G) | 0 | 3 | B&A / Const. | 100% / 5% |

Notes for the above Table 1B:
1. The metrics shown under this category will be the measure for which the projects will be evaluated to ensure they meet SCWP Goals through their life cycle.
2. The metrics shown under this category will be the measure for which the funds received for this Fiscal Year will be used.
3. B&A = Bid and Award; Const. = Construction
B. PROJECT DISCUSSION – SEPULVEDA GREEN MEDIAN PROJECT

The Sepulveda Green Median is a LASAN in-house Design/Build project. The project is located on Sepulveda Blvd. between Haynes Street and Lemay Street in Council District 6 within the City of Los Angeles. The project is an existing median island that runs parallel to Sepulveda Blvd, with Sepulveda Blvd being on the east side of the island and the access road N. Sepulveda Blvd to its west. The median island is 13 feet in width and approximately 1,300 feet in length. It is currently filled with dry vegetation, overgrown bushes, palm trees, and utility poles, making it inaccessible for pedestrian travel. This project is located in a Disadvantaged Community and is prone to flooding due to the lack of stormwater infrastructure in the area.

The approximate 1,300 linear feet median island will be enhanced as an urban green passageway providing much needed public access and connectivity along this urban dense corridor. In addition, it will create an aesthetic landscape buffer for pedestrians utilizing the island by shielding them from the ongoing traffic on Sepulveda Blvd. The project scope includes construction of a 5 ft-wide decomposed granite (DG) walkway path and 7 ft-wide of landscaping that will run the length of the median, intersecting the newly constructed concrete seating area and shade covering at the existing Metro bus stop. Construction of four new ADA-compliant ramps on the median and upgrading 3 existing access ramps outside the median to satisfy the current ADA codes. A passive irrigation system, called Permavoid, will be installed to sustain the landscaped area, and eliminate the need for the traditional sprinkler system. Dense hedge-like plants and low-growth trees will be planted along the Sepulveda path to provide noise and aesthetic buffer to the adjacent residential neighborhood in the highly urbanized City corridor.

In summary, the key project elements include:

1. Construct four new access ramps and upgrade 3 existing access ramps
2. Plant new trees
3. Construct a decomposed granite 5 ft-wide walkway
4. Add a concrete bus stop waiting area with benches and shade
5. Install a passive irrigation system called Permavoid
6. Plant native vegetation/community landscaping

HOW THE PROJECT WILL MEET SCW GOALS

This project is located in the drainage area of Segment D of the Los Angeles River which is included in the Upper Los Angeles River Enhanced Watershed Management Program that has been identified as a contributor of elevated bacteria concentrations. Implementation of the project will aid in lessening bacteria discharge to the Los Angeles River. Below are some of the examples of how the project will help meet SCW Program Goals.

- Water Supply demonstrated benefits by capturing stormwater through a series of catch basins, cleaning and treating the stormwater with the use of first flush drain inlet systems,
storing it in the Permavoid system and using it to irrigate the landscaping. Eliminating the need for a sprinkler system.

- Water Quality and Public Health benefits by cleaning up contaminated water, increasing access to open space, providing additional new green space, and help the community mitigate and adapt to the effects of climate change through increasing shade and green space.

- Multi-benefit project that prioritizes Nature-Based Solutions.

- Project encourages innovation of new technologies and practices with the use of the passive irrigation system providing this DAC community several benefits.

This project also provides benefits to the adjacent disadvantaged neighborhood through aesthetic community enhancement, increased pedestrian connectivity, and reduction of risks to pedestrians. In addition, native, drought tolerant landscaping will sequester and store carbon providing health benefits to a neighborhood bordering a major transportation corridor.

**Sepulveda Green Median Project Schedule, Quantitative Targets and Metrics:**

The quantitative targets and corresponding project metric tables for the project are listed below. Progress metrics and completed project phases would be reported in subsequent Municipal Expenditure Reports.

**Table 1C. Proposed Project Schedule**

<table>
<thead>
<tr>
<th>TASK</th>
<th>FY 2019/20</th>
<th>FY 2020/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRE-DESIGN</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>DESIGN</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>CONSTRUCTION</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Below are the quantitative targets and corresponding project metric table for this project, with the project expected for completion prior to end of FY 20-21.
Table 1D. Sepulveda Green Median – Design/Build Project

<table>
<thead>
<tr>
<th>Project / Phase</th>
<th>FY 20/21 Annual Plan (1)</th>
<th>FY 20/21 Project Completion (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quantitative Target</td>
<td>Corresponding Metric</td>
</tr>
<tr>
<td>Sepulveda Green Median</td>
<td>Project Task</td>
<td>Status Completion</td>
</tr>
<tr>
<td></td>
<td>Construction</td>
<td>100% by June 2021</td>
</tr>
</tbody>
</table>

Notes for the above table:
1. The metrics shown under this category will be the measure for which the projects will be evaluated to ensure they meet SCWP Goals through their life cycle.
2. The metrics shown under this category will be the measure for which the funds received for this Fiscal Year will be used.

Table 1E. Estimated Project Cost Amount. The following costs describe the SCW Project funding:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 20-21 SCW Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1 Funded Activity (Projects)</td>
<td></td>
</tr>
<tr>
<td>Arroyo Seco Urban Water Quality Improvement Project No. 1 – (AS-15)</td>
<td>$ 625,000</td>
</tr>
<tr>
<td>Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)</td>
<td>$ 1,607,500</td>
</tr>
<tr>
<td>LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)</td>
<td>$ 1,250,000</td>
</tr>
<tr>
<td>LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)</td>
<td>$ 1,250,000</td>
</tr>
<tr>
<td>LAR Segment B Urban Water Quality Improvement Project No. 3 - (R2-G)</td>
<td>$ 1,713,440</td>
</tr>
<tr>
<td>Sepulveda Green Median</td>
<td>$ 900,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 7,345,940</strong></td>
</tr>
</tbody>
</table>
A-2. Description of Programs

THE MUNICIPAL SAFE CLEAN WATER PROGRAM STRATEGY

As the lead agency for the SCWP, LASAN presides over an internal working group comprised of key departments that coordinate efforts and recommend projects for SCWP municipal funding. LASAN, in collaboration with the working group and the AOC, will also develop a plan to outline current and future projects and O&M needs for the City to be funded by Measure W for both Municipal and Regional programs. The plan will build on and provide support for the various water quality improvement programs, plans, and projects that the City has been implementing over the past years, including the various green infrastructure and distributed projects throughout the City.

Moreover, the City’s SCWP encompasses LASAN’s and the Working Group’s efforts to identify and prepare infrastructure projects for both Regional and Municipal funding opportunities. This strategy will help the City focus on the highest priority projects, and thus help the City meet its water quality compliance goals while also increasing local water supply potential and maximizing community benefits.

One of the programs that will also be supported by the Municipal funds through optimization and O&M activities include the Proposition O–Clean Water Bond, which constructed stormwater and green infrastructure projects to prevent and remove pollutants from regional waterways and the ocean, protect public safety, and address federal Clean Water Act (CWA) regulations. Moreover, the Municipal SCWP funds will also build on projects identified from the five Enhanced Watershed Management Programs (EWMP), and one Watershed Management Program (WMP), that the City completed as part of its Municipal Separate Storm Sewer System (MS4) permit requirements.

The Municipal SCWP funds will also be used to fund the water quality improvements and green infrastructure for the City’s Complete Streets Program. The City’s Complete Streets Program was launched in 2018 and is being led by the City’s Bureau of Engineering, in partnership with LASAN, the Department of Transportation (LADOT), the Bureaus of Street Services, and Street Lighting. The Program’s goal is to ensure the safety, accessibility, and convenience of transportation users, as well as enhance, and beautify City streets to foster healthy recreational activities, and provide multi benefits to the communities. Stormwater and water quality improvements BMPs will be incorporated when feasible, in the design, development, and implementation of Complete Streets projects. The BMPs will help capture, filter and treat stormwater runoff from the roadway, driveways, and sidewalk area. The numerous benefits of incorporating stormwater BMPs into the Complete Street Program include:

- Reduction in total stormwater volume entering the storm drain system
- Lowers peak flow intensities and helps to make flow rates more consistent during large rain events
- Removes pollutants (including metals, oils, and bacteria) from urban runoff, improving the water quality of runoff that flows into natural bodies of water
- Provides an attractive and valuable public space amenity
Lastly, by building on and continuing the various stormwater and water quality improvement programs, the City’s SCWP ensures more effective use of public funds, timely and effective compliance with stormwater permit requirements, and effective and continued support for current City’s stormwater infrastructure and green projects.

MUNICIPAL SCWP CRITERIA AND METRICS

Municipal Project Scoring Criteria

The City also developed the Municipal Project Specific Scoring Criteria (Criteria) to evaluate projects being proposed for implementation under the City’s Municipal Program. Under the guidance and direction of Executive Directive #25, the Criteria aligns the SCWP with the goals of the City’s Green New Deal. The Criteria consists of six main categories: (1) Water Quality; Water Supply; Flood Protection; Environmental Justice, Disadvantaged Communities, and Resiliency; Resources; and Operations and Maintenance for a total of 110 points.

Overall the Criteria mirrors the LACFCD SCWP Regional Scoring Criteria in order to meet SCWP goals and facilitate selection. The Criteria also highlights the City’s values and priorities such as community investments for flood protection, environmental justice, disadvantaged communities, and climate resiliency. Lastly, the Criteria would be evolving and updated over time as the SCWP and City program are refined over the course of the SCWP implementation.

The Criteria structure is described below:

- The Water Quality category is allocated 40 points (~36%) of the total criteria and is aimed at highlighting projects with the most water quality benefits. Particularly, the category ranks projects based on influent water quality, the population density served by the project, EWMP compliance requirements, the impact and expenditure rate of the Proposition O program, water quality compliance progress achieved by the project, and the cost effectiveness of the load reduction achieved by the project.

- The Water Supply category is allocated 20 points (~18%) of the total criteria and is aimed at highlighting projects that advance the City’s water resiliency goals. Particularly, the category ranks projects based on the project’s ability to offset potable water use, the cost effectiveness of the water supply benefit, and the projects ability to tap into non-potable water resources year-round.

- The Flood Protection category is allocated 15 points (~14%) of the total criteria and is aimed at highlighting projects that aid in flood protection. Particularly, the category ranks projects based on the nature of existing flooding impacts such as severity, impacts to pedestrians and traffic, and mitigation of flooding impacts such as prioritizing larger design storms and removing flood zone designations.
The Environmental Justice/Disadvantaged Community /Resiliency category is allocated 20 points (~18%) of the total criteria and is aimed at incorporating Equity and resiliency programmatically into project selection for the City's SCWP Municipal Program. Particularly, the category ranks projects based on the project’s ability to directly benefit a Disadvantaged Community, the project’s ability to provide community enhancements and additions (such as multi-modal benefits, public health and environmental remediation, recreation opportunities, partnerships with community and local workforce development, and preservation/enhancement of local character and community views), biodiversity resiliency, and climate resiliency.

The Resources category is allocated 10 points (~9%) of the total criteria and is aimed at prioritizing project readiness such as leveraged funding and community engagement. Particularly, the category ranks projects based on amount of funding available for leveraging and the partnerships and engagement sought out by the project including departmental collaboration, alignment with City directives and stakeholder engagement.

Lastly, the O&M category is allocated 20 points (~5%) of the total criteria and is aimed at prioritizing cost effectiveness of projects’ long-term operation and maintenance.

Municipal Program Metrics

In addition to the Municipal Scoring Criteria above that will help ensure quantitative evaluation of Municipal projects against SCW goals, LASAN will track the following metrics to help ensure strategic and efficient implementation of the program. The metrics will measure and evaluate key performance indicators in the following program areas:

1) Planning Metrics
   - Number of feasibility studies (minimum of two for FY 20-21) for SCW Regional Round 2 project applications;
   - Identification and development of concept reports for municipal projects;
   - Project Tracking, and Database (Design, Development, and Implementation) for Streamlined Community Outreach and Reporting, DAC, and flood protection benefits;
   - Monitoring Events/ Activities to support Project identification

2) Stormwater Regulatory Compliance Metric
   - EWMP revisions for stormwater project identification

3) Stakeholder and Community Involvement Metric
   - Community meetings and engagements activities

4) Operation and Maintenance Metric
   - Number of O&M activities to optimize and maintain stormwater and green infrastructure projects
5) Governance, Oversight and Implementation Metric
   • OAC establishment
   • Establishment of guidelines, policies and ordinances to support SCWP Implementation
   • Partnership and Collaboration building (leveraged funds, project partnering)

THE MUNICIPAL PROGRAM’S WATER QUALITY GOALS

Stormwater improvement projects are intended to improve the quality of a downstream waterbody are typically driven by regulations such as the Total Maximum Daily Loads (TMDLs) and/or 303(d) listings. As required by the Los Angeles County MS4 Permit, the City prepared several EWMPs and one WMP to address impairments to downstream water bodies such as rivers, bays, and oceans. The EWMPs specified both regional and distributed projects predicted to achieve the required pollutant load reduction(s) by the TMDL-specified deadlines. The Dry Weather Diversion (DWD) projects that are included in this Annual Plan address and are part of the City’s compliance strategy to meet TMDL and EWMP requirements.

Additionally, LASAN and the working group will address the process of planning, designing, and constructing the SCW projects under the Municipal Program, and cooperating with other local agencies where multiple parties are involved, and ensure that these projects meet the water quality goals, and applicable water quality permit requirements. LASAN is involved in project design from the outset and, upon project completion, and in most cases, owns the facilities (or stormwater-related components) as part of its stormwater fixed assets. This strategy allows LASAN to best operate and maintain these projects and ensure they provide the expected water quality benefits throughout their anticipated life cycle.

Lastly, improving local water quality is a high priority for the City of Los Angeles, and is included in the Mayor’s 2019 Green New Deal, which includes a goal of building at least 10 new multi-benefit stormwater capture projects by 2025, 100 by 2035, and 200 by 2050. LASAN plans to align the City’s SCW Municipal Program in order to effectively achieve LA’s water quality goals.

THE MUNICIPAL PROGRAM’S WATER SUPPLY GOALS

Increasing the City’s local water supply potential is another important and significant goal for the City’s SCW Municipal program. In recent years, the City passed two Mayor’s Executive Directives directly concerning water supply: Executive Directive Number 5, which seeks to reduce potable water use and imported potable water demand, and created an integrated strategy to increase local water supply; and Executive Directive Number 7, which directed City departments to implement the goals of the Sustainable City pLAn.

The City’s 2019 Green New Deal includes a goal to source 70% of our water locally and capture 150,000 acre-feet per year of stormwater by 2035. Projects built through the SCW Municipal Program can also support this goal; LADWP is the City’s lead on developing stormwater
projects that maximize the local water supply potential, as well as controlling water rights in the groundwater basins and the treatment and delivery of drinking water. Building projects that support both water quality and water supply will provide opportunities to leverage LADWP funds for water supply with SCW Program funds to improve local water quality.

MULTI-BENEFITS AND COMMUNITY REINVESTMENT

In addition to the primary benefits discussed above, the City’s SCWP will also seek to implement projects that provide multi and reinvestment benefits, to the communities in which the projects are constructed. These benefits can generally be grouped into environmental benefits and community benefits, and would help address environmental or social equity targets (including Disadvantaged Communities or DACs), as well as those included in the City’s Sustainable City pLAN, in relation to environmental justice, economic equity, and job creation initiatives.

Finally, improving the City’s capacity to reduce localized flooding is a critical priority for the City. The SCWP’s focus on green stormwater infrastructure such as bioswales combined with dry wells and other green stormwater infrastructure, can effectively help and reduce localized flooding. This has been successfully implemented in the past through the City’s distributed green streets projects, where flooding and associated impacts on pedestrians has been significantly reduced. Expanding such green street projects and programs through SCW Municipal funding can provide and enhance benefits to the communities.
A-3. Operation and Maintenance Activities

The City operates and maintains one of the largest grey and green infrastructure stormwater systems in the nation, serving a population of over four million within a 600 square mile service area, and encompasses a comprehensive maintenance program that includes preventive, proactive, predictive, and corrective maintenance measures. O&M is a critical component to ensure the proper performance of the City’s green and grey stormwater infrastructure over the systems’ designed service life. Properly planning and executing O&M activities from upstream pretreatment devices (e.g., trash/debris interceptor, sedimentation basin) through all other components of a project, can significantly improve the lifespan of the City’s projects, thereby increasing the project benefits at the project and watershed scale. The City considers O&M requirements throughout the project’s design, construction, and optimization phases to properly develop and implement O&M activities for the projects life cycle.

The City’s O&M program for stormwater projects is funded from multiple funding sources including the Stormwater Pollution Abatement Charge (SPAC), wherein appropriations are balanced between the existing needs of the pollution abatement and flood control programs, as well as other alternate funding sources, including Federal and State grants and private development fees. The passage of SCWP creates a significant funding stream that the City will maximize to build, operate and maintain multi-benefit, nature-based stormwater management projects.

The City’s Municipal Annual Plan for FY 20-21 includes the following O&M activities:

(1) Catch Basin (CB) BMP Replacement Program

The Trash TMDL imposed by the LA Regional Water Quality Control Board requires the City to maintain its zero-trash discharge into the impaired waterbodies (e.g., LA River, Ballona Creek, Machado Lake and Santa Monica Bay) or face financial liabilities. The proposed Contract, to be obtained through a Request for Proposals, is intended to address this requirement by replacing outdated and damaged CB BMPs (i.e., inserts and curb opening screens) throughout the City. The initial installations of CB BMPs started in the year 2000 and many of the existing devices have reached their service life and are no longer functional. The City retrofitted over 40,000 CBs citywide over a course of 15 years in order to fully meet the Trash TMDL final milestone. This new contract will serve as the basis of the CB BMP Replacement Program which is intended to be a Citywide annual program that retrofits 2,000 CBs annually to ensure all retrofitted CBs are operational in keeping trash out of the storm drain system and thus maintaining full Trash TMDL compliance. The CB BMP Replacement Program has a proposed Annual Budget of $2 million/year.

(2) City’s Operation and Maintenance Hub Program and System Services

The City in addressing storm water quality to meet regulatory requirements has built over 40 projects, both conventional (“brick and mortar”) and nature-based systems over the years. The projects’ operation and maintenance has been addressed through a Hub program and system
services where operations and staff are centralized to operate and maintain projects in each of their respective geographical boundaries.

Currently, the City operates three Hub services; (1) the Machado Lake Hub which oversees all the storm water projects in the southern portion of the City; (2) the South LA Hub which oversees all the storm water projects in the central portion of the City; and (3) the Echo Park Lake Hub which oversees all the storm water projects in the northern portion of the City. The operation and maintenance activities are similar at all of the Hubs, and includes maintenance of pumping systems, aeration systems, real-time monitoring systems, vegetation maintenance, and flow management. These activities are year-round and involve staff from various crafts and trades to ensure continual operation. Currently, the City has 14 full time employees solely assigned to these projects that are dispersed equally at each Hub but resource adjustments are made seasonally depending on the Hub maintenance need. The fourteen (14) Maintenance Labor positions are to be funded by SCW Municipal Program, as part of the City’s Clean Water North Collection Division (CWNCD). And as more projects come online in the future, the operation of these Hubs will be adjusted as needed to ensure that operation and maintenance needs of the City’s stormwater projects are addressed.

Moreover, the Department of Public Works, LASAN and Clean Water Collection Division (CWCD) SOP manual, guide the operation and maintenance of specific stormwater systems and projects. Tasks and their frequency are determined based on operation and maintenance experience, past performance, manufacturer’s recommendations and site-specific conditions. Scheduled and completed tasks are catalogued and tracked by work orders in a maintenance management system called ELLIPSE. This standardized and streamlined management system will help ensure proper, efficient, and adequate O&M operations.

(3) O&M Monitoring Program

In order to maintain and protect the benefits from stormwater projects in the years to come, an effective operation and maintenance (O&M) monitoring program is essential. Monitoring will enable the City to take a proactive approach to addressing maintenance issues, and will form the backbone of the O&M Program for stormwater projects.

The following defines the general scope of work for O&M monitoring program, and includes the following key Elements:

**Element 1:** Replace/upgrade Monitoring Equipment, as needed  
**Element 2:** Site Visits: Data collection and Observations  
**Element 3:** Water Quality Monitoring & Assessment  
**Element 4:** Maintenance Contract System  
**Element 5:** Reporting Program and Stakeholder Advisory Group

(4) Future O&M Activities for SCW Funded (A-1) Projects
The projects discussed in A-1 will require O&M activities upon completion of the construction phase. The O&M activities are identified here only for discussion purposes, and not included as expenditures for FY 20-21.

