

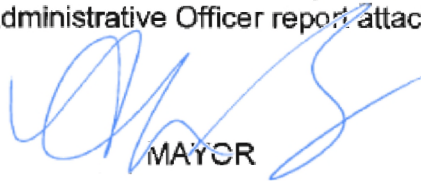
TRANSMITTAL

0150-11314-0000

TO The City Council The City Attorney The Department of City Planning	DATE 10/31/19	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

**Personal Services Agreements with
Architectural Resources Group, Inc.; ASM Affiliates, Inc.; Chattel, Inc.;
Environmental Science Associates; Galvin Preservation Associates, Inc.;
Historic Resources Group; Page & Turnbull; and Rincon Consultants, Inc.
For Historic Preservation Services**

Approved and transmitted for further processing. See the
City Administrative Officer report attached.



MAYOR

(Ana Guerrero for)

RHL:MAM:02190185

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

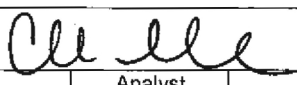
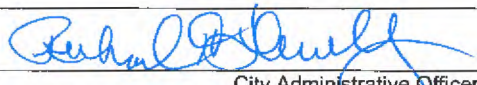
To: The Mayor The Council	Date: 10-15-19	C.D. No. Citywide	CAO File No.: 0150-11314-0000
Contracting Department/Bureau: Department of City Planning		Contact: Maria Ortiz (213) 978-1291	
Reference: Transmittal from the Department of City Planning to the Mayor's Office dated December 19, 2018; Referred to the Office of the City Administrative Officer on February 19, 2019; Additional information provided through August 27, 2019.			
Purpose of Contract: Historic preservation studies, surveys, and related services			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years	
Contract/Amendment Amount: \$1,380,000			
Proposed amount \$ 1,380,000 + Prior award(s) \$ 0= Total \$ 1,380,000 bench contract ceiling			
Source of funds: General Fund (100), Planning Case Processing Special Fund (52D), Certified Local Government Grant			
Name and Address of Contractors (Percent of Workforce Residing in the City): Architectural Resources Group, Inc., 360 E. 2 nd Street, Suite 225, Los Angeles, CA, 90012 (18%) ASM Affiliates, Inc., 2034 Corte Del Nogal, Carlsbad, CA, 92011 (14%) Chattel, Inc., 13417 Ventura Boulevard, Los Angeles, CA, 91423 (70%) Environmental Science Associates, 626 Wilshire Boulevard, Unit 1100, Los Angeles, CA, 90017 (13%) Galvin Preservation Associates, Inc., 231 California Street, El Segundo, CA, 90017 (27%) Historic Resources Group, 12S. Fair Oaks Avenue, Suite 200, Pasadena, CA, 91105 (45%) Page & Turnbull, 417 S. Hill Street, Unit 211, Los Angeles, CA, 90013 (17%) Rincon Consultants, Inc., 180 N. Ashwood Avenue, Ventura, CA, 93003 (3%)			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: See above			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010			X

RECOMMENDATIONS

That Council, subject to the approval of the Mayor:

Authorize the Director of the Department of City Planning, or designee, to:

1. Execute the proposed professional services agreements with Architectural Resources Group, Inc.; ASM Affiliates, Inc.; Chattel, Inc.; Environmental Science Associates; Galvin Preservation Associates, Inc.; Historic Resources Group; Page & Turnbull; and Rincon Consultants, Inc. to support historic preservation services for a five year term, subject to the approval of the City Attorney as to form and compliance with the City's contracting requirements; and,
2. Establish a total not-to-exceed expenditure limit of \$1,380,000 for the proposed agreements listed in Recommendation No. 1. The cumulative total of the Notices to Proceed to these contractors shall not exceed the ceiling limit.

 MAM	 City Administrative Officer
Analyst	02190185

SUMMARY

The Department of City Planning (DCP) requests authority to execute professional services agreements (Agreements) with eight contractors for historic preservation studies, surveys, and related services. The scope of work may include conducting historic resources surveys, Historic Preservation Overlay Zone (HPOZ) plan preparation and project review, data management for HistoricPlaces LA, report preparation, application completion for the Mills Act Historical Property Program, and services related to City, State, and/or Federal historic designations processes.