(1) Arroyo Seco and LAR DWDs Systems

The O&M manual will be delivered by the consultant with the final design of these five DWDs Systems. All five DWD systems will function in a fill-and-draw mode during normal dry-weather conditions. Each DWD system will function to allow normal dry-weather flow to fill the pump station structure up to a predetermined level at which point the Programmable Logic Control (PLC) will call for the current lead pump to run until the low level is reached. At the low level, the lead pump will be called to stop by the PLC. On a monthly basis, the lead pump and the stand-by pumps will be alternated. During wet weather conditions, the PLC will receive a signal from the LASAN SCADA system instructing it to lock-out operations. After the wet weather condition ends, the wet weather signal will be deactivated and the DWD system will continue normal dry-weather operations. Level indicating transmitters will be included in the pump station. Control of the DWD system will be based on the level signal from the level indicating transmitter in the pump station. The control cabinet will be programmed according to the City’s standard operating programs that have been used on other DWDs.

An example of the O&M duties includes:

LASAN operations staff will be required to perform routine maintenance on the DWD system, including mechanical, electrical, and instrumentation components. The maintenance activities and respective frequency will consist of:

1. Exercising all valves, gates, hatches, and lids twice per year
2. Pump inspections once per year
3. Debris/Trash removal from trash collection maintenance holes every six months and after every significant storm event. Trash removal will require a Vactor truck. Vactor trucks can remove debris from a depth of 30 ft below grade.

DWD O&M Activities Contribution to SCW Program Goals:

As stormwater improvement projects, DWDs are driven by regulations such as TMDLs, 303(d) listing and most recently, the EWMPs to address impairment to downstream waterbodies. DWDs specifically target high fecal bacteria polluted runoff during the dry weather period. In general, DWDs help improve water quality and contribute to the attainment of water quality objectives, and improve public health by cleaning up contaminated water bodies. Improper operation and maintenance of DWDs can lead to shorter project life span, overall reduction in project life cycle benefits, and potential failure to achieve water quality and water supply compliance objectives. Alternatively, properly planning and executing O&M activities, from upstream pretreatment devices (e.g., trash/debris interceptor, sedimentation basin) through all other components of a project, can significantly improve the lifespan of the DWDs, thereby increasing the project benefits at the project and watershed scale.
The estimated annual O&M cost for each of the five DWDs systems is $30,000/yr.

(2) Sepulveda Green Median Project
The O&M Program will assume the following components:
   1. Clean vegetated swales from debris such as litter, leaves, weeds, sediments and/or other materials regularly;
   2. Clean adjacent street gutter regularly;
   3. Replace and repair water systems as necessary for any leaks, breaks or clogs;
   4. Replace vegetation and mulch as necessary;
   AFTER RAIN EVENT:
   5. Inspect within 72 hrs. of significant rain event to ensure that there is no standing water;
   6. Inspect for sediments from inflow points;

The estimated annual O&M cost for this project is $10,000.
A-4. Stakeholder and Community Outreach/Engagement Activities

Community Outreach and Community Engagement

Community outreach and community engagement is a vital component within the Safe Clean Water Program. The development and implementation of community outreach and engagement activities throughout the design and construction phases of funded projects to solicit input and engage community members is a requirement for both regionally and municipally-funded infrastructure projects. The City of Los Angeles will adhere to the County of Los Angeles’ community outreach and engagement guidelines for funded projects.

2020-21 Safe Clean Water Program Municipally-Funded Infrastructure Projects

The following six municipally-funded infrastructure projects will need ongoing community outreach and engagement in fiscal year 2020-21:

1. Arroyo Seco Urban Water Quality Improvement Project No. 1 (AS-15)
2. Arroyo Seco Urban Water Quality Improvement Project No. 2 – (AS-21)
3. LAR Segment B Urban Water Quality Improvement Project No. 1 – (R2-02)
4. LAR Segment B Urban Water Quality Improvement Project No. 2 – (R2-J)
5. LAR Segment B Urban Water Quality Improvement Project No. 3 – (R2-G)
6. Sepulveda Green Median Project

As these projects are currently in the design phase, initial community outreach activities have already been conducted in coordination with the appropriate elected officials and project stakeholders. Ongoing community outreach and engagement activities for these six projects will continue and will include coordination with other agencies, elected officials and community stakeholders throughout the projects’ construction timelines. These projects are anticipated to enter the construction phase in early 2021.

Safe Clean Water Program Regional Projects (Round 2 and Round 3)

Projects for SCW Round 2 and Round 3 Regional Program applications will require community outreach and engagement activities prior to the projects submittal deadlines. Each of the projects will require community outreach and engagement with community based organizations, and project stakeholder groups to secure letters of support for the projects prior to the County of Los Angeles’ Regional Round 2 and Round 3 submittal deadlines.
A-5. Post-Construction Monitoring

**Background:**
Watershed Protection Program of LASAN is responsible for implementing the O&M monitoring of the projects completed using SCWP funds. A robust and well-planned monitoring program will serve as the backbone of an effective and proactive O&M program. Through frequent observations, documentation, and effective distribution of information, O&M issues that impede a project’s effectiveness can be quickly identified and resolved in a proactive manner.

Dry weather Diversions (DWDs) and similar local-scale projects are essential to LASAN’s strategy for compliance with the MS4 Permit. The ongoing O&M of these projects is essential to their success in meeting water quality goals and maintaining intended community benefits. Post-construction monitoring will be devised as needed for these projects.

DWDs and similar projects are designed to divert urban runoff (dry weather) and potentially “first flush” storm flows to the sanitary sewer system so that runoff can be properly treated at LASAN’s water reclamation plants, and thus, be kept from impacting receiving waters (e.g., LA River or Santa Monica Bay). Other projects include vegetated infiltration components (e.g., Sepulveda Green Median). This document lays out a general approach to O&M monitoring for DWDs and similar scale projects:

**General Approach**

**Routine Observations**
Each of the projects listed in A-1 of this Annual Plan will include routine observations as a basic element of their O&M Monitoring Program. For the DWD projects and Sepulveda Green Median project, the site visits will be made based on operational needs and previous experience in monitoring these types of projects.

**Communication & Follow-up**
Communication and reporting of information are vital to the success of the Post Construction O&M program. An O&M and Monitoring stakeholder group will be formed as needed for projects, and will include key staff from the following groups:

- LASAN Safe Clean Water Program - Project Managers
- LASAN Watershed Protection Program, Pollution Assessment Section (O&M Monitoring Unit)
- LASAN Wastewater Collection Systems Division: Maintenance Section
- Department of Recreation & Parks (if needed)
- Council District Office (if needed)
- Mayor’s Office (if needed)
A-6. Institute for Sustainable Infrastructure (ISI) Verification

The commitment of the City of Los Angeles to use Envision draws attention to the importance and value of developing infrastructure more sustainably. Envision is a framework that includes 64 sustainability and resilience indicators, called ‘credits’, organized around five categories: Quality of Life, Leadership, Resource Allocation, Natural World, and Climate and Resilience. These collectively address areas of human well-being, mobility, community development, collaboration, planning, economy, materials, energy, water, siting, conservation, ecology, emissions, and resilience. These indicators collectively become the foundation of what constitutes sustainability in infrastructure. Envision supports higher performance through more sustainable choices in infrastructure development. The framework provides a flexible system of criteria and performance objectives to aid decision makers and help project teams identify sustainable approaches during planning, design, and construction that will carry forward throughout the project’s operations and maintenance and end-of-life phases. Using Envision as a guidance tool, owners, communities, designers, contractors, and other stakeholders are able to collaborate to make more informed decisions about the sustainability of infrastructure. Envision can also be used to receive third-party verification of a project assessment which gives public recognition to infrastructure projects that make exemplary progress towards sustainability.

Table 4 demonstrates the Envision award status of the City’s completed/ongoing projects that anticipate funding from the SCW Program payment for operation and maintenance activities.

Table 4. Envision Award Status for City of Los Angeles Projects.

<table>
<thead>
<tr>
<th>Project</th>
<th>Envision Award Level</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Los Angeles Wetlands Park</td>
<td>Platinum</td>
<td>Complete</td>
</tr>
<tr>
<td>Albion Riverside Park Project</td>
<td>Gold</td>
<td>Complete</td>
</tr>
<tr>
<td>Argo Drain Sub-basin Facility</td>
<td>Silver</td>
<td>Complete</td>
</tr>
<tr>
<td>Rory M. Shaw Wetlands Park</td>
<td>Platinum</td>
<td>Complete</td>
</tr>
<tr>
<td>Aliso Creek Limekiln Creek</td>
<td>TBD</td>
<td>Ongoing/registered</td>
</tr>
</tbody>
</table>
## A-7. Budget

The City of Los Angeles’ Municipal Annual Plan Budget was developed in pursuant to the SCW Program Implementation ordinance and guidelines. Table 5 below describes the City’s budget for SCW funds.

<table>
<thead>
<tr>
<th>Program Element</th>
<th>SCWP Funds Received FY 20/21</th>
<th>SCWP Planned Expenditures FY 20/21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A-1 Funded Activity (Projects A-1 Subtotal)</strong></td>
<td></td>
<td>$7,345,940</td>
</tr>
<tr>
<td>a. Arroyo Seco Urban Runoff Project No. 1</td>
<td></td>
<td>$625,000</td>
</tr>
<tr>
<td>b. Arroyo Seco Urban Runoff Project No. 2</td>
<td></td>
<td>$1,607,500</td>
</tr>
<tr>
<td>c. LAR Segment B Urban Runoff Project No. 1</td>
<td></td>
<td>$1,250,000</td>
</tr>
<tr>
<td>d. LAR Segment B Urban Runoff Project No. 2</td>
<td></td>
<td>$1,250,000</td>
</tr>
<tr>
<td>e. LAR Segment B Urban Runoff Project No. 3</td>
<td></td>
<td>$1,713,440</td>
</tr>
<tr>
<td>f. Sepulveda Green Median</td>
<td></td>
<td>$900,000</td>
</tr>
<tr>
<td><strong>A-2 Funded Activity (Programs-A-2 Subtotal)</strong></td>
<td></td>
<td>$17,254,450</td>
</tr>
<tr>
<td>a. Feasibility Studies</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>b. Revolving Funds - Planning (Program and Project Planning Activities including Concept Reports, Contractual Services for Compliance Programs, EWMP Revisions, Project Studies)</td>
<td></td>
<td>$2,776,640</td>
</tr>
<tr>
<td>d. Expense and Equipment</td>
<td></td>
<td>$150,000</td>
</tr>
<tr>
<td>e. Program Continuation of Efforts (Complete Streets Program, Support for Regional Program Round 1)</td>
<td></td>
<td>$5,867,000</td>
</tr>
<tr>
<td><strong>A-3 Funded Activity (O&amp;M A-3 Subtotal)</strong></td>
<td></td>
<td>$9,499,610</td>
</tr>
<tr>
<td>a. CB BMP Replacement Program (FY20-21)</td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>b. 14 Maintenance Labor (FY 20-21)</td>
<td></td>
<td>$667,779</td>
</tr>
<tr>
<td>c. O &amp; M (Staff, equipment, Expenses, and Contractual Services( FY20-21)</td>
<td></td>
<td>$2,770,982</td>
</tr>
<tr>
<td>d. Program Continuation of Stormwater O&amp;M Efforts (O&amp;M Labor Support Services for Prop O and Green Street Projects- Prior Year)</td>
<td></td>
<td>$4,060,849</td>
</tr>
<tr>
<td>Item</td>
<td>Subtotal</td>
<td>TOTAL</td>
</tr>
<tr>
<td>------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Item A-1</td>
<td>$7,345,940</td>
<td>$34,100,000</td>
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<tr>
<td>Item A-2</td>
<td>$17,254,450</td>
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<tr>
<td>Item A-3</td>
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<tr>
<td>(includes 1-3 above)</td>
<td></td>
<td>$34,100,000</td>
</tr>
</tbody>
</table>
## Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOC</td>
<td>Administrative Oversight Committee</td>
</tr>
<tr>
<td>BMP</td>
<td>Best Management Practice</td>
</tr>
<tr>
<td>CBBMP</td>
<td>Catch Basin Best Management Practice</td>
</tr>
<tr>
<td>CWA</td>
<td>Clean Water Act</td>
</tr>
<tr>
<td>CWNCD</td>
<td>Clean Water North Collection Division</td>
</tr>
<tr>
<td>DWD</td>
<td>Dry Weather Diversion</td>
</tr>
<tr>
<td>EWMP</td>
<td>Enhance Watershed Management Program</td>
</tr>
<tr>
<td>FY</td>
<td>Fiscal Year</td>
</tr>
<tr>
<td>HWRP</td>
<td>Hyperion Water Reclamation Plant</td>
</tr>
<tr>
<td>ISI</td>
<td>Institute for Sustainable Infrastructure</td>
</tr>
<tr>
<td>LAR</td>
<td>Los Angeles River</td>
</tr>
<tr>
<td>LACFCD</td>
<td>Los Angeles County Flood Control District</td>
</tr>
<tr>
<td>LASAN</td>
<td>Los Angeles Sanitation and Environment</td>
</tr>
<tr>
<td>LABOE</td>
<td>Los Angeles Bureau of Engineering</td>
</tr>
<tr>
<td>MS4</td>
<td>Municipal Separate Storm Sewer System</td>
</tr>
<tr>
<td>NGOs</td>
<td>Non-Governmental Organizations</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL (RFP) - PROPOSITION 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS

Recommending the Board:

1. AUTHORIZE the Executive Director of the Bureau of Street Lighting to:

   A. Release the transmitted RFP seeking professional services to assist City staff in establishing a database that will complete calculation of over 550,000 parcels and make recommendations moving forward toward a large ballot process;

   B. Evaluate the proposals and select the most qualified and responsive proposer for the RFP based on established evaluation criteria;

   C. Negotiate a contract with the most qualified and responsive proposer; and

2. DIRECT the Director of the Bureau of Street Lighting to return to the Board for authority to award and execute the contract.

(W.O. L0700003)

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BSL BCA 1</td>
</tr>
<tr>
<td>BSL BCA 1 TR 1</td>
</tr>
</tbody>
</table>
REQUEST FOR AUTHORITY TO ISSUE A REQUEST FOR PROPOSAL (RFP) THAT WILL COMPILE A DATABASE THAT WILL COMPLETE THE CALCULATION OF OVER 550,000 PARCELS AND REVIEW AND MAKE RECOMMENDED CHANGES TO PROPOSITION 218 DOCUMENTS. W.O. L0700003

RECOMMENDATIONS

That the Board of Public Works (Board):

1. Authorize the Executive Director of the Bureau of Street Lighting (Bureau) to:
   
   A. Release the transmitted RFP (Transmittal) seeking professional services to assist City staff in establishing a database that will complete calculation of over 550,000 parcels and make recommendations moving forward toward a large ballot process.
   
   B. Evaluate the proposals and select the most qualified and responsive proposer for the RFP based on established evaluation criteria.
   
   C. Negotiate a contract with the most qualified and responsive proposer.

2. Direct the Director of the Bureau to return to the Board for authority to award and execute the contract.

TRANSMITTAL

Copy of the RFP for a "Prop 218 Assessment Database and Document Preparations"

DISCUSSION

Background
After the passage of Proposition 218 in 1996, the City's Streetlight assessment district of approximately 515,000 parcels that provided approximately $40M annually was frozen. Since 1996, the Bureau has established two additional districts (Prop 218 Districts) that provide ~$6M to the Bureau annually. These new districts were approved with an annual escalator of the CPI every year.
Existing Street Lighting Maintenance Assessment Districts.

<table>
<thead>
<tr>
<th>District</th>
<th>Methodology</th>
<th>CPI Factor</th>
<th># of Parcels</th>
<th>18/19 Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>LACLD</td>
<td>Benefit Frontage</td>
<td>No</td>
<td>514,039</td>
<td>$40,096,746</td>
</tr>
<tr>
<td>1996-97 Z Series</td>
<td>Benefit Frontage</td>
<td>No</td>
<td>1,701</td>
<td>$116,487</td>
</tr>
<tr>
<td>P218 Benefit Ftg</td>
<td>Benefit Frontage</td>
<td>Yes</td>
<td>11,749</td>
<td>$1,513,074</td>
</tr>
<tr>
<td>P218 Land Use</td>
<td>Land Use</td>
<td>Yes</td>
<td>25,633</td>
<td>$4,236,215</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>553,122</td>
<td><strong>$45,962,522</strong></td>
</tr>
</tbody>
</table>

Streetlight assessments are collected on annual property taxes providing for the operation and maintenance of approximately 223,000 streetlights. Approximately 300 new districts are created every year when new streetlights are installed. At the end of the fiscal year, all the new districts are merged into the Prop 218 Land Use District.

Since 1996, the cost of living has increased by 76% according to the US Dept. of Labor, and DWP electric rates have increased by 96%. Over the last 23 years, 90% of the Bureau’s revenue has been frozen resulting in the need for the Bureau to look for ways to decrease expenditures and increase revenues. This resulted in the decrease and elimination of some services and implementation of efficiencies. Some of these measures are listed below:

**EFFICIENCIES**

- Assuming all streetlight maintenance from DWP (2007) $2M annual savings
- High Voltage Conversion Program $4M annual savings
- Audit of DWP Energy Bills – Corrections to surcharge etc. $10M savings
- In-House Construction Services (2005) $1M annual savings
- Solar to Grid Program (2014) $.2 revenue

**SERVICE/PROGRAM REDUCTION**

- Elimination of SLMAF funded pole replacement program (2000) $6M annual savings
- Reduction of pole painting services (2004) $1M annual savings

These efficiencies and service impacts have helped the BSL to continue with the frozen assessment fund for 23 years. Nevertheless, the increase in the cost of living and other expenses has been a hindrance to acquire additional resources to meet increasing costs and an increasing street lighting system. In addition, the increase of Copper Wire and Power Theft has been a significant contributor to increased workloads which required additional funding and resources allocated to confront this phenomenon.
This has impacted the Bureau's ability to continue to provide services at industry levels.

A needs analysis was conducted in the summer of 2019 to evaluate SLMAF and determine its current financial needs and incorporate any deficiencies related to staffing and other operational requirements. The recommended increase provides for all activities related to the maintenance and operation of the City's street lighting system including the resources required to improve current service levels to meet industry standards.

It order to address this continual increase in expenditures and a frozen revenue source, the City will need to eventually conduct a large mail-in ballot process of over 550,000 parcels that will allow the property owners the opportunity to decide whether they want to improve the City's street lighting services or allow for decrease in services. The Bureau of Street Lighting will continue to look for efficiencies and areas that may increase revenue but must have the appropriate tools in place to proceed with a large ballot process when necessary. This requires the calculation of the pre-Prop 218 districts and analysis of the various benefit factors that are part of the assessment process. This RFP will provide the preparation of the City's assessment structure and documents for a future mail-in ballot process.

It is recommended that BSL move forward with an RFP that will include additional analysis of the assessment factors, final calculation of the general benefit component, calculations of over 550,000 parcels to determine the impact to businesses and residences, and review and recommend changes to various reports. This RFP will provide the tools for a future mail-in ballot process.

TERM OF CONTRACT

The entire scope of work shall be completed within six months (180 days) upon commencement of the contract.

SCOPE OF WORK

The proposed scope of work required for this RFP will include, but is not limited to a complete detailed document that must address the following Tasks:

Task 1: Identifying Attributes related to Assessment for Parcels (550,000+)
Task 2: Engineer Report
Task 3: Calculating New Assessment Rates for Parcels (550,000+)
Task 4: Evaluate and Update Assessment Factors for Parcels (550,000+)
Task 5: Design and Ballot Process
STATUS OF FUNDING

The Bureau anticipates that the contract amount will be approximately $350,000. Funds for the contract are currently available in the Street Lighting Maintenance Assessment Fund (SLMAF) No. 347, Department No. 50, Assessment District Analysis Appropriation Unit No. 50RLOO.

SELECTION PROCESS

The following criteria will be used in evaluating the respondents' proposals to determine which proposer is deemed qualified for the successful performance of the type of work included in this project. A review committee consisting of Bureau management will evaluate all proposals according to the evaluation criteria below. Proposers with a proposal evaluation score of 70 points or more will be invited for an oral interview to further assess their qualifications. The proposer with the highest total score, who has complied with the other City requirements, will be awarded the contract.

Evaluation Criteria

Stage 1 – Proposal Evaluation Criteria

Methodology and Work Plan................................................................. 25 points
- Written proposals will be evaluated for understanding of the issues involved with this RFP.
- The methodology and proposed work plan will be evaluated for how well they address the fourteen (14) items found in the "Scope of Work" section above.
- The work plan will also be evaluated for how well all tasks can be achieved in the four month (120 days) term of the contract.

Comparable Experience........................................................................ 30 points
- Proposers will be evaluated on experience in the assessment process and knowledge of the Proposition 218 requirements.
- Proposers will be evaluated on experience in performing public outreach.

Evaluation of Key Personnel. ............................................................... 15 points
- The relevant experience of the individuals to be assigned to the project should be clearly set forth.
- The commitment of key staff members should be set forth in terms of number of hours devoted to the project by task.
- The Bureau reserves the right to have the selected proposer replace any project personnel. In addition, the Bureau reserves the right to approve in advance any changes in personnel or level of commitment to the project.
Fee for Service ................................................................. 30 points
- The proposed fee should be a fixed fee and should be reasonable and competitive.
- The proposed fee should include staff costs, overhead, supplies, materials, any sub-proposers, and any other project costs.
- The staff costs should be broken down to identify the category of personnel, estimated hours, rate per hour, and total cost.
- Any additional work to the scope of work requested should be quantified separately.

Stage 1 – Proposal Evaluation Score 100 points

Stage 2 - Interview Evaluation Score

Interviews will consist of a brief Proposer presentation, and a question and answer discussion session.

Project Team, Qualifications, Organization, and Experience,........50 points
- Project organization structure and lines of communication with Project team, subcontractors, City, Program Manager, and approving agencies.
- Capability of proposer to advise the Bureau on all aspects of mailing out the assessment ballots for the 500,000+ parcels.

Project Understanding and Approach to Addressing Issues,........50 points
- Understanding of and approach to addressing, resolving, or mitigating issues.
- Proposed work plan and schedule.

Stage 2 – Interview Evaluation Score 100 points

The total of the Proposal Evaluation Score and the Interview Evaluation Score will determine the Total Evaluation Score.

Total Possible Evaluation Points 200 points
RFP REVIEW

The proposed RFP has been Reviewed and Approved by the City Attorney's Office.

RFP ADVERTISING AND DISTRIBUTION

Upon adoption of this report by the Board, the proposed RFP and its attachments will also be available on and can be downloaded from the City of Los Angeles’ Business Assistance Virtual Network (BAVN) website at www.labavn.org.

CONTRACT ADMINISTRATION

The responsibility for the administration and management of this contract will rest with the Bureau of Street Lighting.

BUSINESS INCLUSION PROGRAM (BIP)

In compliance with Mayor’s Executive Directive No. 14 issued on January 12, 2011, it is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian Gay Bisexual Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts.

COMPLIANCE WITH STANDARD CITY REQUIREMENTS

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

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance
- Municipal Lobbying Ordinance
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

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• Non-Collusion Affidavit
• City of Los Angeles Contract History
• Los Angeles Residence Information
• Contractor Bidder Campaign Contribution and Fundraising Restrictions
• First Source Hiring Ordinance
• City Contractor’s Use of Criminal History for Consideration of Employment Applications
• Iran Contracting Act 2010

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 subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

CONTRACTOR RESPONSIBILITY ORDINANCE

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

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 Bureau of Contract Administration, Special Research and Investigation Section upon completion of the contract. The reports are kept on file for reference by other City departments and agencies.
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING
BUREAU OF CONTRACT ADMINISTRATION

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Compliance Review performed
and approved by:

Lynda McGlinchey
Program Manager II
Bureau of Contract Administration

Respectfully submitted,

Norma Isahakian, Executive Director
Bureau of Street Lighting

John L. Reamer, Jr., Director
Bureau of Contract Administration

Attachment: RFP FOR PROP 218 STREET LIGHTING ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS
REQUEST FOR PROPOSAL

FOR

PROP 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS

City of Los Angeles
Department of Public Works
Bureau of Street Lighting
REQUEST FOR PROPOSAL
FOR
PROP 218 ASSESSMENT DATABASE AND DOCUMENT PREPARATIONS
CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING

This Request for Proposal (RFP) is a solicitation for proposals from experienced consultants to provide a detailed plan on initiating and processing ballot proceedings of approximately 550,000 parcels that will incorporate an inflation index into the existing Bureau of Street Lighting’s main assessment fund.

Date Issued: Mo/Day/Year (when approved by BPW)

CONTRACT TERM: 180 DAYS (6 Months)

MANDATORY PRE-PROPOSAL VIRTUAL CONFERENCE:

September 29, 2020 10:30 a.m.

PROPOSAL DELIVERY ADDRESS:

City of Los Angeles-Department of Public Works
Bureau of Street Lighting
1149 South Broadway, 2nd Floor
Los Angeles, CA 90015
Attn: Ruben Flamenco

DEADLINE FOR SUBMITTING PROPOSAL: October 16, 2020 12:00 p.m.

If you have any questions, please submit them to Ruben Flamenco via email ruben.flamenco@lacity.org. The questions along with the answers will be discussed during the Virtual Conference.
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1.0 INTRODUCTION

The Bureau of Street Lighting (Bureau) is one of five Bureaus within the Department of Public Works, City of Los Angeles. The Bureau maintains and operates the street lighting system within the City. This system consists of over 200,000 streetlights in 400 different styles. The Bureau is primarily funded by street lighting assessments where City of Los Angeles property owners who benefit from street lighting services are assessed annually. The City has financed the maintenance and operation of its street lighting system through assessments since the mid-1930s. These assessments are collected through the County tax bills and provide funding for electricity, maintenance, administration and eventual replacement of the system. The Bureau currently receives approximately $42 million annually from these assessments.

Currently, the Bureau has three different types of districts, each with its own requirements:

Los Angeles City Lighting District (LACLD) – Includes all districts confirmed prior to 1996/97, which comprises approximately two-thirds of the City’s streetlights. The annual assessments for this district are frozen from inflationary increases and exempt from Proposition 218 voting requirements. (~510,000 parcels currently)

1996/97 Z Series Districts – Includes districts confirmed just prior to approval of Proposition 218. The annual assessments for these districts are frozen from inflationary increases and exempt from Proposition 218 voting requirements. (~1,700 parcels currently)

Proposition 218 Confirmed Districts – Includes districts confirmed after 1996/97 and incorporates a CPI index for inflationary increases. (~36,000 parcels currently)

This Request for Proposal (RFP) will provide the tools for the City to evaluate a large mail-in ballot process for over 550,000 parcels. The Bureau seeks proposals from experienced consultants (Proposers) to provide a detailed plan on initiating and processing ballot proceedings for over 550,000 parcels that will incorporate an inflation index into the existing Bureau’s main assessment fund. In addition, the Bureau of Street Lighting needs to digitize the calculations of pre-Prop 218 assessment parcels into a database in order to evaluate the impact of a land use conversion.
2.0 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held to provide information regarding the RFP requirements and answer questions from prospective Proposers regarding this RFP. The pre-proposal conference will also give Proposers and potential subcontractors the opportunity to network. City staff will not provide assistance regarding a Proposer's individual RFP response.

The Mandatory Pre-Proposal Conference will be conducted virtually. This conference has been scheduled for:

September 29, 2020 at 10:30 a.m.

The pre-proposal conference is mandatory for all Proposers who wish to submit Proposals for this RFP. Please email ruben.flamenco@lacity.org one week prior to the conference to receive instruction on how to attend. Failure to attend the pre-proposal meeting will result in the Contractor's proposal being deemed non-responsive and be disqualified from being able to submit a proposal for this RFP.

The purpose of the conference is to answer proposers' questions and to clarify the RFP. To maximize the effectiveness of the conference, proposers are requested, to the extent possible, to provide questions in writing prior to the conference. This will enable the Bureau to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing via email to ruben.flamenco@lacity.org, with: RFP-PROP 218 STREET LIGHTING ASSESSMENT, in the subject line, and/or to the address below such that it is received by 12:00 p.m. on September 24, 2020:

Ruben Flamenco, Project Manager
1149 South Broadway, 2nd Floor
Los Angeles, CA 90015
[ruben.flamenco@lacity.org]

Additional questions will be accepted at the conference.

Only those responses provided in writing at or subsequent to the pre-proposal conference will be binding. Responses to any questions either received in writing or posed at the pre-proposal conference will be posted on the Los Angeles Business Assistance Virtual Network (LABAVN) at labavn.org, as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Proposers are responsible for reviewing information on LABAVN, as it may be updated from time to time. Questions of minor significance may be discussed verbally; however, only written responses will be considered to be part of the RFP requirements and may be incorporated into any subsequent Contract(s) between the City and the selected Proposer.
It is to your benefit to have your own copy of the RFP, particularly the City’s General Contracting requirements, to the conference. No copies will be provided at the conference.

3.0 PROPOSAL 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 the Bureau. Postmarks are not acceptable as proof of timely receipt.

Proposals must be received by 12:00 PM on the Proposal due date.

**PROPOSAL DUE DATE:**
October 16, 2020
City of Los Angeles, Department of Public Works
Bureau of Street Lighting
1149 South Broadway, 2nd Floor
Los Angeles, CA 90015
Attn: Ruben Flamenco

It is solely the responsibility of the Proposer to ensure that Proposals are received at the location noted above, 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 above 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 committee, additional information for the purpose of clarity may be requested during the Proposal review process.

The City reserves the right to extend the proposal submission deadline should this be in the interest of the City.

4.0 CITY CONTRACTING REQUIREMENTS

All proposals will be reviewed by the City to determine if the proposals contain minimum essential requirements outlined in the RFP, including compliance with standard City contracting requirements. All required compliance documents **MUST** be submitted with the proposal. Failure to comply with these requirements may render the proposal non-responsive.

Failure to adequately demonstrate responsiveness to the City's General Contracting Requirements or a rejection by the proposer of those requirements or the Standard Provisions for City Contracts (Rev. 10/17)[v.3] by the submission deadline will result in disqualification of the proposal and shall eliminate the proposal from further consideration in the evaluation process.

The City’s General Contracting Requirements are discussed below. See Exhibit C for the Standard Provisions for City Contracts (Rev. 10/17) [v.3].
Failure to meet any of these requirements to the satisfaction of the City by the RFP Proposal Submission Deadline may result in disqualification of the proposer’s proposal as being non-responsive and eliminate the proposal from further consideration in the evaluation process.

5.0 FINANCIAL RESPONSIBILITY 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, including all drawings, plans, brochures, photographs, and other materials submitted, will become the property of the City and will not be returned to the Proposer. The City shall have the right to copy, reproduce, publicize, or dispose of each Proposal in any way the City elects. The Proposer should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted PROPOSALS will become public information following the closure of the RFP selection process. However, if such information is necessary to assure a competitive Proposal, then the Proposer is to follow the guidelines for confidential information as discussed in Section 6.

6.0 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 proposal or any part thereof to the requester. 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.

7.0 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."

8.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

9.0 SCOPE OF WORK

The proposed scope of work required for this RFP will include, but is not limited, to a complete detailed document that must address the following items:

9.1 Task 1 – Identifying Attributes related to Assessment for Parcels (550,000+)

Contractor shall recommend how the 550,000+ parcels will be broken down into districts, sections and subgroups for identification purposes.

9.1.1 Contractor shall recommend the best time to conduct the ballot measure, and provide a timeline from the initiation of the process to the completion of the ballots tabulated.

9.1.2 Contractor shall provide recommendations for a contingency plan, state the consequences, and include the steps the Bureau must consider if a ballot measure fails.

9.2 Task 2 – Engineer Report

This task will ask the contractor to prepare the Engineer's Report and review and make recommendations in regard to the City's calculation method. This will include a review of the City's current proposal for a General Benefit Factor (GBF) for major/arterial streets and non-arterial streets.
In addition, the Bureau requires the contractor to review and make recommendations regarding the Equivalent Dwelling units (EDU’s, Benefit Zone Rates and adjustments factors including Benefit Factors, Partial Lighting Factors and Lot Shape Factors. (See Exhibit A and Exhibit B)

9.2.1 Contractor shall prepare an Engineer's Report, approved by the City Attorney's Office, for a ballot measure of over 550,000 parcels.

9.2.2 Contractor shall review the City’s current land use methodology and recommend changes in compliance with Proposition 218, including changes to the current General Benefit Factor for major/arterial streets and for non-major/non-arterial streets. (See Exhibit A)

9.2.3 The Engineer’s Report will include an inflationary index.

9.3 Task 3 – Calculating New Assessment Rates for Parcels (550,000+)

This task will take the 550,000+ parcels in existing street lighting districts and recalculate current Street lighting maintenance assessment rates with land use methodology via a database to reflect any changes completed in Task 2.

9.3.1 Contractor shall use the information shown below and information in section 9.3.2 to calculate new Assessment Rate(s) for the 550,000+ parcels (information will be provided by the City):

- APN Number
- Lot Size/Acreage
- Land Use/Zoning
- Property Owner Mailing Information
- Street Light System (i.e. modern, ornamental, special, etc.)

9.3.2 Contractor shall evaluate, update or maintain the following-(See Exhibit A)

- Lot Shape Category (i.e. corner, flag-lot shape, etc.)
- Parcel's Equivalent Dwelling Unit –
  The medium density single-family parcel has been selected as the basic unit for calculation of assessments. Therefore, the medium density single family residential parcel between 0.1 to 0.2 acres is defined as one (1) Equivalent Dwelling Unit-EDU for residential (Single-Family, Multi-Family) parcels. Similarly, the industrial/utility parcel between 0.1 and 0.2 acres is defined as (1) EDU for non-residential (commercial, institution, government, mobile homes, parks, vacant, agriculture) parcels.
- Parcel’s Benefit Zone –
- Parcel’s Zone Placement (1-7) determines type of lighting services.
- Parcel’s Quality Factors:
1. Security and Safety Benefit
2. Lot Shape Factor – Lighting Benefits of oddly shaped lots.
3. Community Character and Vitality Benefit

9.4 Task 4 – **Evaluate and Update Assessment Factors for Parcels (550,000+)**

9.4.1 Contractor shall use results from Task 3 and provide recommendations on how current rates, used to determine a Parcel's Benefit Zone rate, should be revised to collect a revenue amount, to be provided by the BSL, to pay for BSL's Administration, Engineering, energy, replacement cost, repair cost, tree trimming, graffiti removal, salaries, etc. *(See Exhibit A and Exhibit B)*

9.4.2 Provide a final tally of the new assessment revenue if the ballot measure passes.

9.4.3 Contractor shall create a database such that new rates can be tabulated and whereas the database can be used to create queries for benefit zones and information of Parcel ownership. This information will be used for Task 5.

9.5 Task 5 – **Design and Ballot Process**

9.5.1 Contractor shall recommend revisions to the Bureau’s pre-ballot letters, notices, maps and other related documents.

9.5.2 Contractor shall recommend a new specialized ballot design where each ballot is individually identified by its respective parcel information and assessment rate.

9.5.3 Prepare draft resolutions and ordinances required for the ballot proceeding, including Proposition 218 balloting procedures if needed.

9.5.4 Contractor shall train Bureau of Street Lighting personnel on how to respond to inquiries and requests related to ballot mailings.

10.0 **GENERAL REQUIREMENTS FOR RESPONDING TO THIS RFP**

Proposals must be based only on the material contained in the RFP, Pre-Proposal Conference responses, amendments, addenda and other material published by the City relating to the RFP. The Proposer must disregard any previous RFP draft material. Proposals must be submitted in accordance with the requirements set forth in this RFP.

10.1 **ADDENDUM/A**

The City reserves the right to issue addendum (a) to this RFP which may add additional requirements that must be met in order for a proposal to be considered responsive.
All Proposers must acknowledge any addendum/a issued as a result of any change in this RFP on the Proposer Signature Declaration Page. Failure to indicate receipt of addendum/a may result in a proposal being rejected as non-responsive.

10.2 IN WRITING

All proposals must be submitted in writing and Proposers shall complete and return any and all applicable documents including but not limited to written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The City may deem a Proposer nonresponsive if the Proposer fails to provide all required documentation, copies, or electronic files. A non-responsive designation will eliminate a Proposer from further consideration in the evaluation process.

10.3 DETAILED PLAN FOR LACLD BALLOT PROCEEDING

Each Proposer’s detailed plan for LACLD Ballot Proceeding, shall be submitted, along with completed supporting documents at the time of the proposal submittal.

Responses to each TASK should be complete and numbered accordingly, with all requested information attached. A set of tabs to identify each part of the proposal should be provided to facilitate quick reference.

10.4 PROPOSAL PRESENTATION

Proposers MUST provide the following:

10.4.1 Cover Letter

The cover letter must include the firm’s BTRC number, name, title, address, and telephone number of the person who will be authorized to represent the proposer and negotiate a contract with the City. It should also include the name of the project coordinator for the duration of the contract. The letter must be signed by the company officer authorized to bind the company to all commitments made in the proposal.

10.4.2 Statement of Non-collusion

Each Proposal must include the following declaration:

“This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposers 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 an advantage over any other proposer.” See Attachment 9.
10.4.3 Insurance

The City is estimating that the following insurance coverage types will apply to this contract:

- Workers Compensation – $1,000,000
- General Liability – $1,000,000
- Professional Liability – $1,000,000

Please verify that you will be able to meet the required coverage levels and that you will submit proof of such pursuant to Exhibit 1, “Insurance Contractual Requirements” of the Standard Provisions for City Contract, as a condition of execution of any final contract (see Exhibit C, “Standard Provisions – Insurance Requirements” for further details). Note that if the Proposer is a sole proprietorship or an owner operated business with no employees, the Proposer can sign the City’s waiver of worker’s compensation. General Liability can also be obtained through the City’s SPARTA program for small contractors. Links to the City’s waiver form and SPARTA program from the City’s Risk Management website are provided as follows:


10.4.4 Headquarters and Work Force Information

The City requires all Proposers or individuals seeking contracts with the City to report the headquarters address and declare the percentage of the workforce residing in the City. Proposals shall include the following information:

a. Organization headquarters address  
b. Addresses of all branch offices located within the City  
c. Number of employees in the total workforce  
d. Percentage of total workforce residing in the City  
e. Percentage of total workforce employed in the City  
f. Number of employees in each Los Angeles branch office  
g. Percentage of workforce in each Los Angeles branch office residing in the City  
h. Annual revenue

Please include an organizational chart. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. State whether you are licensed to operate in the State of California and the City of Los Angeles. If you propose to subcontract any portion of the work to be performed, identify the subcontractor(s); include the positions, names, and qualifications of the individuals.
10.4.5 Key Personnel

The proposer must be able to demonstrate the capability and appropriate experience of the key people that will be assigned to manage and execute this project. Key people should be identified by name and title, and a statement of the project area(s) for which each will be responsible should also be provided. Resumes for all key personnel are required to be submitted as well as those of other employees that the proposer will be employing to perform the various functions of the audit.

10.4.6 Previous Experience

Proposers must provide a comprehensive statement of the company’s prior relevant experience in performing similar work in the past four (4) years. Explain the extent of your company’s involvement, the dates, and duration of the projects. Provide client names, addresses, and phone number(s) of the responsible officials(s) of the client organization for use as a reference contact. The Bureau Street Lighting reserves the right to conduct reference checks.

10.4.7 Methodology and Work Plan

Describe the scope of the project and your proposed approach. Include a schedule for each task with a projected timeline listing the milestones and deliverables. The task descriptions should be in sufficient depth to afford the reader a thorough understanding of your work plan. Identify areas that you propose to review and give examples of the types of techniques you will use. If subcontractors are to be used, describe these persons or agencies, their tasks, and fees.

10.4.8 Fee for Service

Base the expected cost of the report on the criteria set forth in the RFP. The proposed cost shall include all services (including subcontractor costs), expenses, and materials to be utilized. Include a payment schedule. The payment schedule should show each task/deliverable and milestones achieved, with the associated completion dates. The payment schedule should include other relevant information, such as hours worked for each task/deliverable, and expenses incurred. Fifteen percent (15%) of the total fee of the contract will be withheld until completion and submission of all the deliverables.