The DCP issued a Request for Qualifications (RFQ) on September 28, 2017 to establish a list of on-call historic preservation consultants. A total of 11 firms submitted Statements of Qualifications by the due date. Three firms were excluded as they did not meet the minimum requirements for the RFQ. A panel of DCP staff rated the remaining contractors by evaluating their ability to complete tasks related to the scope of work. As a result of the competitive process, eight consultants were selected based on achieving a passing score of eighty percent and above. A consultant's inclusion in the on-call bench list predicated on passing one of the categories listed in the scope of work.

The DCP will select contractors for historic preservation studies projects through a selection process administered through the Business Assistance Virtual Network (BAVN). Contractors included in the on-call bench list will receive notices through BAVN to submit Request for Bids (RFB). Evaluation categories for the proposed work will be determined by DCP staff and may be based on the contractor's prior performance on similar projects, costs, project team members, prior experience, proposed schedule of performance, and other project specific criteria. The DCP will then issue a Notice to Proceed (NTP) based on the selected RFB with a maximum not-to-exceed compensation amount. The cumulative amount for all NTPs issued from this on-call bench list agreement shall not exceed \$1,380,000.

The Department's 2019-20 budget includes funding in the amount of \$176,000 for historic preservation and grant related services which are contracted under separate agreements. The Department does not have sufficient funds in its budget if the maximum contract ceiling established for these Agreements is reached. The maximum contract ceiling is higher than the Department's anticipated annual expenditure in order to provide an allowance for other departments to utilize these Agreements or for the receipt of additional grant awards. Funding sources for the proposed work will vary based on project type and may include the Planning Case Processing Special Fund, General Fund, and the Certified Local Government (CLG) grant to support the Mills Act pre-applications program, Mills Act inspection program, and CLG work, respectively. The Mills Act pre-applications program consists of surveys and preparation of preservation plans prior to a property's designation as a Mills Act property while the Mills Act inspection program inspects existing Mills Act properties for compliance with the Act. DCP states that it will fund the CLG work through the State's Office of Historic Preservation grant, pending the State awarding the grant to DCP. Subsequent to the release of the Department's transmittal to the Mayor's Office, the Department modified the contract term from five years with two-one year extensions to five years with no extensions.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees have the expertise to perform the proposed work. However, this Office has determined that it is more feasible to contract the proposed work because the services exceed staffing availability, are of limited duration, and additional staff cannot be deployed or trained in a timely manner to perform this work. In

with Los Angeles Administrative Code Section 10.5(a), City Council approval of the Agreements is required because the cumulative term of the Agreements exceeds three years.

FISCAL IMPACT STATEMENT

There is no additional impact to the General Fund. Funding for these agreements is available through the 2019-20 City Planning budget with funding for subsequent years subject to the City's annual budget process. Funding for activities related to the CLG grant, which is one of several potential funding sources that may be utilized, is contingent upon pending grant award. The recommendations in this report comply with the City's Financial Policies in that ongoing revenue is used for ongoing expenditures.

RHL:CEA:02190185

Attachment

CONTRACT NUMBER _____

**CONTRACT BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING AND XXX, INC. FOR HISTORIC
PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

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**CONTRACT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF CITY PLANNING
AND
XXX, INC.
FOR
HISTORIC PRESERVATION STUDIES, SURVEYS, AND RELATED SERVICES**

This Contract is entered into, by and between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of City Planning (DCP) and XXX, Inc. (Consultant), a California corporation, for historic preservation studies, surveys, and related services as follows:

RECITALS

1. City has a need for various professional consulting services related to historic preservation;
2. Pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to perform various historic preservation services in a timely manner and it is therefore, more feasible and in the Department's best interest to secure these services by contract;
3. The services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Charter Section 371 is neither practicable nor advantageous;
4. Pursuant to Charter Section 372, City issued a Request for Qualification (the "RFQ") on August 31, 2017, seeking firms qualified to provide historic preservation consulting services, and found Consultant satisfied the required qualifications and experience to provide the type of service required by City;
5. Consultant has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and is available and willing to perform the services required by City;
6. Consultant has been selected to perform professional services for which Consultant has demonstrated specialized expertise; and
7. City and Consultant desire to enter into this Contract pursuant to which Consultant shall perform the work and furnish the deliverables for the consideration and upon the terms and conditions provided in this Contract.

NOW, THEREFORE, City and Consultant agree as follows:

SECTION 1 – DEFINITIONS

A non-exclusive list of defined terms and acronyms is provided in this Section 1. These defined terms and acronyms may be further defined in this Contract.

City means the City of Los Angeles, a municipal corporation

Consultant means XXX, Inc. "Consultant" is synonymous with "Contractor" for purposes of this document and the Standard Provisions for City Contracts.

DCP means the City of Los Angeles Department of City Planning

Designee means a DCP employee authorized by the Director to execute documents related to this Contract on the Director's behalf.

Director means the City of Los Angeles Director of Planning

Execution means the date that the Contract takes effect pursuant to PSC-3, Time of Effectiveness, of the Standard Provisions for City Contracts.

FIGSS means Field Guide Survey System

HPLA means HistoricPlaces LA

HPOZ means Historic Preservation Overlay Zones

NTP means Notice to Proceed (letter form via email)

OHR means Office of Historic Resources

Proposal means Consultant's historic preservation consulting services proposal to the RFQ

RFB means Request for Bid, which term is synonymous with Task Order Solicitation for purposes of this Contract.

RFQ means the Request for Qualifications issued by DCP on September 28, 2017

Standard Provisions for City Contracts means the Standard Provisions of City Contracts (Rev. 10/17)[v.3], attached to this document as **Exhibit 1**

TOS means Task Order Solicitation, which term is synonymous with Request for Bid for purposes of this Contract

SECTION 2 – TIME OF PERFORMANCE

The term of this Contract commences upon Execution and will terminate sixty (60) months thereafter, unless otherwise terminated in accordance with the termination provisions of PSC-9, Termination, of the Standard Provisions for City Contracts.

SECTION 3 – PURPOSE OF CONTRACT AND SCOPE OF WORK

3.1 Purpose of Contract

The purposes of this Contract is for City to obtain, and for Consultant to provide at City's direction, on-call historic preservation consulting services for the specific category or categories of services for which Consultant qualified upon submitting Consultant's Proposal the RFQ.

3.2 Scope of Work

Consultant shall provide transportation consulting services for only that category, or those categories, identified in the letter from the Director to Consultant dated October 15, 2018, which letter (the "Award Letter") is incorporated into and made a part of this Contract by reference. Specifically, Consultant shall provide historic preservation consulting services for the following categories:

- **Historic Resources Surveys;**
- **Historic Preservation Overlay Zones (HPOZ) Program;**
- **Mills Act Historical Property Contract Program;**
- **Historic Contexts;**
- **Nominations for Designation;**
- **HistoricPlacesLA; and**
- **Other Services**

3.3 SERVICES AND DELIVERABLES TO BE PROVIDED BY CONSULTANT

At City's direction, as provided in Section 4 below, Consultant shall provide various historic preservation consulting services and deliverables pursuant to a properly issued NTP letter, including, but not limited to, those services and deliverables listed in this Section 3.3. Specifically, Consultant may be required to, and at City's direction pursuant to a properly issued NTP letter, shall:

3.3.1 Historic Resources Surveys

- Conduct field surveys as needed to include individual resources and historic districts utilizing the methods developed for SurveyLA;
- Surveys will be conducted to meet the requirements of the California Office of Historic Preservation and National Register Bulletin 24: Guidelines for Local

Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation;

- Data collection may be via HistoricPlacesLA, with a data collection component being developed for Arches v4. If the Arches v4 data collection component is not in place for HistoricPlacesLA by the time of contract execution, consultants will collect data in electronic format compatible with, and using the data fields and drop down lists developed for, SurveyLA and the associated Field Guide Survey System (FiGSS) application. In this case, data and photographs will be submitted to the OHR in electronic format for incorporation into HPLA (no DPR forms to be submitted); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

3.3.2 HPOZ Program

Surveys and Survey Updates

- Complete HPOZ surveys and survey updates in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(F)(3).

Preservation Plans

- Prepare draft and final historic preservation plans in accordance with the requirements of the HPOZ Ordinance, Municipal Code Section 12.20.3(E); and
- Facilitate and attend public workshops, meetings, and hearings as needed.

Project Review

- Review proposed projects within HPOZs for compliance with associated Preservation Plans;
- Complete staff reports;
- Meet with and respond to project applicants as needed; and
- Attend public hearings and meetings as needed.