Proposers are encouraged to offer other services, not specifically requested in the RFP, directly related to the specifications within this RFP, which will further the objectives and goals of this RFP. Optional services should be clearly delineated as optional in the proposal and separate pricing/cost identified as appropriate. These options may be included in the resultant contract.
10.4.9 Best Offer

The proposal shall include the Proposer’s best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of 12 months from the submission deadline.

10.4.10 Statement of City of Los Angeles Contract History

Pursuant to City Council resolution, all proposers must provide as part of their proposal or bid a list of all City of Los Angeles contracts held by Proposer or any affiliated entity within the past ten (10) years. Proposer must also indicate the following:

- The City entity or department that administered the contract;
- The contract number;
- The dollar amount of the contract;
- Date and periods during which the contract was in effect; and
- A short description of the services provided.

If Proposer or any affiliated entity has held no City of Los Angeles contracts within the past ten (10) years, state so.

10.4.11 Authorized Signatures

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP. Consortums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

10.4.12 Electronic (USB Drive) Submission

In addition to the written copies of the proposal, Proposers are required to provide a copy of the proposal in Adobe PDF and/or Microsoft Word on a USB flash drive. Redacted versions should be sent separately and identified as such. The USB flash drive containing the proposal versions should be labeled with the firm name and title of this RFP and placed in a sealed envelope with the firm’s name written across the front of the envelope and attached or affixed inside the front cover of the original RFP response.
10.5 MANDATORY CITY CONTRACTING STATEMENTS/AFFIDAVITS/CERTIFICATIONS

Proposers must complete and submit all of the following required statements and forms, including online submissions where applicable, by the proposal due date. Do not assume that any document is not applicable. Failure to complete and submit all required documents may result in a proposal being deemed nonresponsive and excluded from further consideration.

10.5.1 Contractor Responsibility Ordinance Questionnaire

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10, of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance. This Ordinance requires that all Proposers complete and return, with their response, the “Contractor Responsibility Questionnaire” attached to this RFP as Attachment 1. Failure to return the completed questionnaire may result in the proposer/bidder being deemed non-responsive.

The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty (30) calendar days, after any changes to the responses previously provided if such change would affect contractor’s fitness and ability to continue performing the contract.

For questions on the Contractor Responsibility Ordinance, please contact the Bureau of Contract Administration, Equal Employment Opportunity Enforcement Section at bca.eeoe@lacity.org.

10.5.2 Contractor Responsibility Pledge of Compliance

By executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in 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. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.
Each proposer must complete and return, with their response, a "Contractor Responsibility Pledge of Compliance," which is attached to this RFP as Attachment 1.

10.5.3 Bidder Certification—CEC Form 50 (Municipal Lobbying Ordinance)

Proposers who submit a response to this RFP must include with its proposal a completed CEC Form 50 acknowledging that the bidder agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC Form 50 shall be deemed nonresponsive. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

CEC Form 50 is attached to this RFP as Attachment 2.

10.5.4 Bidder Certification—CEC Form 55 (Bidder Campaign Contributions and Fundraising)

Proposers who submit a response to this solicitation are subject to Los Angeles City 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, twelve (12) months after the contract is signed. The Proposers' principals and subcontractors performing $100,000.00 or more in work on the Contract, as well as the principals of those subcontractors, are subject to the same limitations on campaign contributions and fundraising.

Proposers must submit a CEC Form 55 at the time their response to an RFP is submitted. The form requires the identification of their principals, their subcontractors performing $100,000.00 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.

Successful Proposers who are awarded and enter into a City contract shall also file a Disclosure Form at the end of each calendar quarter during which any event requiring disclosure, or which materially affects the accuracy of the
information contained in any previously filed Disclosure Form, occurs. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or www.ethics.lacity.org.

CEC Form 55 is attached to this RFP as Attachment 3.

10.5.5 Disclosure Ordinances Affidavit – Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance (Online Submission)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, 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) if your company is the successful Proposer/Bidder selected for contract award. Proposers seeking additional information regarding the requirements of the SDO, DBWCO, and the NRA Disclosure Ordinance may visit the Bureau of Contract Administration's web site at http://bca.laCity.org.

10.5.6 Equal Benefits Ordinance and First Source Hiring Ordinance Affidavits (Online Submission)

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) and the Los Angeles First Source Hiring Ordinance.

All Proposers must complete and upload the Equal Benefits Ordinance Affidavit and First Source Hiring Ordinance Affidavit, which have been combined into one web application and available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org. 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.
Proposers do not need to submit supporting documentation with their bids or proposals. However, upon contract award, a company may be randomly selected for a compliance audit, at which time the company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit. Proposers seeking additional information regarding EBO or FSHO may visit the Bureau of Contract Administration’s web site at http://bca.laCity.org.

10.5.7 Living Wage Ordinance Waiver (If applicable)

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 is available on the Bureau of Contract Administration’s website at https://bca.laCity.org.

11.0 BUSINESS AND TAXATION DOCUMENTS REQUIRED WITH PROPOSAL

Proposers must submit evidence of having applied for or obtained a tax registration account number (City of L.A. Tax Registration Certificate and/or Vendor Registration number) with their RFP proposal. To obtain a Business Tax Registration Certificate (BTRC) call the City Clerk’s Office at (213) 563-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, CA 90012. Registration also may be completed on the Los Angeles Office of Finance website at http://finance.laCity.org/how-register-btrc. The City Business Tax Application is attached to this RFP as Attachment 4.

If awarded a contract, Proposer(s) will be required to demonstrate compliance with the City’s business tax laws by acquiring/maintaining one of the following: Business Tax Registration Certificate; Vendor Registration Number; or Certificate of Exemption. The Certificate or Registration Number must remain in force during the entire period of the contract.
12.0 INFORMATION REQUESTED AND NOT FURNISHED

The information requested and the manner of submission is essential for the prompt evaluation of all Proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any Proposals in which information is requested and is not furnished or when a direct or complete answer is not provided.

13.0 ALTERNATIVES

The Proposer shall not change any wording in the RFP or associated documents. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the Proposal documents. Alternatives that do not substantially meet the City’s requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive.

14.0 PROPOSAL ERRORS

Proposer is responsible for any errors or omissions found in the proposal. Proposer will not be allowed to amend Proposal documents after the Proposal Submission Deadline, except as allowed by the City in writing. The City reserves the right to allow Proposers to make corrections. The City reserves the right to make corrections or amendments due to errors identified in the proposal by the City or the Proposer. This type of correction or amendment will only be allowed for typographical errors, transposition, or other clear and apparent errors. Any changes will be dated and time stamped, and attached to the Proposal. All changes must be coordinated in writing with, authorized by, and made by the City Contract Administrator.

15.0 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

16.0 SUBMITTAL OF PROPOSAL AND DEADLINE

Written proposals must be 1) hand-delivered up to the hour of 12:00 p.m. on October 16, 2020, or 2) mailed and postmarked by October 16, 2020. At its sole discretion, the Bureau of Street Lighting may extend the proposal deadline. Any late proposal will be returned to the proposer unopened.

Proposals may be hand-delivered or mailed to the following address:

City of Los Angeles
Department of Public Works
Bureau of Street Lighting
1149 South Broadway, 2nd Floor
Los Angeles, CA 90015
Attn: Ruben Flamenco
Performance of a Business Inclusion Program (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.

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 “Prop 218 Street Lighting Assessment Database and Document Preparations.”
d. Have continuously numbered pages

e. Label each article with title headers

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

- **One (1) original** of the entire Proposal, including all original signatures.
- **Four (4) copies** of the entire Proposal, labeled “COPY”.
- If applicable, one (1) unbound copy of the Proposal with confidential material entirely blacked out; including statement of defense for actions brought against the City.

No proposal by telephone, facsimile, e-mail, or modifications to a proposal by said means, will be considered.

Proposers may be asked to revise, clarify, and/or provide additional information during the proposal review process. These requests will require immediate action and must be responded to in writing within the time frame specified by the Bureau.

The City reserves the right to reject any and all proposals, and to waive any informality in any proposal received, when to do so is to the benefit of the City or its taxpayers.

All proposal shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline for submission of proposals to the City.

**17.0 LATE PROPOSALS**

Proposals submitted after the Proposal Submission Deadline shall be considered late.
Late proposals will not be considered.

18.0 WITHDRAWAL OF PROPOSALS

Proposer may withdraw a submitted proposal in writing at any time prior to the Proposal Submission Deadline. A written request, signed by an authorized representative of the proposer, must be submitted to the City Contract Administrator. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the Proposal Submission Deadline.

19.0 SELECTIONS OF PROPOSAL

The Proposer with the highest score, based on the RFP criteria, and who also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the initially selected Proposer, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer.

20.0 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserve the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals will not render the City liable for costs or damages.

21.0 RIGHTS RESERVED BY THE CITY

The City reserves the right to withdraw or cancel the RFP at any time, if it deems such action necessary. If such action is taken, the City may re-issue the RFP. The City also reserves the right to contract with more than one respondent to this RFP. Furthermore, the City may exercise its right to not select any Proposer from this RFP, if it determines that there was no responsive Proposer or it is in the best interests of the City.

If an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, re-issue the RFP or award a sole-source contract with any qualified Proposer. The award of the contract is subject to the successful negotiation of the terms and conditions of an agreement.

The City reserves the right to verify all information in the proposal. If the information cannot be verified, the City reserves the right to reduce any related rating points awarded for such information as part of the evaluation process, which is further discussed in Section 5 of this RFP. The City reserves the right to require a pre-award interview and/or site inspection.
22.0 CONTRACT EVALUATION PROGRAM

When the term of the contract pursuant to this RFP has concluded, the City will conduct an evaluation of the Proposers performance. The City may also conduct an evaluation of the Proposer's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on specified 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 contract. 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 future service contracts.

23.0 BUSINESS INCLUSION PROGRAM REQUIREMENTS (BIP)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs DVBEs and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Proposer's BIP outreach documentation, as described in Attachment 6 and the Business Inclusion Program for this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs may be in the form of subcontracting. Proposers must refer to the Business Inclusion Program attachment to this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Proposer's failure to utilize and complete their BIP Outreach as described in Schedule A will result in their proposal being deemed non-responsive and shall disqualify the proposal from further consideration in the evaluation process. Schedule A of the Business Inclusion Program requirements is required to be submitted even if a Proposer does not receive any response from subcontractors to its solicitation. The Schedule A form is NOT available and cannot be submitted electronically on LABAVN where the outreach is conducted; a hardcopy, must be printed and submitted with original signatures by the Proposal submission deadline. Please note this RFP's published deadline for submitting the BIP Summary Sheet on www.labavn.org.

24.0 LOCAL BUSINESS PREFERENCE PROGRAM ORDINANCE

Proposers are advised that any proposal submitted and or contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.47, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as
well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows the Department to apply additional points to the Proposal’s final score under certain conditions.

If applicable, Proposers may choose to complete and upload the Local Business Certification Affidavit of Eligibility available on the LABAVN residing at www.labavn.org prior to the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those Proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be made eligible for additional points that can be awarded under the ordinance. Proposers seeking additional information regarding the requirements of the Local Business Preference Program Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org

25.0 AWARD OF CONTRACT

The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before a contract is awarded.

Proposer(s) awarded a contract shall be required to enter into a written contract with the City of Los Angeles, in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into, and made a part of, the final contract. However, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer(s). The contract will, in any event, include fixed prices to be paid by the City to Proposer for the services described in “Scope of Services Required.”

Prior to award of contracts, successful Proposer(s) may be required to attend negotiation meetings. The purpose of the meeting(s) will be to discuss and negotiate contract requirements, prices, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc., in order to insure successful administration of the contract.

If awarded a contract, a proposer must comply with the mandatory City contracting requirements listed below. Failure to comply with these requirements will result in non-execution of the contract:

25.1 Standard Provisions for City of Los Angeles Contracts

The “Standard Provisions for City Contracts” (Rev. 10/17) [v.3], will be incorporated into, and made part of, the final contract. Proposers should review the Standard Provisions for City Contracts, which is attached to this RFP as Exhibit C.
25.2 Insurance and Indemnification

If awarded a contract, Proposer must provide the City evidence of insurance coverage as follows: $1,000,000.00 for Employer's Liability, $1,000,000 for General Liability (Products/Completed Operations), $1,000,000 for Automobile Liability, and statutory coverage for Workers' Compensation. If a contractor has no employees and decides not to cover himself/herself for worker’s compensation, please complete the form titled "Request for Waiver of Worker' Compensation Insurance Requirement" located at http://cao.laCity.org/risk/Insurance Forms.htm.

In addition to the insurance requirements, if awarded a contract, except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any contract awarded under this RFP. See Attachment 5.

25.3 Municipal Lobbying Ordinance

All contractors must additionally comply with the “Municipal Lobbying Ordinance” (Los Angeles Municipal Code §§ 48.09 (H)). Proposers should review the Municipal Lobbying Ordinance, which can be downloaded at: http://ethics.laCity.org/PDF/laws/law_mlo_jan2013.pdf.

25.4 Americans with Disabilities Act

Any contract awarded pursuant to this RFP shall be subject to the following:

The Contractor hereby certifies that it will comply with the Disabilities Act 42, U.S.C. Section 12101 et seq., and it’s 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 Disabilities Act. The Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.
25.5 Nondiscrimination, Equal Employment Practices and Affirmative Action Program (non-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.

Non-construction services to or for the City for which the consideration is $1,000.00 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions.

Non-construction services to or for the City for which the consideration is $100,000.00 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.

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 www.bca.laCity.org.

25.6 Child Support Assignment Orders

Any contract awarded pursuant to this RFP shall be subject to the following:

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements 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 10.10.b 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 the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor to obtain compliance of its subcontractors 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 the City.

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department (EDD). 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.

A Certification of Compliance with Child Support Obligations is attached to this RFP as Attachment 6.

25.7 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. See Attachment 7.

25.8 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. See Attachment 8.
27.0 **CHECKLIST ITEMS**

Include all items described above as well as all items in the checklist below.

**Checklist**

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<th>DOCUMENT</th>
<th>DESCRIPTION</th>
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<tr>
<td><strong>Cover Letter</strong></td>
<td>Include the firm’s BTRC number (if available), name, title, address and telephone number of the person who will be authorized to represent the proposer and negotiate a contract with the City; and the name of the project coordinator for the duration of the contract.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>State full name and address of organization; brief history and description of firm; include an organizational chart; indicate type of business entity; state if licensed to operate in California and City of Los Angeles; and indicate if you propose to subcontract any portion of the work.</td>
</tr>
</tbody>
</table>
| **CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE** (See Attachment 1) | Includes information on the following: Organizational structure of the firm, Ownership and name changes, Financial Resources and Responsibility:  
- Performance History  
- Disputes  
- Compliance with Laws  
- Business Integrity |
<p>| <strong>CONTRACTOR RESPONSIBILITY PLEDGE OF COMPLIANCE</strong> (See Attachment 1) |                                                                                                                                              |
| <strong>MUNICIPAL LOBBYING ORDINANCE / BIDDER CERTIFICATION CEC FORM 50</strong> (See Attachment 2) |                                                                                                                                              |</p>
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<th>Requirement</th>
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<td>CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS / BIDDER CERTIFICATION CEC FORM 55</td>
<td>(See Attachment 3)</td>
</tr>
<tr>
<td>CITY BUSINESS TAX REGISTRATION CERTIFICATE</td>
<td>(See Attachment 4)</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>Notarized statement from the respondent's insurance agent of adequate insurance coverage</td>
</tr>
<tr>
<td>CITY OF LOS ANGELES CONTRACT HISTORY FORM</td>
<td>(See Attachment 7)</td>
</tr>
<tr>
<td>IRAN CONTRACTING ACT OF 2010 AFFIDAVIT</td>
<td>(See Attachment 8)</td>
</tr>
<tr>
<td>PROPOSER WORKFORCE AND NON-COLLUSION AFFIDAVIT</td>
<td>(See Attachment 9)</td>
</tr>
<tr>
<td>EQUAL BENEFITS ORDINANCE AND FIRST SOURCE HIRING ORDINANCE</td>
<td>Equal Benefits Ordinance Affidavit and Frist Source Hiring Ordinance Affidavit (LABAVN)</td>
</tr>
<tr>
<td>AMERICANS WITH DISABILITIES ACT</td>
<td>Certificate of Compliance with America with Disabilities Act</td>
</tr>
<tr>
<td>BUSINESS INCLUSION PROGRAM</td>
<td>MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and LABAVN outreach</td>
</tr>
</tbody>
</table>
28.0 **TERM**

The selected proposer will be required to commence work on the project, the date the Agreement is fully executed. The entire scope of work shall be completed within six months (180 days) upon commencement of the contract.

The City of Los Angeles will not be responsible for any oral instructions given with regard to the completion and submission of any proposal or any information supplied which is not contained in this RFP document or any subsequent addenda to the RFP.

29.0. **SELECTION PROCESS**

The following criteria will be used in evaluating the respondents' proposals to determine which proposer is deemed qualified for the successful performance of the type of work included in this project. A review committee consisting of Bureau management will evaluate all proposals according to the evaluation criteria below. Proposers with a proposal evaluation score of 70 points or more will be invited for an oral interview to further assess their qualifications. The proposer with the highest total score, who has complied with the other City requirements, will be awarded the contract.
Evaluation Criteria

Stage 1 – Proposal Evaluation Criteria

Methodology and Work Plan........................................................................................................25 points
- Written proposal will be evaluated for understanding of the issues involved with this RFP.
- The methodology and proposed work plan will be evaluated for how well they address the fourteen (14) items found in the “Scope of Work” section above.
- The work plan will also be evaluated for how well all tasks can be achieved in the six months (180 days) term of the contract.

Comparable Experience...........................................................................................................30 points
- Proposers will be evaluated on experience in the assessment process and knowledge of the Proposition 218 requirements.
- Proposers will be evaluated on experience in performing public outreach.

Evaluation of Key Personnel..................................................................................................15 points
- The relevant experience of the individuals to be assigned to the project should be clearly set forth.
- The commitment of key staff members should be set forth in terms of number of hours devoted to the project by task.
- The Bureau reserves the right to have the selected proposer replace any project personnel. In addition, the Bureau reserves the right to approve in advance any changes in personnel or level of commitment to the project.

Fee for Service.......................................................................................................................30 points
- The proposed fee should be a fixed fee and should be reasonable and competitive.
- The proposed fee should include staff costs, overhead, supplies, materials, any sub-proposers, and any other project costs.
- The staff costs should be broken down to identify the category of personnel, estimated hours, rate per hour, and total cost.
- Any additional work to the scope of work requested should be quantified separately.

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<tr>
<th>Stage 1 – Proposal Evaluation Score</th>
<th>100 points</th>
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</table>

Interviews will consist of a brief Proposer presentation and questions and answer discussion session.

Project Team, Qualifications, Organization, and Experience............................................50 points
- Project organization structure and lines of communication with Project team, subcontractors, City, Program manager, and approving agencies.
• Capability of Proposer to advise the Bureau on all aspects of mailing out the assessment ballots for the 500,000+ parcels.

Project Understanding and Approach to Addressing Issues..........................50 points
• Understanding of and approach to addressing, resolving, or mitigating issues.
• Proposed work plan and schedule.

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<th>Stage 2 – Interview Evaluation Score</th>
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The total of the Proposal Evaluation Score and the Interview Evaluation Score will determine the Total Evaluation Score.

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<th>Total Possible Evaluation Points</th>
<th>200 points</th>
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REQUEST FOR PROPOSAL

ATTACHMENT 1

CONTRACTOR RESPONSIBILITY ORDINANCE

A. Pledge of Compliance (1 page)
B. Responsibility Questionnaire (9 pages)
CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, 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)
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

City Department/Division Awarding Contract  City Contact Person  Phone

City Bid or Contract Number (if applicable) and Project Title

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.

Print Name, Title  Signature  Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: __________
B. BUSINESS ORGANIZATION/STRUCTURE
Indicate the organizational structure of your firm. “Firm” includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ Corporation: Date incorporated: _____/_____/____  State of incorporation: __________
List the corporation’s current officers.

 President:  
 Vice President:  
 Secretary:  
 Treasurer:  

☐ Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation’s stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation’s stocks.

☐ Limited Liability Company: Date of formation: _____/_____/____  State of formation: __________
List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ Partnership: Date formed: _____/_____/____  State of formation: __________
List all partners in your firm. Use Attachment A if more space is needed.

☐ Sole Proprietorship: Date started: _____/_____/____
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ Joint Venture: Date formed: _____/_____/____
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered as responsive to the invitation.
C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   [ ] Yes   [ ] No

   If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm’s owners, partners, or officers operated a similar business in the past five years?