3.3.3 Mills Act Historical Property Contract Program

- Organize and facilitate annual workshop for prospective applicants;
- Review Mills Act applications Parts 1 and 2 for compliance with the program;
- Schedule and perform on-site inspections to review existing conditions;
- Assess condition of property relative to the Standards and preservation goals;
- Document property conditions through written notes and photographs, noting potential areas of non-compliance with the Standards, and discuss appropriate courses of action with the property owner or the owner's representative;
- Process contracts through the County Registrar-Recorder and Office of Historic Resources file management system;
- Conduct quinquennial inspections for existing Mills Act properties and prepare compliance reports; and
- Perform necessary inspection follow-up with owners.

3.3.4 Historic Contexts

- Prepare historic contexts using the format developed for the Citywide Historic Context Statement and following the Multiple Property Documentation approach;
- Assist in developing and implementing a public participation and outreach strategy to solicit information; and
- Facilitate and attend public meetings and hearings as needed.

3.3.5 Nominations for Designation

- Complete nominations for City Historic-Cultural Monuments;
- Complete nominations for the California Register of Historical Resources;
- Complete nominations to the National Register of Historic Places (primarily using the Multiple Property Documentation Form); and
- Attend public meetings and hearings as needed.

3.3.6 HistoricPlacesLA

- Assist with the management of historical data and historic resource survey data, including but not limited to: the migration of legacy data, data revisions, new data entry, and the digitization and subsequent integration of historical records into HPLA.

3.3.7 Other Services

- Review projects for conformance with the Secretary of the Interior's Standards and in accordance with the Cultural Heritage Commission Ordinance;
- Conduct site specific historic resources assessments and prepare environmental review and compliance documents under the California Environmental Quality Act;
- Prepare historic preservation planning and policy documents; and
- Complete archaeological assessments and reports.

SECTION 4 – REQUEST FOR BID/TASK ORDER SOLICITATION, SELECTION PROCESS, AND NOTICE TO PROCEED

4.1 Request for Bid (RFB)/Task Order Solicitation (TOS)

The Director or Designee shall notify Consultant in writing when Consultant's services may be required pursuant to this Contract by means of an RFB or TOS. The RFB/TOS may be distributed through the City's Business Assistance Virtual Network (BAVN). The RFB/TOS will detail the service requirements and information on the specific project including the objectives, tasks, deliverables, and time frame for delivering the project deliverables.

4.2 RFB/TOS Response

4.2.1 Consultant shall respond to the RFB/TOS with a response (the RFB/TOS Response) detailing Consultant's proposal for performance of the services requested in the RFB/TOS. Consultant shall include in Consultant's RFB/TOS Response, information necessary or helpful to DCP's evaluation of Consultant's RFB/TOS Response, including, but not limited to:

- 4.2.1.1 A project plan;
- 4.2.1.2 A cost estimate for the project;
- 4.2.1.3 Planned staff composition/allocation,
- 4.2.1.5 The subconsultants that Consultant intends to utilize for the project;
- 4.2.1.6 The schedule of performance; and
- 4.2.1.7 Any other information that the Director or Designee indicates as necessary.

4.2.2 DCP shall provide the Consultant at least five (5) working days to respond to the RFB/TOS.

4.3 Selection Process

DCP shall review the RFB/TOS proposals and select a qualified consultant that DCP, in DCP's sole discretion, deems best for the project. The selection criteria for awarding work will be specified in the RFP/TOS and may include: the Consultant's prior performance on similar projects including, but not limited to, projects awarded by the City; costs; project team members; prior experience; proposed schedule of performance; and other project specific criteria.

In order for Consultant's RFP/TOS proposal to be considered for selection, Consultant's RFB/TOS proposal must calculate costs on a deliverable basis, provided, however, that the Director or Designee may expressly waive this requirement in the RFB/TOS.

4.4 Notice to Proceed (NTP)

4.4.1 If Consultant's RFB/TOS Response is selected, the Director or Designee shall issue a Notice to Proceed (NTP). The NTP letter will authorize the Consultant to begin work (i) immediately, or (ii) at a specified date, or (iii) upon the occurrence of certain conditions. The NTP will specify a "not to exceed" compensation amount. The Consultant shall complete the work within the "not to exceed" amount unless changes to the NTP are approved by the Director or Designee, as provided in Section 5 below. The NTP will contain specific directives for the relevant project; such as, but not limited to, information relating to the scope of work, product delivery schedule, cost, payment schedule, and other requirements.

4.4.2 Consultant shall adhere to terms indicated in the NTP.

4.4.3 By commencing work following receipt of an NTP, Consultant affirms that Consultant is and will be bound by the terms of the NTP.

4.4.4 No work is authorized until the City issues an NTP to the selected firm.

4.4.5 DCP is not obligated to utilize Consultant for any work under this Contract. Neither the Award Letter nor this Contract imply or guarantee that Consultant will be given any portion or percentage of work that may ultimately be awarded for tasks or deliverables that are within the scope of work of this Contract and the RFQ.

4.5 Work Not in Scope

4.5.1 Consultant shall not perform any work unless the work is within the scope of this Contract. Consultant acknowledges and agrees that City neither has, nor will have, any liability to Consultant for any work performed that is outside the scope of this Contract, regardless of whether the work is within the scope of an NTP issued in relation to this Contract.

4.5.2 Consultant shall immediately notify DCP in writing of any work that is requested to be performed that is outside of the original scope of work of the NTP. If it is determined that the request is outside the scope of work of the NTP, Consultant shall not perform the requested work unless and until: (i) the Director or Designee approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Consultant's compensation and revision of the terms of the NTP is approved by both parties as provided in Section 5, below.

SECTION 5 – CHANGES TO NTP, SUSPENSION OR TERMINATION OF NTP

5.1 Change Request.

5.1.1 In the event DCP identifies necessary changes to the NTP letter, the Director or Designee shall submit to Contractor in writing a letter outlining any changes, deletions, or additions that includes the following information:

- The nature of the change, deletions or additions requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents which will be affected;
- The proposed change to the Schedule of Tasks, if any; and
- Whether or not the City is willing to alter any requirement to accommodate the change or addition.

5.1.2 Change Proposal.

City shall inform Consultant in writing of any changes, additions, or deletions to the NTP. Within ten (10) business days of DCP submission of a Change Request Consultant's receipt of City's written request for a change, deletion or addition, the Consultant shall either sign and accept the change order or prepare and deliver to the City a written statement that includes the following information:

- The impact of the change on existing requirements;
- The cost of the change or addition and recommendation for appropriate offsets in the Contract, if possible;
- The estimated time schedule to incorporate the change, deletion or addition;
- Impact of the change on Consultant's ability to perform its obligations under this Contract;
- Any proposed changes to the City's description of work or schedule of performance; and
- The period of time for which statement is valid.

5.1.3 Change Order Notice.

Upon acceptance by the City of the Consultant's change order acceptance or written statement for a proposed change, the City will deliver to the Consultant a Change Order Notice, specifying the particulars set forth in Subsections 5.1.1 and 5.1.2 above as agreed. This Contract will be deemed amended in accordance with said Change Order Notice.

5.1.4 Change Suggestions.

The Consultant or the City may suggest any changes to the NTP that fall within the general scope of work of this Contract. Suggested changes will be made in accordance with the applicable provisions of Section 5, subsections 5.1.1 through 5.1.3 above and no changes will be made without the prior written approval of the City.

5.2 Suspension or Termination of NTP

City may suspend or terminate work, in whole or in part, at any time by notifying Consultant in writing via formal letter signed by the Director of Planning, or Designee.

SECTION 6 – PERFORMANCE, ACCEPTANCE, WARRANTIES AND RESPONSIBILITIES OF CONSULTANT

- **6.1 Performance**

6.1.1 Consultant shall provide deliverables in a format specified in the NTP letter.

6.1.2 All qualified consultant's work products are expected to meet the requirements of existing State law and any changes to those laws while under contract.

6.1.3 Consultant shall perform services with no less than the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services.

6.2 Acceptance

Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports, and other services furnished by Consultant under this Agreement. Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services. Consultant shall provide corrective services without charge to the City for services which fail to meet the requirements of the NTP letter, or industry standards, or both. Should the Consultant fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

6.3 Warranties

6.3.1 In addition to those representations and warranties provided in the Standard Provisions for City Contracts, Consultant represents and warrants that Consultant's work under this Contract will be performed and completed in a manner consistent with professional standards practiced among those firms within the Consultant's profession, doing the same or similar work under the same or similar circumstances, and will be performed in compliance with all applicable federal, State, or local laws and regulations.