   [ ] Yes   [ ] No

   If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

   [ ] Yes   [ ] No

   If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm’s licenses held in the name of a corporation or partnership?

   [ ] Yes   [ ] No

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]
D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
   [ ] Yes  [ ] No

   If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
   [ ] Yes  [ ] No

   If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? ________ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
   [ ] Yes  [ ] No

   If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

   [ ] Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to completion of the contract?
    [ ] Yes  [ ] No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
    [ ] Yes  [ ] No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
    [ ] Yes  [ ] No

    If Yes, explain on Attachment B the circumstances surrounding each instance.
F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes  ☐ No

(b) Work performance on a contract?

☐ Yes  ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes  ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.
18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

[ ] Yes  [ ] No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

[ ] Yes  [ ] No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

[ ] Yes  [ ] No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

[ ] Yes  [ ] No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.

[ ] Yes  [ ] No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title  Signature  Date
ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT C: 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.
Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing  ☐ Amendment: Date of Signed Original __________ Date of Last Amendment __________

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<th>Reference Number (Bid, Contract, or BAVN)</th>
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<th>Email Address</th>
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Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:
   1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
   2. A construction contract with any value and duration;
   3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
   4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

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REQUEST FOR PROPOSAL

ATTACHMENT 3

CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS / BIDDER CERTIFICATION CEC FORM 55
(3 pages)
This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

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<th>Amendment: Date of Signed Original</th>
<th>Date of Last Amendment</th>
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Reference Number (Bid, Contract, or BAVN): ___________ Date Bid Submitted: ___________

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract):

Bidder Name: _______________________________
Bidder Address: _______________________________
Bidder Email Address: ___________________________ Bidder Phone Number: ___________

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)
   - The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
   - At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

2. SCHEDULE B — Subcontractors and Their Principals (check one)
   - The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth $100,000 or more. (If you check "Yes", Schedule B is required.)

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): ______

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name ___________________________ Signature ___________________________
Title ___________________________ Date ___________________________
Prohibited Contributors (Bidders)

Schedule A - Bidder’s Principals

Please identify the names and titles of all the bidder’s principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

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☐ Check this box if additional Schedule A pages are attached.
Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>Subcontractor's Address</th>
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</thead>
</table>

Please check one of the following options:

This subcontractor has one or more principals.  
[ ] Yes  [ ] No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

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[ ] Check this box if additional Schedule B pages are attached.
REQUEST FOR PROPOSAL

ATTACHMENT 4

CITY BUSINESS TAX REGISTRATION CERTIFICATE
(1 page)
**BUSINESS TAX APPLICATION**

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:

<table>
<thead>
<tr>
<th>Business Type (check one):</th>
<th>Individual</th>
<th>Corporation</th>
<th>Partnership</th>
<th>LLC</th>
<th>Trust</th>
</tr>
</thead>
</table>

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)

|----------|-----|-----|-----|-----|-----|-----|-----|-----|

**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 ________________________________ Phone Number ________________________________

Title ________________________________ Email ________________________________

For more information, visit our website: finance.lacity.org
REQUEST FOR PROPOSAL

ATTACHMENT 5

INSURANCE REQUIREMENTS
(3 pages)
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 10/17) [v.3]
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/ 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/.

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/.

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
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers’ Compensation and Employer’s Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state’s Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers’ Compensation Insurance Requirement ([http://cao.lacity.org/risk/InsuranceForms.htm](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/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](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.

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that ____________________________ will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the Business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the Business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

___________________________
City/County State

___________________________
Name of Business

___________________________
Address

___________________________
Name of Authorized Officer or Representative  Title

___________________________
Signature of Authorized Officer or Representative

___________________________
Date  Telephone Number
Bidders are required to complete the following reference information below. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

<table>
<thead>
<tr>
<th>Name of Project</th>
<th>Location of Project</th>
<th>Project Description</th>
<th>Amount of the Contract</th>
<th>Duration in Months</th>
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<th>Awarding Agency</th>
<th>Awarding Agency Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tr>
<th>Awarding Agency Telephone Number (Include Area Code)</th>
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Page 1 of 2
Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Title</th>
<th>Years Experience</th>
<th>Current Licenses and/or Certifications</th>
<th>Other Pertinent Information</th>
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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(a)). 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, 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 person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (printed)</th>
<th>BRTC (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>BRTC (or n/a)</th>
</tr>
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<tbody>
<tr>
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</table>
REQUEST FOR PROPOSAL

ATTACHMENT 9

PROPOSER WORKFORCE AND NON-COLLUSION AFFIDAVIT

(1 page)
PROPOSER WORKFORCE INFORMATION / NON-COLLUSION STATEMENT

Proposer’s Name (legal name of entity): ____________________________________________

Headquarters of Firm: ___________________________________________________________

Street Address: ________________________________________________________________

City: _____________________________ State: __________ Zip: ______________

Contact Person: __________________________________________________________________

Email: _________________________________________________________________

Telephone: __________________________ Fax: ________________________________

Number of Employees Residing in the City of Los Angeles: _________________

Total Number of Employees: _________________________________________________

Percentage of Employees Residing in the City of Los Angeles: ______________________

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named: the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

To my knowledge, this proposal does not duplicate facilities or services available in the area that are funded by other sources of funds.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract supported by these funds.

Authorized Signature

Date

Print Name & Title
EXHIBIT A

ENGINEER’S REPORT

FOR THE

CITY OF LOS ANGELES
BUREAU OF STREET LIGHTING

REGARDING STREET LIGHTING MAINTENANCE ASSESSMENTS IN THE

XYZ
LIGHTING DISTRICT

IN CONFORMANCE WITH PROPOSITION 218

PREPARED August 13, 2020

Project ID No. xxxx
Subject: Description of how the City finances the cost of street lighting operation and maintenance, how these assessments were calculated, and how this complies with Section 4 of Proposition 218, Article XIII D of the California Constitution, in regards to the subject street lighting maintenance assessment district(s).

Abstract: The Bureau of Street Lighting, for the Board of Public Works, administers and operates the street lighting system of the City. This includes managing the financing of the system. By Council Policy, about 80% of the streetlights are financed through street lighting maintenance assessments to benefiting properties, and the rest through the LADWP.

Proposition 218, section 4 (b), requires that "...All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California..." It further requires in section 4 (f) that "...in any legal action contesting the validity of any assessment, the burden shall be on the agency to demonstrate that the property or properties in question receive a special benefit over and above the benefits conferred on the public at large and that the amount of any contested assessment is proportional to, and no greater than, the benefits conferred on the property or properties in question..."

The purpose of this report is to respond to the specific requirements of Proposition 218 and State law, for the subject street lighting maintenance assessment district(s) - Diagram with City page number ######.
SUMMARY

This engineer’s report will explain the methodology for the calculation of the street lighting operation and maintenance assessments, the City’s policy between special and general benefit and information about the subject project.

STREET LIGHTING TYPES AND FINANCING

There are three types of street lighting in the City of Los Angeles, each with different purposes, physical characteristics and financing modes. The following is a brief description of each:

A. SPECIAL BENEFIT is the direct street lighting benefit to a property, and to its owner or users, based on the existence of the nearby street lighting systems that is designed to illuminate the roadway and sidewalk adjacent to the specific property at night. When there is a single streetlight in front of or near the property in question, there is special benefit to the extent that the roadway and sidewalk are illuminated, notwithstanding that the street lighting system for the block is incomplete. Proposition 218 allows the assessment of properties which receive special benefit, to the extent that the assessment is not greater than the reasonable cost of the proportional special benefit conferred on those parcels.

Special Benefit street light systems are permanent streetlight systems designed to meet City standards of illumination which provide special benefit to nearby properties. These are generally systems with steel or concrete poles, underground wiring, intended to be part of a complete system providing a designed level of illumination and uniformity on the roadway and sidewalk areas. These systems are generally installed through either, assessments to nearby benefiting properties, grants or through requirements on private developments, and are owned by the Department of Public Works. The financing of their entire costs of operation and maintenance is through the annual assessment of nearby properties that are determined to receive special benefit. All general benefits, if any, to the surrounding community and public in general from these special benefit streetlight systems are intangible and are not quantifiable.
B. GENERAL BENEFIT is defined as a benefit to properties in the surrounding community or a benefit to the public in general resulting from the improvements, activities or services to be provided by the assessment levy. These benefits include the benefit from street lighting systems for locations that do not benefit specific properties; as well as interim lighting for minimal traffic safety on wooden power poles and permanent lighting at intersections with mast arm or traffic vehicular heads. Any special benefit from these lights will be intangible and not quantifiable in relation to their General Benefit use. Proposition 218 requires the City to finance general benefit costs from other than property assessments. These costs are financed from public funds.

General Benefit lighting systems are permanent street light system and which illuminate vehicular and pedestrian bridges and tunnels; intersections with mast arm or traffic vehicular heads; and other locations where there are no adjacent or nearby properties which receive direct, special benefit. These are part of a complete system for the structure, or street, providing a designed level of illumination and uniformity on the roadway and sidewalk areas. The financing of their entire costs of operation and maintenance is through public funds and/or Department of Water and Power funds. These systems are generally installed with public funding, and owned by the Department of Public Works.

C. UTILITARIAN LIGHTING is a general benefit type of street lighting that is installed, operated and maintained by the Department of Water and Power. These lights are mounted on wooden power poles, and do not have a designed average level of uniformity or illumination. These lights are considered interim, minimal safety lighting for specific locations where there are no permanent street lighting systems. The costs of operation are financed through the Department of Water and Power. However, for "continuous utilitarian lighting" systems, or "continuous alley lighting", the lighting benefit associated with these systems exceeds standard lighting requirements, therefore these special systems are considered as systems with a special benefit component.

HOW MAINTENANCE ASSESSMENTS ARE CALCULATED

Based on Council Policy, Los Angeles Administrative Code, annual City Budgets, and assessment proceedings, assessments are for the total estimated amount of the cost of operation and maintenance.

All costs of street lighting maintenance and operation for the subject lighting systems deemed as special benefit are to be assessed - none are to be financed with public funds.

The total estimated amounts of revenues and operating costs for previously assessed parcels are shown in the annual reports for the Los Angeles City Street Lighting Maintenance Assessment District (LACLD). The assessment rates are based on these estimates, which rely on actual costs for previous years, and on historic relationships between the different rates.

Proper maintenance and operation of the streetlight infrastructure benefits all properties within the District by providing security, safety, and community character and vitality.

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1995 statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties, which benefit from the improvements, be assessed.
METHODOLOGY

The process of determining maintenance assessments for each parcel is based on evaluating three areas of calculation which are relative to the amount of special benefit received. These areas of calculation are: equivalent dwelling units (EDU), benefit zones (rates), and adjustment factors.

Assessment Calculation for a Parcel

\[
\text{Assessment Cost} = (\text{Equivalent Dwelling Units}) \times (\text{Benefit Zone Rate}) \times (\text{Adjustment Factor})
\]

Where, \(\text{Adjustment Factor} = (\text{Benefit Factor}) \times (\text{Partial Lighting Factor}) \times (\text{Lot Shape Factor})\)

The following section explains each area of calculation in more detail:

EQUIVALENT DWELLING UNITS

The calculation will take into account the different land uses on the properties for comparative purposes. (E.g. A vacant property vs. a multiple family property vs. a commercial property.)

The medium density single-family residential parcel has been selected as the basic unit for calculation of assessments; therefore, the medium density single-family residential parcel is defined as one (1) Equivalent Dwelling Unit (EDU). The calculation methodology developed relates all other land uses, and their respective lot sizes, to the medium density single-family residential land use. The determination of the EDU takes into account two factors in relation to a SFR: land use, and the lot size.

Land Use of the parcel The EDU is adjusted in accordance with the land use of the property. The factor assigned is related to the approximate use or trips generated for a particular property type. For example, multiple family residences, with many dwelling units, will have more use of the property and of a street lighting system, compared to SFR. Similarly, vacant properties and agricultural properties of similar size, will have less use and benefit, compared to SFR. The land use adjustment determines the proportional special benefit that the parcel derives from the use of the street lighting system within the vicinity.

Size of the parcel One of the factors in determining the EDU of all properties is evaluating the size of a parcel compared to the average lot size of a medium density SFR. Based on an analysis of all of the properties within the City of Los Angeles, it has been determined that the average medium SFR lot size is approximately 7,000 to 8,000 sq. ft. From this same data, the EDU conversion factor is adjusted proportionally with respect to various land use distributions across eight lot size categories. They are: less than 0.1 acres, 0.1 to 0.2 acres, 0.2 to 0.4 acres, 0.4 to 0.8 acres, 0.8 to 1.5 acres, 1.5 to 3.0 acres, 3.0 to 6.0 acres, and greater than 6.0 acres.

Table 1, on the following page, summarizes the EDU conversion factors for various land uses and their respective lot sizes.
TABLE 1 - EQUIVALENT DWELLING UNIT (EDU)

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>ACREAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&lt; 0.1</td>
</tr>
<tr>
<td>SINGLE FAMILY</td>
<td>0.75</td>
</tr>
<tr>
<td>2 - 4 units</td>
<td>1.5</td>
</tr>
<tr>
<td>5 - 15 units</td>
<td>1.75</td>
</tr>
<tr>
<td>16 - 25 units</td>
<td>2</td>
</tr>
<tr>
<td>26 - 50 units</td>
<td>2.5</td>
</tr>
<tr>
<td>&gt; 50 units</td>
<td>3</td>
</tr>
<tr>
<td>COMMERCIAL</td>
<td>0.75</td>
</tr>
<tr>
<td>INSTITUTION</td>
<td>0.5</td>
</tr>
<tr>
<td>GOVERNMENT</td>
<td>0.35</td>
</tr>
<tr>
<td>INDUSTRIAL</td>
<td>0.26</td>
</tr>
<tr>
<td>UTILITY</td>
<td></td>
</tr>
<tr>
<td>MOBILE HOME</td>
<td></td>
</tr>
<tr>
<td>PARKS</td>
<td></td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
</tr>
<tr>
<td>AGRICULTURE</td>
<td></td>
</tr>
</tbody>
</table>

RESIDENTIAL

Residential properties include single family residential parcels and multiple family residential parcels.

- Single Family Residential (SFR) Parcels: All SFR parcels with lot sizes equal to 0.1 acre, and up to 0.2 acre, are considered medium density SFR, and are assigned the value of 1 equivalent dwelling unit (EDU).

- Multi-Family Residential (MFR) Parcels: The equivalencies of multi-residential land uses, such as apartments, condominiums, and private communities, are calculated based on their respective population densities (dwelling units to lot size), and their residential land uses as they relate to the medium-density SFR. These factors are derived from trip generation rates and estimated wastewater usage, which are both related to population density and usage.

NON-RESIDENTIAL

Non-residential properties include commercial, government, institutional (such as schools, churches and hospitals), industrial, utility, mobile homes, parks, vacant lots, and agricultural.

- Vacant and agricultural properties consist of parcels with few or no improved structures. Utilization of vacant property is significantly less than improved property, therefore receive substantially less lighting benefit.
BENEFIT ZONES (RATES)

Benefit Zones are used to differentiate between the different types of lighting services each parcel receives. These zones indicate the type of lighting system used (i.e. ornamental, modern, pedestrian, etc.), as well as the location where the lighting system will be installed (i.e. arterial, residential, etc.)

Each benefit zone will have a specific assessment rate associated with it. The rates associated with these zones have been set in accordance to the Bureau's current maintenance district. These rates include costs for energy, maintenance, administration and eventual replacement.

The assessment each parcel receives will be relative to the proportioned benefit received from each benefit zone. Parcel receiving benefit from multiple lighting systems, may be included in multiple benefit zones relative to the proportioned benefit.

Zones may be adjusted due to any identified general benefit component. For parcels on corners with more than one lit side, the parcel will be zoned per the side that the property takes access. We have determined that there are seven (7) different levels of benefit within the District, and these are distinguished by different zone designations. The zones identified below are assumed to utilize energy efficient lamps. Any request for lamps that are not energy efficient or require additional maintenance will need to be evaluated and the rate will need to be adjusted accordingly.

<table>
<thead>
<tr>
<th>TABLE 2 – BENEFIT ZONE SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BENEFIT ZONE</td>
</tr>
<tr>
<td>Zone 1</td>
</tr>
<tr>
<td>Zone 2</td>
</tr>
<tr>
<td>Zone 3</td>
</tr>
<tr>
<td>Zone 4</td>
</tr>
<tr>
<td>Zone 5</td>
</tr>
<tr>
<td>Zone 6</td>
</tr>
<tr>
<td>Zone 7</td>
</tr>
</tbody>
</table>

The following table provides more detail regarding the maximum assessment rates for each of the Zones:
### TABLE 3 – ASSESSMENT RATE DETAILS

<table>
<thead>
<tr>
<th>ZONE</th>
<th>Admin &amp; Eng</th>
<th>Energy (ECA, Utility Users Tax)</th>
<th>Replace</th>
<th>Repair</th>
<th>Tree Trim</th>
<th>Total BU</th>
<th>Total FY 2004-05 Max $/BU *</th>
<th>Total FY 2020-21**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$541,745</td>
<td>$1,175,461.63</td>
<td>$450,130</td>
<td>$548,859</td>
<td>$120,264</td>
<td>34,343.44</td>
<td>$82.59</td>
<td>$113.11</td>
</tr>
<tr>
<td>2</td>
<td>$6,008,929</td>
<td>$10,636,819.25</td>
<td>$4,992,757</td>
<td>$6,087,840</td>
<td>$1,333,943</td>
<td>474,857.79</td>
<td>$61.20</td>
<td>$83.85</td>
</tr>
<tr>
<td>3</td>
<td>$2,252,888</td>
<td>$6,422,360.97</td>
<td>$1,871,902</td>
<td>$2,262,474</td>
<td>$500,126</td>
<td>84,486.29</td>
<td>$136.47</td>
<td>$166.93</td>
</tr>
<tr>
<td>4</td>
<td>$5,967</td>
<td>$315,887.76</td>
<td>$0</td>
<td>$6,045</td>
<td>$0</td>
<td>15,182.44</td>
<td>$21.60</td>
<td>$29.59</td>
</tr>
<tr>
<td>5</td>
<td>$205,715</td>
<td>$536,528.47</td>
<td>$170,926</td>
<td>$298,416</td>
<td>$45,067</td>
<td>13,273.31</td>
<td>$89.78</td>
<td>$122.93</td>
</tr>
<tr>
<td>6</td>
<td>$762</td>
<td>$287,504.72</td>
<td>$14,264</td>
<td>$772</td>
<td>$0</td>
<td>6,336.65</td>
<td>$54.14</td>
<td>$74.14</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,016,006</td>
<td>$17,584,653</td>
<td>$7,500,000</td>
<td>$9,134,407</td>
<td>$2,000,000</td>
<td>N/A</td>
<td>$45,234,670</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* The amounts of the assessments designated in the assessment roll may be increased annually, without further notice or ballot, by no more than the annual Consumer Price Index (CPI) for the Los Angeles area, as provided by the U.S. Dept. of Labor (Bureau of Labor Statistics). The annual Consumer Price Index (CPI) will be calculated from the calendar year (January 1 - December 31) just prior to the assessment period affected (July 1 - June 30).

**Assessment Rate adjusted by 3.07% in February 2020 for the annual Consumer Price Index (CPI) for the 2019 calendar year (January 1 - December 31).

Note: Duplexes are charged 130% of the normal rate. Triplexes are charged 140% of the normal rate. Four-plexes are charged 150% of the normal rate. SFR parcels on arterial streets (zone 3) are charged 75% of the normal rate.
ADJUSTMENT FACTORS

These include benefit factors, partial lighting factors, and lot shape factors. Benefit Factors will define the benefit associated with the use of the property. Partial lighting factors will define the proportion of lighting benefit received by the affected properties. Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received (e.g. flag-lots, corner lots, etc.).

Benefit Factors - The EDU rates are modified by Benefit Factors that relate to how a particular land use benefits from streetlights. The amount of benefit received will vary with the different land use on the property. There are two categories from which the benefit of a parcel is derived:

1. **Security and Safety Benefit.** The prevention of crime and the alleviation of the fear of crime at the assessed properties, and the prevention of local pedestrian and traffic accidents related to the assessed properties.
2. **Community Character and Vitality Benefit.** The promotion of social interaction, promotion of business and industry, and the contribution to a positive night time visual image for the assessed properties.

To assign the benefit factors, each land use is compared to residential properties. Residential properties are the base properties and are assigned benefit factors of 1 for both the “Security and Safety Benefit” and the “Community Character and Vitality Benefit”. Commercial and Parks benefit similarly to residential property and therefore are assigned the same benefit factors. Industrial and utility properties receive benefits from added security and safety, but receive little to no benefit for community character and vitality, as the nature of these properties do not promote either. Likewise, vacant and agriculture properties receive benefits from added security and safety, although not at nearly the level of a developed property, but receive little benefit from additional community character and vitality.

Table 4 on the following page provides a summary of the Benefit Factors that are applied.
Table 4 – STREET LIGHTING BENEFIT FACTORS

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Residential (non-arterial)</th>
<th>Residential (arterial)</th>
<th>Commercial</th>
<th>Institutional (schools)</th>
<th>Utility, Industrial</th>
<th>Park</th>
<th>Vacant, Agriculture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security and Safety</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0.5</td>
</tr>
<tr>
<td>Community Character and Vitality</td>
<td>1</td>
<td>0.5</td>
<td>1</td>
<td>0.5</td>
<td>0</td>
<td>1</td>
<td>0.5</td>
</tr>
<tr>
<td>Subtotal:</td>
<td>2</td>
<td>1.5</td>
<td>2</td>
<td>3.5</td>
<td>1</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Applied Benefit Factor</td>
<td>1</td>
<td>0.75</td>
<td>1</td>
<td>0.75</td>
<td>0.5</td>
<td>1</td>
<td>0.5</td>
</tr>
</tbody>
</table>

Partial Lighting Factors - The EDU rates are further modified by Partial Lighting Factors that take into consideration the amount of benefiting frontage lit by the streetlights. If almost the entire frontage of a parcel is lit, then the Partial Lighting Factor is 1.0. If the frontage of a parcel is not fully lit, then a Partial Lighting Factor of 0.75, 0.50 or 0.25 will be applied depending on the percentage of frontage lit.

Lot Shape Factors - Lot shape factors will provide adjustments for odd shaped lots where the available benefiting frontage is disproportionate to the relative amount of lighting benefit received. For lots where the amount of lighting benefit received exceeds normal design standards, the assessment will be increased 10%. An example of this case would be corner lots with two or more benefiting sides, compared to similar shaped mid-block lots with only one benefiting side (normal configuration). For lots where the amount of lighting benefit received is less than comparable lots of similar size and land use, such as flag-lots, compound flag lots, or complex lots, they will receive assessment discounts of 25%, 50%, and 75%, respectively.

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for increase. The actual annual assessment rates for each Zone will be calculated each year based on the estimated costs of operating and maintaining the street lighting system in the following fiscal year. The funding source to repair and maintain the City of Los Angeles’ general benefit lights are not included in the estimated annual budget.

For parcels with mixed use, such as a commercial / residential combination, the benefit units are calculated for each use separately, and the higher of the two calculations will be used.

It is our conclusion that the proposed street lighting maintenance assessments follow the methodology described above.
SPECIFICATIONS FOR THE OPERATION OF STREET LIGHTING MAINTENANCE DISTRICTS IN THE CITY OF LOS ANGELES FOR 2020-21

WORK TO BE DONE. The work and improvement to be done shall be the operation, including furnishing electric energy and timing/switching; maintenance, including lamp changing, emergency services, pole painting, fixture cleaning and glassware replacement, and rehabilitation, which includes modernization and replacement of systems; repairs, including poles, conduit, wiring and fusing, and fixtures repair and replacement; management of the funds, records, engineering, equipment approval and testing, administration and assessments, buildings, vehicles, equipment and materials; and related activities for the street lighting system designated herein under the "MAINTENANCE ASSESSMENT DISTRICT," — Diagram with City page number ##### for the fiscal year ending June 30, 2021, in accordance with the report of the Board of Public Works therefore, on file in the office of the City Clerk.

AUTHORITY. The said work and improvement is to be made under and is to be governed in all particulars by the Charter of the City of Los Angeles, Section 580 and other sections; the Los Angeles Administrative Code, Section 6.95-6.127; Proposition 218 (Articles XIII C and XIII D of the California Constitution), and the Ordinance of Intention to be hereafter adopted therefore.

LIGHTING SYSTEM. The street lighting system consists of electroliers, luminaires, and lamps, together with the necessary conduits, cables, wires and other appurtenances. Plans showing the location and description of said equipment are on file in the office of the Bureau of Street Lighting and are hereby referred to and made a part of these specifications. The properties to be benefited by the work and improvement are designated in the assessment diagrams on file in the office of the Bureau of Street Lighting, Assessment Engineering Division, and are hereby referred to and made a part of the specifications.

OPERATION SCHEDULES. The lighting system shall be lighted in accordance with the All Night and 1:00 a.m. schedules of operation, and minor exceptions, as agreed upon by the Department of Public Works and the Department of Water and Power, or other utility suppliers.

ELECTRIC ENERGY. It is contemplated that the City of Los Angeles, through its Department of Public Works, will purchase electric energy as it may deem necessary from the Department of Water and Power, or other utility suppliers, in accordance with the terms, conditions, and rates prescribed for in such services as have been agreed upon by the Board of Public Works and the utility supplier, and approved by the City Council.

MAINTENANCE. The Department of Public Works will itself perform the work, or will contract for certain work with the Department of Water and Power, or private companies, in providing normal maintenance for the following district(s), in accordance with the terms, and conditions as prescribed for in such services as have been agreed upon by the Board of Public Works and the supplier, and approved by the City Council.

MAINTENANCE ASSESSMENT DISTRICT TITLE

XYZ
Lighting District

REPAIRS. The Department of Public Works, will itself perform the repair work, or will contract for certain work with private companies, provide the materials, equipment and expense, appliances, and other appurtenances and appurtenant work necessary to repair the street lighting system. This may also require approval by the City Council.
STANDARD PROVISIONS FOR CITY CONTRACTS
STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]
PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

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

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

D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.
This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR's delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
PSC-8. Suspension

At CITY’S sole discretion, CITY may suspend any or all services provided under this Contract by providing CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until CITY gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY’S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY’S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY’S sole discretion, CITY may accept or reject CONTRACTOR’S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR’S breach of this Contract.

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

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

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

5. Acts of Moral Turpitude

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

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

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

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

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

7 If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. CITY has the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR shall remove personnel from performing work under this Contract if requested to do so by CITY.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any...
Subcontractor. CITY does not have any obligation to pay CONTRACTOR's Subcontractors, and nothing herein creates any privity of contract between CITY and any Subcontractor.

**PSC-12. Assignment and Delegation**

CONTRACTOR may not, unless it has first obtained the written permission of CITY:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance of this Contract. CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to CONTRACTOR'S performance of this Contract.

**PSC-14. Claims for Labor and Materials**

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


For the duration of this Contract, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY’S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code (“LAMC”), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

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

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

PSC-17. Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR’s employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY’S actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. The rights and remedies of CITY provided in this section shall not be exclusive.
and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

*CONTRACTOR* represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributively, upon any third party’s intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by *CONTRACTOR* or its Subcontractors under this Contract (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of *CITY* for its use in any manner *CITY* deems appropriate. *CONTRACTOR* hereby assigns to *CITY* all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. *CONTRACTOR* further agrees to execute any documents necessary for *CITY* to perfect, memorialize, or record *CITY*’s ownership of rights provided herein.

*CONTRACTOR* agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause *CITY* irreparable harm. *CITY* may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude *CITY* from seeking or obtaining any other relief to which *CITY* may be entitled.

For all Work Products delivered to *CITY* that are not originated or prepared by *CONTRACTOR* or its Subcontractors under this Contract, *CONTRACTOR* shall secure a grant, at no cost to *CITY*, for a non-exclusive perpetual license to use such Work Products for any *CITY* purposes.

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

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

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

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PSC-22. **Data Protection**

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR**’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY**’s satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security incident and shall share the report of the investigation with **CITY**. At **CITY**’s sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. **Insurance**

During the term of this Contract and without limiting **CONTRACTOR**’s obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY**’s requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. **Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR**’s customers for similar goods and services provided under this Contract.
PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure
the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:


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

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

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.
PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected CITY office, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")
shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #____________. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

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

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provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
Ali documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.
CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY’S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days’ prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any Insurance or self-Insurance of the CITY. The CITY’S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days’ advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR’S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such Insurance to protect the CITY’S Interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers’ Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY’s protection are allowed without the CITY’s prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
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.

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<th>Coverage</th>
<th>Limits</th>
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<td>General Liability</td>
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<td>□ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</td>
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<td>Professional Liability (Errors and Omissions)</td>
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<td>□ Discovery Period</td>
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<td>□ Property Insurance (to cover replacement cost of building - as determined by insurance company)</td>
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<td>□ All Risk Coverage</td>
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<td>□ Flood</td>
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<td>□ Earthquake</td>
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<td>□ Boiler and Machinery</td>
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<td>□ Builder's Risk</td>
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<td>□ Pollution Liability</td>
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<td>□ Surety Bonds - Performance and Payment (Labor and Materials) Bonds</td>
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<tr>
<td>□ Crime Insurance</td>
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<td>Other</td>
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STANDARD PROVISIONS
FOR CITY CONTRACTS (Rev. 10/17) [v.3]
BPW Meeting - Item (4)

BPW-2020-0555

CD ALL

REQUEST FOR QUALIFICATIONS (RFQ) - PRE-QUALIFIED ON-CALL BUS STOP LIGHTING CONTRACTORS LIST - BUS STOP LIGHTING PROJECTS

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Street Lighting to issue and advertise the transmitted RFQ to prospective contractors;

2. WAIVE the Business Inclusion Program Outreach requirements for this RFQ;

3. AUTHORIZE the utilization of a Transitional Job Opportunities Program list for this RFQ;

4. AUTHORIZE the staff from Bureau of Street Lighting to evaluate the respondents based upon the requirements and procedures set forth in the RFQ;

5. NEGOTIATE a personal services contract with the most qualified and responsive proposer; and

6. RETURN to the Board of Public Works with a recommendation for a Pre-Qualified On-Call Bus Stop Lighting Contractor's List for the construction of Bus Stop Lighting Projects for various Public Works projects.

ATTACHMENTS:

Description
- BSL BCA 2
- BSL BCA 2 TR 1
- BSL BCA 2 TR 2
Honorable Board of Public Works of the City of Los Angeles

REQUEST FOR AUTHORITY TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR A PRE-QUALIFIED ON-CALL (PQOC) BUS STOP LIGHTING CONTRACTORS LIST FOR THE CONSTRUCTION OF BUS STOP LIGHTING PROJECTS FOR VARIOUS PUBLIC WORKS PROJECTS

RECOMMENDATIONS

Authorize the Director of the Bureau of Street Lighting (BSL) to:

1. Issue and advertise the transmitted RFQ to prospective contractors.
2. Waive the Business Inclusion Program (BIP) Outreach requirements for this RFQ.
3. Include the utilization of a Transitional Job Opportunities Program (TJOP) list for this RFQ.
4. Authorize the staff from BSL to evaluate the respondents based upon the requirements and procedures set forth in the RFQ.
5. Negotiate a personal services Contract with the most qualified and responsive proposer.
6. Return to the Board of Public Works (Board) with a recommendation for a Pre-Qualified On-Call Bus Stop Lighting Contractor's List for the construction of Bus Stop Lighting Projects for various Public Works projects.

TRANSMITTAL

1. Copy of the RFQ for a Pre-Qualified On-Call Bus Stop Lighting Contractors List for the Construction of Bus Stop Lighting Projects for Various Public Works Projects.
2. Copy of Email received confirming approval for Executive Directive (ED) 14 Waiver Request.
DISCUSSION

The Bureau of Street Lighting, Department of Public Works, City of Los Angeles (BSL) seeks qualified contractors to provide bus stop lighting construction services.

The purpose of this Request for Qualifications (RFQ) is to establish a pre-qualified list (bench list) where BSL plans to utilize Contractors to provide bus stop lighting construction during the course of a three (3) year period as described in the Scope of Work. This will allow small contractors holding a Class A and/or a C-10 License to work as prime contractors on City projects. Contractors are required to utilize the Transitional Job Opportunities Program list when hiring employees. The expectation is that work performed under this list will help small contractors learn about performing City work as a prime contractor and will help them to grow and expand their businesses. Contractors are expected to gain experience and will hopefully work on larger projects in the future. For this reason, the City hopes that many of the Contractors placed on this list will be certified Small, Local Business Enterprises.

TERM OF CONTRACT

The BSL intends to award as many contracts as necessary to serve the Bureau's needs. Subject to the approval of the Mayor, each contract recommended for award will commence upon the attestation of the City Clerk and will have a term of three (3) years. The BSL, in entering into an agreement, does not guarantee a minimum amount of business or compensation and does not obligate itself to utilize any of the On-Call Listed Contractors for any set percentage of the work.

COST OF CONTRACTS

It is anticipated that Work Packages to be issued under this Contract will vary in size. Qualified Contractors must be able to perform the scope of work associated with Work Packages where construction costs will be a maximum of $100,000.

MINIMUM LICENSE REQUIREMENTS

Contractors with a Class A and/or a C-10 License classification for a minimum of one year are invited to respond to this RFQ.
SCOPE OF WORK

The proposed scope of work will include, but not be limited to the following:

- Construction of streetlight pole foundations
- Setting and erecting pedestrian scale streetlight poles
- Installation of pullboxes in the sidewalk area
- Installation of conduit and wiring where needed
- Installation of services when required
- Electrical circuitry connection
- Traffic control when applicable
- Sawcut and cement finishing work
- Sawcut and Pavement work
- Backfill and Compaction; minor earthwork and site grading

The City will purchase and provide the pedestrian pole, luminaire and base. The Contractor shall make arrangements to pick up the poles, luminaires and base when ready. All other material will need to be purchased by the contractor. Actual projects will include some or all of these activities. Work shall be performed in accordance with the City’s General Conditions and General Requirements in effect at the time a Work Package is assigned (http://boe.iacity.org/bms/menu.cfm); Master Specifications Division 2 (Site Work); the latest edition of Standard Specifications for Public Works Construction (Greenbook) as modified by the most recent edition of the Brown Book; the most current WATCHBOOK and each specific Work Package’s plans, technical specifications, and all other related documents.

CONTRACTOR SELECTION PROCEDURE AND WORK ASSIGNMENT

SOQ packages will be reviewed by staff from the Department of Public Works for criteria relevant to the Contractor’s ability to perform the necessary work competently, and to comply with City and governmental contracting requirements. Contractors will not be allowed to make any changes to their SOQs once the submittal deadline has passed. If the Contractor has complied with all requirements of this RFQ and all other City requirements, and is not disqualified for being found non-responsive or non-responsible, then they will be added to the pre-qualified list and a Contract will be negotiated. Work Packages will be awarded pursuant to the following methods:
Work Packages will be assigned to Contractors on a rotating basis. Contractors will be placed onto the list in a random drawing conducted by the Board of Public Works (Board) at the time the list is approved. **Each Contractor on the list will be paid the Stipulated Unit Price for each item of work in the Work Package.**

Items not on the list will be negotiated by change order. The Contractor will receive a spreadsheet with the Work Package that shows the amount they will be paid for the work. If the Contractor intends to subcontract portions of the work, they will be required to fill in the columns on the spreadsheet showing the percentage of the work for each line item that will be subcontracted, and the name of the subcontractor that will perform the work.

The Contractor will then be required to submit insurance in the amount stipulated in the RFQ and payment and performance bonds for 100% of the cost of the Work Package to the Board of Public Works. Time is of the essence so Contractors are required to submit these to the Board within 5 days of the issuance of the Work Package from BOE. Failure to provide the documentation within the required timeframe may be deemed a refusal of work and the contractor may be rotated to the bottom of the List.

The Bureau of Street Lighting will then issue a Notice to Proceed to start work on the project. No work is authorized until the City issues the Notice to Proceed to the Contractor. Contractors are allowed to work on a maximum of two Work Packages per year; however, the City reserves the right to increase the maximum if in its best interest. Contractors will be rotated to the bottom of the list once a Work Package has been assigned to them. Contractors will also be rotated to the bottom of the list if they refuse the Work Package. Each January, for the life of this pre-qualified list, the BSL will review the U.S. Department of Labor, Bureau of Labor Statistics Economic News Release for Materials and Components for Construction ([http://www.bls.gov/news.release/ppi.t02.htm](http://www.bls.gov/news.release/ppi.t02.htm)) and if the index has increased, the BSL will adjust accordingly the Stipulated Unit Prices that will be paid to the Contractors. The Stipulated Unit Prices will be adjusted as quickly as possible after the Department of Labor produces the January statistics. The Contractors will be informed of any changes to the Stipulated Unit Prices. Work Packages assigned after this time will be paid at the adjusted Stipulated Unit Price rates.
Local Business Preference Program (LBPP)

City Ordinance No. 181910 adopted the LBP Program which is designed to maximize the opportunities for local businesses, as well as encourage businesses to locate and operate within the Los Angeles County. Proposers who participate in the LBP Program by qualifying as a Local Business Enterprise (LBE) may receive eight percent of the total possible evaluation points added to their evaluation score. The Preference allowed by the Ordinance for the utilization of LBE subcontractors will not be applied to the evaluation process for these On-Call contracts because actual subcontractor utilization cannot be pledged until after the contracts have been executed and task orders are issued for specific work. The City is entitled to determine at any time prior to award that it is not in the City’s best interest to apply the LBPP.

Business Inclusion Program (BIP)

Due to the size and value of the work packages, BIP outreach for the small projects may not produce a reasonable level of participation by MBE, WBE, SBE, EBE, DVBE, LGBTBE, and OBE firms. Therefore, the Mayor’s Office waived the BIP outreach requirements (Transmittal No. 2) for the proposers who are select to be placed on the list."

TJOP

The TJOP certifies business entities as a Transitional Employer. A Transitional Employer is an organization that provides transitional jobs for the long-term unemployed, and that has been certified by the Department of Public Works, Bureau of Contract Administration.

The contract requires contractors and subcontractors to demonstrate a good faith effort in utilizing the TJOP list of employers when hiring new employees and encourages utilizing the list prior to subcontracting.

CITY CONTRACTUAL REQUIREMENTS

The proposers will be required to comply with the City of Los Angeles policies and requirements for City Contracts. Compliance documents with the City’s Administrative Requirements MUST be submitted with the SOQ apart from the Equal Benefits
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING
BUREAU OF CONTRACT ADMINISTRATION

JOINT REPORT NO. 1

DATE

PAGE 6

Ordinance/First Source Hiring Ordinance, Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance Forms as advised in the RFQ.

The proposers will be required to comply with the provisions of the following:

1. Proof of Insurance
2. Equal Benefits Ordinance (BAVN)
3. First Source Hiring Ordinance (BAVN)
4. Child Support Obligations
5. American with Disabilities Act
6. Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance
7. Living Wage Ordinance and Service Contractor Worker Retention Ordinance
8. Slavery Disclosure Ordinance (BAVN)
9. Disclosure of Border Wall Contracting Ordinance (BAVN)
10. Los Angeles Residence/Workforce Information
11. Contractor History
12. Non-Collusion
13. Municipal Lobbying Ordinance
14. Contractor Bidder Campaign Contribution and Fundraising Restrictions
16. Business Tax Registration Certificate
17. Affirmative Action

NOTIFICATION OF INTENT TO CONTRACT

The "Notification of Intent to Contract" Form was filed with the City Administrative Officer (CAO) Employee Relations Division on January 22, 2020.

CHARTER SECTION 1022 DETERMINATION

The report from the Personnel Department regarding the Charter Section 1022 determination was completed on February 3, 2020.
RFQ REVIEW

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

RFQ ADVERTISING AND DISTRIBUTION

Upon adoption of this report by the Board, the proposed RFQ will be advertised and will be available and can be downloaded from the City of Los Angeles' Business Assistance Virtual Network (BAVN) website at www.labavn.org.

CONTRACT ADMINISTRATION

The responsibility for the administration and management of this contract will rest with the Bureau of Street Lighting.

CONTRACTOR RESPONSIBILITY ORDINANCE

Bidders/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). Bidders/Proposers shall refer to the RFQ Exhibit E, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance. All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix/Attachment. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive.

CONTRACTOR PERFORMANCE EVALUATION

At the end of this contract, 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 contract. 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 contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 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 personal services contracts.