SECTION 7 - COMPENSATION, INVOICING, AND PAYMENT

7.1 Compensation

Each NTP will specify the amount and manner of compensation that Contractor will receive for completion of the described tasks and deliverables.

Consultant shall deliver deliverables and invoices to the City upon completion of tasks as described in this Contract and in the NTP letter. City shall pay the Consultant for the deliverables that are approved and properly invoiced. This amount shall include payment for all services performed, charges, and expenses including sub-consultant costs and correction. Payments shall be due and owing upon the completion of the City's review and approval of the work product.

7.2 Invoicing

The Consultant shall invoice the City for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract and as defined in the NTP letter. Invoices related to the tasks performed for this Contract should be emailed to Planning.Invoices@lacity.org. All invoices for the City's approved task(s) and/or deliverable(s) must include the following for payments to be processed:

- Consultant's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date
- Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date
 - Total budgeted project amount
 - Percentage of total amount billed to date
 - Summary of work performed during the billing period
 - Any other relevant information

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment

received by any City office or department, and approve demands before they are drawn on the Treasury.

If the deliverables, or invoice, or both, are not received and approved by the Director or Designee, City may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the Director or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

In addition to those rights available to City pursuant to PSC-16, Retention of Records, Audit and Reports, of the Standard Provisions for City Contracts, City or any of its duly authorized representatives, upon reasonable written notice, will have access for the purpose of audit and investigation to any and all books, documents, papers and records pertaining to the Contract. Consultant shall retain records for four years following final payment per this Contract.

7.3 Payment

7.3.1 The City shall make payment to the Consultant no later than sixty (60) days after approval of invoices provided in Section 7.2.

7.4 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

SECTION 8 – ASSIGNED PERSONNEL

8.1 Consultant shall obtain approval from City prior to hiring any sub-consultant(s) for work under this Contract. In the event Consultant or subconsultant proposes to reassign all or part of the work to be performed by key individual(s) after project award has been accepted, Consultant shall notify the City's representatives, in writing at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s) who shall be subject to approval by the City.

8.2 Consultant has provided information on the project management personnel and subcontractor personnel, if any, Consultant may assign to perform the work required hereunder. The Schedule A is considered the Consultant's list of prequalified sub-consultants which will be utilized when preparing a proposal for a specific project. Consultant shall use only the firms listed on the Schedule A when preparing a proposal. Failure to do so, may lead to removal from the City's pre-qualified list.

8.3 The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by any subconsultants, under this Contract.

8.4 The Consultant shall, at no additional cost to the City, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services provided by subconsultants.

8.5 Nothing herein creates any privity between City and the subconsultants and City has no obligation to pay Consultant's subconsultants.

SECTION 9 - AUTHORIZED REPRESENTATIVES

9.1 City's Representative

The City hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the City on all matters related to this Contract provided, however, that any matters, including Amendments, which will increase the City's total obligation hereunder will be approved by the Los Angeles City Council or as provided in the Los Angeles City Charter or Municipal Codes.

9.2 Consultant's Representative

The Consultant hereby appoints **Ms. Katie Horak** as its authorized representative with respect to all matters connected with this Contract.

SECTION 10 – NOTICES

10.1 Addresses

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

City: City of Los Angeles Planning Department
200 N. Spring Street, Room 525
Los Angeles, CA 90012
Attention: Maria Ortiz

Consultant: XXX, Inc.
123 Sesame Street, Suite 225
Los Angeles, CA 90012
Attention:

10.2 Written Notices

All written notices required hereunder will be given by mail addressed as noted above or

to such other address as the respective parties may designate by written notice to the other party.

SECTION 11 – MISCELLANEOUS

11.1 Standard Provisions for City Contracts

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] which are attached as Exhibit I and are incorporated into and made a part of this Contract by reference.

11.2 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

11.3 Non-Exclusive Agreement

Consultant understands and agrees that this is a non-exclusive agreement to provide services to the City and that City has entered into similar contracts with other consultants. City may use any of the consultants with which City has contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Consultant under this Contract.

11.4 Conflict of Interest

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee or independent contractor of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time.

Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

11.5 No Third Party Beneficiaries

Nothing herein is intended to create a third party beneficiary in any subconsultant. City

has no obligation to any subconsultant. No privity is created with any subconsultant by this Contract. Even if the Consultant uses subconsultants, Consultant remains responsible for complete and satisfactory performance of the terms of this Contract.

Confidentiality

INCORPORATION OF EXHIBITS

The following Exhibits are hereby incorporated into and made a part of this Contract wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been expressly deleted or superseded by other Sections of this Contract.

Exhibit I.	Standard Provisions for City Personal Services Contracts (Rev. 10/17) [v.3]
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Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

Entire Agreement

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the Parties and supersedes all other agreements between the Parties pertaining to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

CONSULTANT: XXX, INC.

By: _____

Title: _____

Date: _____

CONSULTANT: XXX, INC.

By: _____

Title: _____

Date: _____

CITY OF LOS ANGELES, DEPARTMENT OF CITY PLANNING

By: _____

Title: Director of Planning

Date: _____

**ATTEST: Holly L. Wolcott
Interim City Clerk**

By: _____

Date: _____

**APPROVED as to Form:
Michael N. Feuer, City Attorney**

By: _____

Date: _____

**DEPARTMENT OF
CITY PLANNING**

CITY PLANNING COMMISSION

SAMANTHA MILLMAN
PRESIDENT

VAHID KHORSAND
VICE-PRESIDENT

DAVID H. J. AMBROZ

CAROLINE CHOE

RENEE DAKE WILSON

KAREN MACK

MARC MITCHELL

VERONICA PADILLA-CAMPOS
DANA M. PERLMAN

ROCKY WILES
COMMISSION OFFICE MANAGER
(213) 978-1300

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

VINCENT P. BERTONI, AICP
DIRECTOR
(213) 978-1271

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER
(213) 978-1272

LISA M. WEBBER, AICP
DEPUTY DIRECTOR
(213) 978-1274

<http://planning.lacity.org>

December 19, 2018

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Mandy Morales

**EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE ON-CALL
CONTRACTS FOR HISTORIC PRESERVATION STUDIES, SURVEYS, AND
RELATED SERVICES**

Transmitted for your review, approval and further processing, in accordance with the provisions of Executive Directive No.3, the Department of City Planning (DCP) requests approval to negotiate and execute eight (8) on-call contracts for Historic Preservation Studies, Surveys, and Related Services.

The following eight (8) consultants were selected through the Request for Qualifications (RFQ) process:

- Architectural Resources Group, Inc.
- ASM Affiliates, Inc.
- Chattel, Inc.
- Environmental Science Associates
- Galvin Preservation Associates, Inc.
- Historic Resources Group
- Page & Turnbull
- Rincon Consultants, Inc.

DISCUSSION

On September 28, 2017, DCP issued a RFQ for Historic Perseveration Studies, Surveys, and Related Services to develop a pre-qualified list of on-call historic preservation consultants. A letter regarding the availability of the RFQ was posted on the City BAVN (Business Assistance Virtual Network) website. A mandatory pre-proposal conference was held on October 12, 2017, to review the City's compliance requirements, review the project's Scope of Work, and respond to questions. A total of 29 interested parties attended the pre-proposal conference.

The objective of the RFQ was to develop a prequalified list of on-call historic preservation consultants. A total of 11 firms submitted a Statement of Qualifications (SOQ) by the due date of December 13, 2017. The SOQs were evaluated based upon evaluation criteria established in the RFQ and the anticipated needs of the Department. Eight firms qualified for all tasks as outlined in the Scope of Work. A passing score was 80% and above (see attached scores).

FISCAL IMPACT

The proposed contracts will be funded by the Certified Local Government Grant. Mills Act related services provided under the proposed contracts will be funded by the Case Processing Fund.

RECOMMENDATION

That the Mayor, subject to approval of the City Council, authorize the Director of Planning, or his designee, to negotiate and execute eight (8) on-call contracts for historic preservation consultants for a term of sixty (60) months, subject to the approval of the City Attorney as to form.

If you have any questions regarding this request, please call Maria Ortiz at (213) 978-1291, or email at maria.ortiz@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning



KEVIN J. KELLER, AICP
Executive Officer

Attachments – 8 proposed contracts
Consultant scores

cc: Claudia Aguilar, CAO Analyst
Samuel Petty, Deputy City Attorney I