Compliance Review performed
and approved by:

Lynda McGlinchey
Program Manager II
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,

NORMA ISAHAKIAN
Executive Director
Bureau of Street Lighting

JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration
ARTICLE 1 GENERAL INFORMATION

1.1 Introduction

The Bureau of Street Lighting, Department of Public Works, City of Los Angeles (BSL) seeks qualified contractors to provide bus stop lighting construction services. The purpose of this Request for Qualifications (RFQ) is to establish a pre-qualified list (bench list) where BSL plans to utilize contractors to provide bus stop lighting construction during the course of a three (3) year period as described in the Scope of Work. This will allow small contractors holding a Class A and/or a C-10 License to work as prime contractors on City projects. Contractors are required to utilize the Transitional Job Opportunities Program list when hiring employees. The expectation is that work performed under this list will help small contractors learn about performing City work as a prime contractor and will help them to grow and expand their businesses. Contractors are expected to gain experience and will hopefully work on larger projects in the future. For this reason, the City hopes that many of the contractors placed on this list will be certified Small, Local Business Enterprises.

A Mandatory pre-qualification meeting will be conducted virtually. This meeting has been scheduled for:

TBD, 2020 at 1:30 PM

The pre-qualification meeting is mandatory for all proposers who wish to submit their Statement of Qualifications (SOQ) for this RFQ. Please email evelinda pena@lacity.org one week prior to the conference to receive instruction on how to attend. Failure to attend the pre-qualification virtual meeting will result in the Contractor’s SOQ being deemed non-responsive and be disqualified from being able to submit a SOQ for this RFQ.

The closing date for this RFQ is 2:00 PM on TBD, 2020.

SOQs may be submitted at any time prior to the due date.

Staff from the Department of Public Works will evaluate the written responses to this RFQ to establish the BSL Bus Stop Lighting Contractors List. There will be no cap on the number of contractors for this list.
1.2 **Term of Contract**

The BSL intends to award as many contracts as necessary to serve the Bureau's needs. Subject to the approval of the Mayor, each contract recommended for award will commence upon the attestation of the City Clerk and will have a term of three (3) years. The BSL, in entering into an agreement, does not guarantee a minimum amount of business or compensation and does not obligate itself to utilize any of the On-Call Listed Contractors for any set percentage of the work.

A sample of the contract that will be issued pursuant for this RFQ is attached herein (Exhibit A). Respondents are urged to review the contract to become familiar with its terms and conditions.

1.3 **Scope of Work**

The proposed scope of work will include, but not be limited to the following:

- Construction of streetlight pole foundations
- Setting and erecting pedestrian scale streetlight poles
- Installation of pullboxes in the sidewalk area
- Installation of conduit and wiring where needed
- Installation of services when required
- Electrical circuitry connection
- Traffic control when applicable
- Sawcut and cement finishing work
- Sawcut and Pavement work
- Backfill and Compaction; minor earthwork and site grading

The City will purchase and provide the pedestrian pole, luminaire and base. The contractor shall make arrangements to pick up the poles, luminaires and base when ready. All other material will need to be purchased by the contractor. Actual projects will include some or all of these activities. A sample plan of a typical plan is attached (Exhibit B). This plan reflects typical scope of work and does not represent every situation. Work shall be performed in accordance with the City’s General Conditions and General Requirements in effect at the time a Work Package is assigned (http://boe.lacity.org/bms/menu.cfm); Master Specifications Division 2 (Site Work); the latest edition of Standard Specifications for Public Works Construction (Greenbook) as modified by the most recent edition of the Brown Book; the most current WATCHBOOK and each specific Work Package’s plans, technical specifications, and all other related documents.

1.4 **Cost of Contracts**

It is anticipated that Work Packages to be issued under this contract will vary in size. Qualified contractors must be able to perform the scope of work associated with Work Packages where construction costs will be a maximum of $100,000.
1.5 **Minimum License Requirements**

Contractors with a Class A and/or a C-10 License classification for a *minimum of one year* are invited to respond to this RFQ.

**ARTICLE 2 – CONTRACTOR SELECTION/REMOVAL**

2.1 **Contractor Selection Procedure and Work Assignment**

SOQ packages will be reviewed by staff from the Department of Public Works for criteria relevant to the contractor's ability to perform the necessary work competently, and to comply with City and governmental contracting requirements. Contractors will not be allowed to make any changes to their SOQs once the submittal deadline has passed. If the contractor has complied with all requirements of this RFQ and all other City requirements, and is not disqualified for being found non-responsive or non-responsible, then they will be added to the pre-qualified list and a contract will be negotiated. A sample draft contract is provided as Exhibit A. Work Packages will be awarded pursuant to the following methods:

Work Packages will be assigned to Contractors on a rotating basis. Contractors will be placed onto the list in a random drawing conducted by the Board of Public Works (Board) at the time the list is approved. **Each Contractor on the list will be paid the Stipulated Unit Price for each item of work in the Work Package.** Items not on the list will be negotiated by change order. The Stipulated Unit Prices are shown in Exhibit C of this RFQ. The Contractor will receive a spreadsheet with the Work Package that shows the amount they will be paid for the work. If the Contractor intends to subcontract portions of the work, they will be required to fill in the columns on the spreadsheet showing the percentage of the work for each line item that will be subcontracted, and the name of the subcontractor that will perform the work.

The Contractor will then be required to submit insurance in the amount stipulated in the RFQ and payment and performance bonds for 100% of the cost of the Work Package to the Board of Public Works. Time is of the essence so Contractors are required to submit these to the Board within 5 days of the issuance of the Work Package from BSL. Failure to provide the documentation within the required timeframe may be deemed a refusal of work and the contractor may be rotated to the bottom of the List.

The Bureau of Street Lighting will then issue a Notice to Proceed to start work on the project. No work is authorized until the City issues the Notice to Proceed to the Contractor. Contractors are allowed to work on a maximum of two Work Packages per year; however, the City reserves the right to increase the maximum if in its best interest. Contractors will be rotated to the bottom of the list once a Work Package has been assigned to them. Contractors will also be rotated to the bottom of the list if they refuse the Work Package.
Each January, for the life of this pre-qualified list, the BSL will review the U.S. Department of Labor, Bureau of Labor Statistics Economic News Release for Materials and Components for Construction (http://www.bls.gov/news.release/ppi.t02.htm) and if the index has increased, the BSL will adjust accordingly the Stipulated Unit Prices that will be paid to the Contractors. The Stipulated Unit Prices will be adjusted as quickly as possible after the Department of Labor produces the January statistics. The Contractors will be informed of any changes to the Stipulated Unit Prices. Work Packages assigned after this time will be paid at the adjusted Stipulated Unit Price rates.

2.2 Contractor Removal

The City may remove contractors for cause from the pre-qualified list of On-Call Bus Stop Lighting Contractors.

2.2.1 Termination of Contract by City (CONTRACTOR NOT AT FAULT)

Per General Conditions Section 00404, the Contract may be terminated, in whole or in part, at any time, by the City, at its sole discretion, without cause and for the City’s convenience. Such termination will be accomplished by delivery of a written “Notice of Termination” to the Contractor, specifying the extent to which performance of the Work under the Contract or portion of the Contract shall be terminated and the date upon which such termination shall become effective. The complete Section is available for reference at http://boe.lacity.org/bms/menu.cfm

2.2.2 Termination of Contract by City (CONTRACTOR DEFAULT)

Per General Conditions Section 00405, in the event of conduct by the Contractor which is determined by the Engineer or the Inspector to constitute default, the City may either suspend the Work under the provisions of Temporary Suspension or Delay of Work of the General Conditions or, upon 10 calendar days' written notice to the Contractor, terminate the Contract. Default by the Contractor shall occur whenever it shall declare bankruptcy; become insolvent or assign its assets for the benefit of its creditors; fail to provide materials, equipment, or workmanship meeting the requirements of the Specifications; disregard or violate provisions of the Contract Documents or the Engineer’s or the Inspector's instructions; cause a material breach of the Contract; fail to prosecute the Work according to the approved progress schedule; or fail to provide a qualified representative, competent workers or Subcontractors. Upon request, the Contractor will be provided a hearing by the Board to contest the recommendation of the Engineer or the Inspector as to default by the Contractor. The complete Section is available for reference at http://boe.lacity.org/bms/menu.cfm.
2.3 **Subcontractors**

Subcontracting for work issued to this list is not required, however, is highly encouraged whenever subcontracting opportunities are available. The Prime contractor is required to perform 50% of each Work Package. It will be allowed to include subcontractors if the contractor is unable to perform all of the work with their own forces. However, contractors are encouraged to utilize the Transitional Job Opportunities Program list prior to subcontracting. While the Board encourages subcontracting to MBE/WBE/SBE/EBE/ DVBE and OBE contractors whenever possible, it is not required for the Work Packages issued to the contractors on this list. All subcontractors must be approved by the Bureau of Contract Administration (BCA) Special Research & Investigation Section prior to beginning work, be properly licensed and registered with the state (California Senate Bill 854), and possess a City of Los Angeles Business Tax Registration Certificate (BTRC) number.

**ARTICLE 3 – GENERAL REQUIREMENTS FOR RESPONDING TO RFP**

3.1 **SOQ Submittal Requirements**

SOQ packages shall consist of all items listed. Respondents shall submit an original and three (3) hard copies (total of four [4] sets) and one (1) electronic copy in PDF format of the Cover Letter, SOQ, and all other required documents including but not limited to written responses, questionnaires, forms, appendices, spreadsheets, and any electronic files. The City reserves the right to contact the references listed in the SOQ packages at any time. Contractors will not be allowed to make any changes to their SOQs once the submittal deadline has passed.

3.1.1 **Cover Letter**

Include the name, address, fax number, and the Business Tax Registration Certificate number of the contractor. Identify the name, title, e-mail address, and phone number of the person or persons authorized to represent the contractor. The cover letter should also include the name of the individual who will act as the Work Package coordinator for the duration of the contract.

3.1.2 **SOQ**

**Requirements:** Contractor must provide proof that they have had at least one electrical job within the last year.

**License:** Holding a current Class A and/or C-10 license to for a minimum of one year to perform the work. Contractor must provide a copy of the current license.

**Insurance:** Notarized declaration from a licensed insurance representative stating that the contractor can obtain insurance coverage in the types and limits stated in this RFQ.
**Bonds:** Notarized statement from a proposed surety certifying the contractor’s total bonding capacity within the range specified in this RFQ.

**Checklist:** Respondents are to complete, sign, and include the Checklist on page 18 with their SOQ.

### ARTICLE 4 – REQUIREMENTS FOR CITY CONTRACTS

The City of Los Angeles has certain policies and requirements that may affect the contracts awarded from this RFQ. Compliance documents with the City’s Administrative Requirements MUST be submitted with the SOQ apart from the Equal Benefits Ordinance/First Source Hiring Ordinance (EBO/FSHO), Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance affidavits. Therefore, all prospective contractors are advised of the following:

#### 4.1 Online Submission of Required City Documents

Firms must submit the following compliance forms online at the City of Los Angeles’ Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org) by the RFQ deadline. Therefore, **all prospective Respondents must first register with LABAVN in order to be able to submit a proposal.** Registration to LABAVN is free. Failure to comply with these requirements may render the proposal non-responsive. Exemplars and/or explanatory material for each item are provided in the cited attachments. For consistency of reference, please include all documents in the order listed in the Attachments (Attachments 1 through 14) and marked as an attachment with the corresponding letter designation used in this RFQ (e.g., Compliance with Child Support Obligations-Attachment 5).

Because some of the requirements require extensive time to complete, **the City Strongly encourages Respondents to commence these activities prior to the Pre-Proposal Conference.**

**Equal Benefits Ordinance/First Source Hiring Ordinance, Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance**

Firms must submit these forms on LABAVN, and the Office of Contract Compliance in the Bureau of Contract Administration must review them prior to contract execution.

**Equal Benefits Ordinance**

Respondents 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.
All Respondents shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on LABAVN 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 LABAVN. Respondents do not need to submit supporting documentation with their SOQ. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Respondents seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

**First Source Hiring Ordinance (FSHO)**

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

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

**Disclosure Ordinances**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. 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 and DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

4.2 **Nondiscrimination/Equal Employment Practices/Affirmative Action**
Program (Non-Construction and Construction)

Respondents 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 Administrative 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.


4.3 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 (For 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.
4.4 **Transitional Job Opportunities Program (TJOP)**

The TJOP certifies business entities as a Transitional Employer. A Transitional Employer is an organization that provides transitional jobs for the long-term unemployed, and that has been certified by the Department of Public Works, Bureau of Contract Administration.

The contract requires contractors and subcontractors to demonstrate a good faith effort in utilizing the TJOP list of employers when hiring new employees and encourages utilizing the list prior to subcontracting. The TJOP Directory as of January 27, 2016 is provided for reference as Attachment 1. Questions regarding the required outreach or the TJOP should be e-mailed to the BCA at bca.biphelp@lacity.org.

4.5 **Contractor Responsibility Ordinance (CRO)**

Respondents 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). Bidders/Proposers shall refer to Exhibit E, “Contractor Responsibility Ordinance,” for further information regarding the requirements of the Ordinance. All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Exhibit E. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive.

4.6 **Business Inclusion Program (BIP)**

Business Inclusion Program requirements will not be required in response to this RFQ.

4.7 **Local Business Preference Program**

Local Business Preference Program requirements will not be required in response to this RFQ.

4.8 **Business Tax Registration Certificate (BTRC)**

All entities doing business within the City of Los Angeles are required to pay City business taxes and receive a BTRC number. The Respondents must represent that they have, or will obtain upon award, a BTRC required per the Los Angeles City Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 et seq., of the Los Angeles Municipal Code). The contractor shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such certificates to be revoked or suspended. To find out more about the BTRC, please refer to
Attachment 3, or contact the Office of Finance, Tax and Permit Division, (213) 473-5901.

4.9 **California State Senate Bill 854**

Contractors are advised of the following changes made by California State Senate Bill 854 to the State of California Department of Industrial Relations:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

DIR maintains a current list of registered contractors at [https://efiling.dir.ca.gov/PWCR/Search.action](https://efiling.dir.ca.gov/PWCR/Search.action).

4.10 **Insurance Requirements**

All contractors are required to provide a notarized declaration from a licensed insurance representative stating that the contractor can obtain insurance coverage in the types and limits stated below:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Workers’ Compensation Employer’s Liability Insurance</td>
<td>$1 Million</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>$1 Million</td>
</tr>
</tbody>
</table>

Insurance requirements, including actual levels of insurance coverage required for each type of insurance may be adjusted for each Work Package. Additional coverage may be required on specific Work Packages. At the time a Work Package is issued and prior to the commencement of work, proof of insurance must be submitted to the Board of Public Works for approval by the City Administrative Officer’s Risk Manager.

Documents in Attachment 4 are included for the potential Respondent’s information.

4.11 **Bond Requirements**

Contractors awarded Work Packages will be required to submit payment and performance bonds for 100% of the amount of each Work Package awarded to them. Respondents to this RFQ must have a bonding capacity of at least $100,000. A notarized statement from a proposed surety certifying the contractor’s total bonding
capacity must be included in the SOQ.

4.12 **City of LA Contractor Development and Bonding Program (CDABP)**

Administered by the Office of the City Administrative Officer, Risk Management, for all City departments, the CDABP is designed to assist in removing the barriers of surety bonding by providing technical and administrative assistance to local, small and minority businesses who would not otherwise be able to provide, on their own, the necessary payment, and performance bonds to successfully compete for City business opportunities.

For information on the CDABP please contact Merriwether and Williams Insurance Services at (213) 258-3000 or online at www.imwis.com, or go to the City’s Risk Management website at http://cao.lacity.org/risk.

4.13 **Discount Terms**

Contractors performing work for the City must agree 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 discounts to payments made under this contract which meet the discount terms.

4.14 **Child Support Obligations Ordinance**

The Child Support Obligations Ordinance requires all contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements relative to legally mandated child support obligations. All contracts contain language obligating the contractor and any subcontractors to fulfill those requirements. In addition, the contractor must complete the Certification of Compliance with Child Support Obligations form (Attachment 5) and submit it with the SOQ.

4.15 **Americans with Disabilities Act**

Contractors performing work for the City are required to be in compliance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), and must submit a Certification Regarding Compliance with the Americans with Disabilities Act (Attachment 6) with their SOQ.

4.16 **Labor Compliance Manual**

Any contract awarded pursuant to this process will require the Contractor to comply with the requirements of the Labor Compliance Program as described in the Labor Compliance Manual. For more information visit City of Los Angeles, Bureau of Contract Administration website: https://bca.lacity.org/labor-compliance.
4.17  **Prevailing Wage Rates**

Contractors must comply with the provisions of the Labor Code of the State of California in relation to Public Works wages for any contract awarded as a result of this RFQ. These provisions require the contractor to pay not less than the “General Prevailing Wage Rates” to all workers employed in the execution of the contract. The contractor must post a copy of the “General Prevailing Wage Rates” in a conspicuous place at the job site available to all employees and applicants for employment.

The “General Prevailing Wage Rates” shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Contractors can obtain copies of these rates by calling OCC at (213) 847-1922. Contractors can also obtain information regarding prevailing wage rates from:

Office of Policy, Research, and Legislation  
Division of Labor Statistics and Research  
Prevailing Wage Unit  
P.O. Box 420603  
San Francisco, CA 94142-0603  
(415) 703-4780  
https://www.dir.ca.gov/oprl/ContactUS_LSRO.htm

4.18  **Contractor Performance Evaluation Ordinance**

At the end of this contract, 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 contract. 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 contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 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 personal services contracts.

4.19  **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 they generate and the business taxes they remit. Respondents are required to identify the address of their headquarters as well as the percentage of their workforce residing in the City of Los Angeles. All potential Respondents are required to
complete the Los Angeles Residence Information form (Attachment 7) and submit it with their SOQ.

4.20 Non-Collusion

Each SOQ must have attached thereto, the affidavit of the Respondent that such SOQ is genuine, and not a sham or collusive, or made in the interest or in behalf of any person not therein named; and that the Respondent has not directly, or indirectly, induced or solicited any other Respondent to put in a sham SOQ, or any other person, firm or corporation to refrain from responding; and that the Respondent has not in any manner sought, by collusion, to secure for himself an advantage over any other Respondent. (Attachment 8)

4.21 Municipal Lobbying Ordinance

Any bidder 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, CEC Form 50, 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. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City. (Attachment 8)

4.22 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, bidders 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 bidders, 12 months after the contract is signed. The bidder'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.

Bidders must submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their SUBCONTRACTORS performing $100,000 or more in work on the contract, and the principals of those SUBCONTRACTORS. Bidders 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. Bidders who fail to comply with City law may be subject to penalties, termination of CONTRACT, and debarment. Additional information
The Bidder Certification CEC Form 55 can be found in Attachment 10.

4.23 Holiday Season Work Restrictions

Any contract awarded pursuant to this process will require the contractor to comply with the following requirements.

Applicable projects with work that may occur during the holiday season will include "Holiday Season Excavation Restrictions" for the applicable time period and list of streets affected by the holiday season work restrictions as part of the Bid Proposal for each contract. No work will be permitted during the indicated time period on the listed streets, see Exhibit D. All sidewalks, traffic lanes and parking lanes, including those on adjoining side streets, shall be clear of all obstructions and shall be open to traffic. The Contractor shall protect all uncompleted work and take all necessary corrective actions to allow safe and free flow of pedestrian and vehicular traffic during the holiday season. A revised list of streets subject to holiday season work restrictions is published by the City in October of each year. If work on the project goes beyond the beginning of the holiday season, the Project Engineer or Architect will notify the Contractor if the street has been added to or deleted from the list provided with the Work Package.

4.24 Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant’s criminal history unless a link has effectively been made between the applicant’s criminal history and the duties of the job position. Respondents seeking additional information regarding the requirements of the Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

ARTICLE 5 – TERMS AND CONDITIONS

5.1 Pre-Qualification Meeting

A Mandatory pre-qualification meeting will be conducted virtually. This meeting has
been scheduled for: **TBD, 2020 at 1:30 PM**. The pre-qualification meeting is mandatory for all proposers who wish to submit their Statement of Qualifications (SOQ) for this RFQ. Please email evelinda.pena@lacity.org one week prior to the conference to receive instruction on how to attend. Failure to attend the pre-qualification virtual meeting will result in the Contractor’s SOQ being deemed non-responsive and be disqualified from being able to submit a SOQ for this RFQ.

5.2 **Financial Responsibility**

The City shall not be responsible in any manner for the costs associated with the submission of the SOQ. The SOQ, including all drawings, plans, brochures, photographs and other materials submitted shall become the property of the City upon receipt by the City. The City shall have the right to copy, reproduce, publicize or dispose of each SOQ in any way the City elects.

5.3 **Rights of Revision, Withdrawal, and Rejection**

The City reserves the right to revise or withdraw the RFQ. The City may reject any response for non-compliance with the RFQ provisions. The City may also decide not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City not to do so. If the RFQ is revised, written revision to the RFQ will be made available to all potential Respondents who downloaded the RFQ from BAVN.

5.4 **Acceptance of Terms and Conditions**

Submission of the SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

5.5 **RFQ Schedule**

The schedule indicates estimated dates for the RFQ process. The City reserves the right to adjust this schedule when appropriate.

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX, 2020</td>
<td>Release RFQ on LABAVN</td>
</tr>
<tr>
<td>XX, 2020</td>
<td>Deadline to Protest RFQ Content</td>
</tr>
<tr>
<td>XX, 2020</td>
<td>Mandatory Pre- Qualification Meeting</td>
</tr>
<tr>
<td>XX, 2020</td>
<td>Final day for Written Questions</td>
</tr>
</tbody>
</table>
ARTICLE 6 – BUSINESS ARRANGEMENTS

6.1 Where to Submit Responses

To respond to this RFQ, an original, plus appropriate number of copies and an electronic file of the Cover Letter, SOQ, and other related materials, as specified in Section 9, must be received by 2:00 PM on XX, 2020. Faxes will not be accepted. Respondents shall send submittals to:

BUREAU OF STREET LIGHTING
COMMUNITY ENGAGEMENT DIVISION
1149 SOUTH BROADWAY, SUITE 200 LOS ANGELES, CA 90015
Attn: Evelinda Pena

6.2 RFP/RFQ Protest Procedures

These procedures provide a method for resolving, prior to selection of the Pre-Qualified On-Call Bus Stop Lighting Contractors List, protests regarding the rejection of the prime contractor’s SOQ by the BCA and BSL staff. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting contractor prior to pursuing any legal remedy that may be available. For this reason, no contractor shall have any right to due process, should the City fail to follow these procedures, for any reason within its discretion. However, failure by a contractor to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Public Works to ascertain all of the facts necessary to make an informed decision regarding the selection of the list.

a. A protest relative to the rejection of a prime contractor’s SOQ for a particular Request for Proposal/Request for Qualifications (RFP/RFQ) must be submitted in detail and in writing and be postmarked within 14 calendar days after the receipt of the rejection letter from BSL staff. The day following the date of the rejection letter shall be considered as day one.
b. All protests must be addressed to:

   Mr. Fernando Campos, Executive Officer  
   Board of Public Works  
   200 North Spring Street, Room 355  
   Los Angeles, CA  90012

c. Advance copies of protests will be accepted if sent via fax within the protest period to the Executive Officer, Board of Public Works at (213) 978-0279 and provided approval is received prior to sending the fax, by calling the Executive Officer at (213) 978-0250.

d. Prime contractors are requested to advise their potential subcontractors of this protest period policy. Furthermore, protests against a prime contractor by a subcontractor with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the Board of Public Works beyond the protest period.

e. The Board of Public Works will only consider protests against any contractor who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.

f. The Board of Public Works may consider protests from contractors concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the contractor submits the protest in a timely period and such protest affects a contractor who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.

g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board of Public Works. Protesting parties will be notified of the time and date that the written report will be discussed in a public session of the Board of Public Works. Protesting parties will be given the opportunity to present their arguments at the public session.

6.3 **Key Personnel**

The potential Respondent should refer to the following contacts for questions regarding this RFQ, required submittals, or the various City Policies and Procedures that are referenced in the RFQ and Attachments.

6.3.1 **RFQ in General and Technical Questions**

   Evelinda Pena, St Lighting Engineer  
   E-mail: evelinda.pena@lacity.org
6.3.2 Policies and Procedures

Contractor Responsibility Ordinance

Bureau of Contract Administration
Equal Employment Opportunities Enforcement Section.. (213) 847-2323
Contact: Edna Du
E-mail: CRO_help@lacity.org

6.3.3 Business Tax Registration Certificate

Office of Finance, Tax and Permit Division.................. (844) 663-4411
E-mail: finance.customerservice@lacity.org

6.3.4 Equal Benefits Ordinance, Non-Discrimination, Equal Employment and
Affirmative Action Statements, Disclosure Ordinances

Bureau of Contract Administration
Equal Employment Opportunities Enforcement Section.. (213) 847-2323
E-mail: bca.eeoe@lacity.org.

6.3.5 Bidder Certification

City Ethics Commission.. ........................................... (213) 978-1960
E-mail: ethics.commission@lacity.org
CEC Form 50 link: https://ethics.lacity.org/pdf/forms/City/CEC50.pdf

### ARTICLE 7 – CHECKLIST

CONTRACTOR SHALL COMPLETE, SIGN AND RETURN THIS CHECKLIST WITH THE STATEMENT OF QUALIFICATIONS

<table>
<thead>
<tr>
<th>√ DOCUMENT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>As defined in the RFQ.</td>
</tr>
<tr>
<td>SOQ</td>
<td>As defined in the RFQ</td>
</tr>
<tr>
<td>TJOP Outreach Questionnaire (Attachment 1)</td>
<td>Good Faith effort utilizing TJOP list of employees</td>
</tr>
</tbody>
</table>
| Contractor Responsibility Ordinance Questionnaire (Service Version) (See Exhibit E) | Includes information on the following:  
- Organizational structure of the firm  
- Ownership and name changes  
- Financial Resources and Responsibility  
- Performance History  
- Disputes |
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Tax Registration Certificate (Attachment 3)</td>
<td>All entities doing business with City of Los Angeles are require to have a BTRC number.</td>
</tr>
<tr>
<td>Proof of Insurance (See Attachment 4)</td>
<td>Notarized statement from the Respondent’s insurance agent of adequate insurance coverage</td>
</tr>
<tr>
<td>Child Support Obligations (See Attachment 5)</td>
<td>Certificate of Compliance with Child Support Obligations</td>
</tr>
<tr>
<td>Americans with Disabilities Act (See Attachment 6)</td>
<td>Certificate of Compliance with America with Disabilities Act</td>
</tr>
<tr>
<td>Los Angeles Residence/Workforce Information (See Attachment 7)</td>
<td>Percentage of Workforce residing in the City of Los Angeles</td>
</tr>
<tr>
<td>Non-Collusion (See Attachment 8)</td>
<td>Non-Collusion Affidavit (For RFP only. On a task By task basis for RFQs.)</td>
</tr>
<tr>
<td>Municipal Lobbying Ordinance (See Attachment 9)</td>
<td>Bidder Certification (CEC Form 50)</td>
</tr>
<tr>
<td>Contract Bidder Campaign Contributions and Fundraising Restrictions (See Attachment 10)</td>
<td>Bidder Contributions (CEC Form 55)</td>
</tr>
<tr>
<td>Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance</td>
<td>Disclosure Ordinances Affidavit (<a href="http://www.labavn.org">www.labavn.org</a>)</td>
</tr>
<tr>
<td>Equal Benefits Ordinance/First Source Hiring Ordinance Affidavit</td>
<td>EBO/FSHO Affidavit (<a href="http://www.labavn.org">www.labavn.org</a>)</td>
</tr>
<tr>
<td>Contract History (See Attachment 13)</td>
<td>Contract History Form</td>
</tr>
<tr>
<td>Service Contract Worker Retention Ordinance (See Exhibit F)</td>
<td>If requesting exemption, complete EEOE/CRO-1 Awarding Authority Request for Exemption (Rev. 05/19)</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>☐ Local Business Preference Program (DOES NOT APPLY)</td>
<td>Local Business Certification Affidavit of Eligibility (DOES NOT APPLY)</td>
</tr>
<tr>
<td>☐ Business Inclusion Program (WAIVED)</td>
<td>MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and BAVN outreach (WAIVED)</td>
</tr>
</tbody>
</table>

NOTE: Failure to submit all the information requested may render your submittal non-responsive
SIGNATURE PAGE:

Contractor Firm Name ___________________________ Date

Signed __________________________________________ Title

Typed Name __________________________ Telephone Number
EXHIBITS
Hi Evelinda,

Thank you for submitting your BIP Waiver Request. Your request has been approved.

Best,

CPO TEAM
Mayor’s Office of Budget and Innovation
200 N. Spring St, Los Angeles, CA 90012

On Thu, Feb 13, 2020 at 9:48 AM Jessica Lopez <jessica.e.lopez@lacity.org> wrote:

---------- Forwarded message ----------
From: Evelinda Pena <evelinda.pena@lacity.org>
Date: Thu, Feb 13, 2020 at 8:54 AM
Subject: Re: Meeting for RFQ Pre-Qualified On-Call Bus Stop Lighting Contractors
To: Jessica Lopez <jessica.e.lopez@lacity.org>
Cc: Lakeisha Vaden <Lakeisha@imwis.com>, Lynda McGlinchey <lynda.mcglincley@lacity.org>, Megan Hackney <megan.hackney@lacity.org>, Michelle Quirante <mquirante@imwis.com>, Navid Barkhordar <navid@imwis.com>, Norma Isahakian <norma.isahakian@lacity.org>, Shannon Hoppes <shannon.hoppes@lacity.org>, Leticia Gonzalez <leticia.gonzalez@lacity.org>, Hannah Choi <hannah.choi@lacity.org>

Good morning Jessica,

I would like to inform you that I just submitted the ED 14 Waiver request online via the link you provided on February 4, 2020. Attached is a PDF image of the submitted ED 14 Waiver request.

Thank you.

Sincerely,
SOLE SOURCE PROCUREMENT - LOCAL CONTROL PANEL
PROGRAMMABLE LOGIC CONTROLLER INTEGRATED VIBRATION
DIAGNOSTICS AND MONITORING SYSTEM AND SERVICES - LOS ANGELES GLENDALE WATER RECLAMATION PLANT

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer sole source the selection of one Rockwell Automation's Allen-Bradley Local Control Panel (LCP)/Programmable Logic Controller (PLC) model Compact Logics 5230 with 10 inches Human Machine Interface model 5310 screen with one Allen-Bradley Dynamix 1444 with Connection Technology Center, Inc. (CTC) accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $95,000 for the Los Angeles Glendale Water Reclamation Plant (LAGWRP) Preliminary Treatment Improvements;

2. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer sole source the selection of one Rockwell Automation Allen-Bradley Dynamix 1444 with CTC accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $80,000 for the LAGWRP Blower Air Cleanup System Project; and

3. AUTHORIZE the Director of the Bureau of Sanitation to request the City Engineer negotiate a price agreement with Rockwell Automation's Allen-Bradley for the above referenced LCP/PLC with Dynamix 1444 integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning which will be procured and installed by the general contractor awarded the construction project.

(W.O. SZL11231, SZL11210, CIP 4185, CIP 4187)
ATTACHMENTS:

Description

BOE BOS 1
Department of Public Works

Bureau of Engineering  
Bureau of Sanitation  
Joint Report No. 1  

September 11, 2020  
CD No. 4  

SOLE SOURCE PROCUREMENT OF LOCAL CONTROL PANEL PROGRAMMABLE LOGIC CONTROLLER, INTEGRATED VIBRATION DIAGNOSTICS AND MONITORING SYSTEM AND SERVICES FOR THE LOS ANGELES GLENDALE WATER RECLAMATION PLANT PRELIMINARY TREATMENT IMPROVEMENTS CAPITAL IMPROVEMENT PROJECT 4185 (WORK ORDER NO. SZL11231) AND THE LOS ANGELES GLENDALE WATER RECLAMATION PLANT BLOWER AIR CLEANUP SYSTEM CAPITAL IMPROVEMENT PROJECT 4187 (WORK ORDER NO. SZL11210)  

RECOMMENDING THE BOARD OF PUBLIC WORKS:  

1. AUTHORIZE the Director and General Manager of LA Sanitation (LASAN) to request the City Engineer sole source the selection of one Rockwell Automation's Allen-Bradley Local Control Panel (LCP)/Programmable Logic Controller (PLC) model Compact Logics 5230 with 10 inches Human Machine Interface (HMI) model 5310 screen with one Allen-Bradley Dynamix™ 1444 with Connection Technology Center, Inc. (CTC) accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $95,000 for the Los Angeles Glendale Water Reclamation Plant (LAGWRP) Preliminary Treatment Improvements Capital Improvement Project (CIP) 4185 (Work Order No. SZL11231).  

2. AUTHORIZE the Director and General Manager of LASAN to request the City Engineer sole source the selection of one Rockwell Automation Allen-Bradley Dynamix™ 1444 with CTC accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning, for an amount not-to-exceed $80,000 for the LAGWRP Blower Air Cleanup System Project CIP 4187 (Work Order No. SZL11210).  

3. AUTHORIZE the Director and General Manager of LASAN to request the City Engineer negotiate a price agreement with Rockwell Automation's Allen-Bradley for the above referenced LCP/PLC with Dynamix™ 1444 integrated vibration diagnostics and monitoring system and services, software development, installation approval, start-up and commissioning which will be procured and installed by the general contractor awarded the construction project.  

Reference List  
Since 2003, approximately 10 integrated vibration diagnostics and monitoring systems have been installed at LASAN’s four water reclamation plants (WRPs) for protection of rotating equipment including screw pumps, compressors, and blowers.
DISCUSSION

Background
The LAGWRP is designed to provide tertiary treatment of 20 million gallons per day average dry weather flow. The treatment processes consist of primary sedimentation, secondary activated sludge, tertiary filtration and disinfection. The plant produces a “Title 22” effluent suitable for unrestricted reuse or discharge into the Los Angeles River.

LASAN is requesting to implement several projects to improve the process and day-to-day operation and maintenance functions within the LAGWRP.

CIP 4185 The LAGWRP Preliminary Treatment Improvements Project: The project provides for the preliminary treatment upgrades consisting of the replacement of existing equipment, three influent pumps and associated Variable Frequency Drives (VFD’s) operated by flow and level controllers by Foxboro, two grit pumps, control valves, flow meters and appurtenances considered at the end of their useful life.

The project also provides for the vibration diagnostics and monitoring systems for new pumps and motors and new LCP/PLC for the migration of controls currently residing in existing flow and level controllers by Foxboro and the integration of the new vibration system. These two systems will be packaged in a single control cabinet.

CIP 4187 The LAGWRP Blower Air Cleanup System Project: The project provides for a Bio-Trickling Filter (BTF) system to remove harmful contaminants prior to entering the new blowers. The system includes fiberglass ductwork, a new BTF system, new blowers, and all auxiliaries. The purpose of the BTF system will be to protect the new process air blowers at the LAGWRP from corrosion and plugging of the aeration diffusers, which are currently problems at the Donald C. Tillman Water Reclamation Plant (DCTWRP). The project also provides for the vibration diagnostics and monitoring systems for the new blowers. This system will be packaged in a single control cabinet with the BTF’s LCP/PLC.

For these two projects, the vibration diagnostics and monitoring systems will help to detect machine damage in good time and prevent costly consequential damage. Vibration transmitters and sensors detect damaged bearings and unbalance in drives and rotating machine parts. Since 2003, numerous systems were installed at LASAN’s WRP’s and since 2014 principally Rockwell Automation Allen-Bradly LCP/PLC with Dynamix™ 1444 with CTC accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring system (Figure No. 1).
Figure No. 1: Rockwell Automation Control Package

Allen-Bradley LCP/PLC Compact Logics 5230

Dynamix™ 1444 integrated vibration diagnostics and monitoring system

CTC Triaxial Accelerometer

CTC Temperature Sensor
**Sole Source Justification**

Based on the performance at the DCTWRP and the Hyperion Water Reclamation Plant (HWRP), LASAN has selected Rockwell Automation Allen-Bradley LCP/PLC with Dynamix™ 1444 integrated vibration diagnostics and monitoring system for protecting rotating equipment for major rotating equipment protection at its WRPs and these projects. The following is a justification to sole source the control equipment:

- LASAN has standardized Rockwell Automation Allen-Bradley LCP/PLC with Dynamix™ 1444 with CTC accelerometers and vibration analysis hardware, for integrated vibration diagnostics and monitoring systems. CTC accelerometers and vibration analysis hardware are guaranteed for life and provide Lifetime Calibration Service. To facilitate integration with the existing systems, Allen-Bradley VFDs, all new integrated vibration diagnostics and monitoring systems must also be manufactured by Rockwell Automation. Compatibility issues will arise, and the warranty will be voided if the upgrades are provided by a different manufacturer. In addition, replacement of parts will be difficult due to having different equipment manufacturers. The system will also include flow and level controllers to allow for migration of the existing Foxboro flow and level controllers which have experienced reliability issues and have required extensive maintenance. Additionally, it has been difficult to obtain service and parts when units require repairs.

- The installation at the LAGWRP will provide a very efficient system to protect new pumps and motors with the precision, reliability and performance required by industry and regulatory standards. The system will measure and monitor a pump’s and motor’s critical dynamic and position parameters, and assures appropriate actions are performed including shutdowns before permanent failure, with the precision, reliability and performance required by industry and regulatory standards.

- Manufacturer experience: Successful applications running worldwide including LASAN’s DCTWRP and HWRP applications, including screw pumps, blowers and compressors that have proven to be very reliable and efficient in preventing major damage and permanent failures.

- Operating the same systems at both plants will provide the capability of operating the LAGWRP remotely from the DCTWRP. This will lower operating and maintenance costs resulting from operating the same system at both plants.

- Strong manufacturer support: With numerous operating systems throughout California and Nevada, Rockwell Automation Allen-Bradley employs a full staff of certified service technicians.
The sole sourced equipment to be purchased from the vendor is shown in Table 1.

Table 1: Proposed LCP/PLC with Integrated Vibration Diagnostics and Monitoring System

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>No. of Units</th>
<th>Vendor</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LCP/PLC with integrated vibration diagnostics and monitoring system</td>
<td>1</td>
<td>Rockwell Automation Allen-Bradley</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Software development, installation approval, start-up and commissioning</td>
<td>1</td>
<td>Compact Logics 5230 with 10&quot; HMI model 5310 screen</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>1</td>
<td>Dynamix™ 1444 with CTC accelerometers and vibration analysis hardware</td>
<td>$95,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$95,000</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
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<th>Vendor</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Integrated vibration diagnostics and monitoring system</td>
<td>1</td>
<td>Rockwell Automation Allen-Bradley</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Software development, installation approval, start-up and commissioning</td>
<td>1</td>
<td>Dynamix™ 1444 with CTC accelerometers and vibration analysis hardware</td>
<td>$80,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$80,000</strong></td>
</tr>
</tbody>
</table>

City Attorney Review
The City Attorney’s Office has reviewed this matter and concurs that it is reasonable and justifiable to award this contract on a sole source basis.

Program Review Committee (PRC) or Applicable Oversight Committee
CIP 4185 The LAGWRP Preliminary Treatment Improvements Project was approved by PRC for a total construction budget of $7,495,000 at its meeting on August 14, 2019.
The budget includes costs for LCP/PLC and integrated vibration diagnostics and monitoring system and services for an amount not-to-exceed $95,000.

CIP 4187 The LAGWRP Blower Air Cleanup System Project was approved by PRC for a total construction budget of $6,315,000 at its meeting on August 14, 2019. The budget includes costs for integrated vibration diagnostics and monitoring system and services for an amount not-to-exceed $80,000.

STATUS OF FUNDING

No funding is required at this time. The project will be funded from the Sewer Construction and Maintenance fund. Specific funding information will be provided in the awarding board report.

Report reviewed by:

BOE (ADM PAC) and LASAN (WRD and FMD)

Report prepared by:

Environmental Engineering Division

Ethan B. Wong, PE, CCM, ENV SP
Division Engineer
Phone No. (310) 648-6120

Respectfully submitted,

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

Enrique C. Zaldivar, PE
Director and General Manager
Bureau of Sanitation
BPW Meeting - Item (6)

BPW-2020-0557

CD 9

Pallet Task Force Update
- Bureau of Street Services
BPW Meeting - Item (7)

BPW-2020-0558

Status Update on Major Upcoming Street Improvement Projects
- Bureau of Street Services