

0150-09754-0000

TRANSMITTAL

TO
The City Council

DATE
APR 26 2012

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Proposed Contract with Metro Services Group
for Landscaping, Maintenance and Repair of Off-Street Parking Facilities.**

Transmitted for your consideration. See the
City Administrative Officer report attached.



ANTONIO R. VILLARAIGOSA
MAYOR

MAS:JHC: 06120080

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

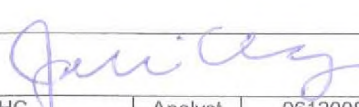
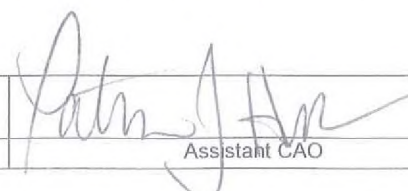
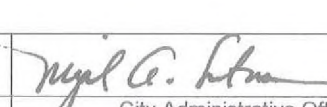
To: The Mayor	Date: 04-25-12	C.D. No.	CAO File No.: 0150-09754-0000
Contracting Department/Bureau: Transportation / Parking Facilities Division		Contact: Rene Sagles (213) 972-8464	
Reference: Memo from the Board of Transportation Commissioners dated March 12, 2012; Referred for report by the Mayor's Office on March 12, 2012.			
Purpose of Contract: To provide landscaping maintenance, cleaning services and as-needed repairs and improvements to 117 City-owned off-street parking facilities.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Five years and one additional three-year option to extend the contract, for a potential total of eight years.	
Contract/Amendment Amount: \$650,000 per year for DOT and \$100,000 per year for other departments, plus annual CPI adjustment for a potential total of \$6,750,000.			
Proposed amount \$ 6,750,000 + Prior award(s) \$ 0 = Total \$ 6,750,000			
Source of funds: Special Parking Revenue Fund; additional applicable funding sources to be determined			
Name of Contractor: Metro Services Group			
Address: 5057 W. Washington Blvd, Los Angeles, CA 90016			
	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: N/A %			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employment Opportunity/Affirmative Action	X		
b. Good Faith Effort Outreach**	X		
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Department of Transportation (DOT) requests approval to execute a contract with Metro Services Group to provide landscaping maintenance, cleaning services and as-needed repairs and improvements to 117 City-owned off-street parking facilities. The proposed eight-year contract is for a five-year period with one three-year option to extend the term, with total compensation not to exceed \$6.75 million. Funding of \$650,000 for the first year of the agreement is available through the City's Special Parking Revenue Fund.

BACKGROUND

In 2000, DOT entered into a Memorandum of Understanding (MOU) with the Department of Public Works, Bureau of Street Services (BSS) for the sweeping, trash pickup, and cleaning of approximately 70 of the 117 City-owned off-street parking facilities managed by DOT (C.F. 00-0930). In 2007, DOT entered into an MOU with the Department of Recreation and Parks (RAP) to provide

 JHC	Analyst	06120080	 Assistant CAO	 City Administrative Officer
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general landscaping maintenance and irrigation services to 73 of DOT's 117 off-street parking facilities (C.F. 07-0394).

While BSS and RAP provided regular, recurring services, as-needed improvements and repairs were not covered under the respective MOUs. Additionally, staffing constraints in recent years prompted both departments to move these once-dedicated positions elsewhere, and the MOU agreements expired on June 30, 2011.

Charter Section 1022 Determination

On January 14, 2011, the Personnel Department determined that City employees possess the expertise to perform the work proposed to be contracted, but that the work assignment exceeds staffing availability. Subsequently, on December 14, 2011, this Office determined that the work proposed to be contracted can be performed more economically by contractors than City employees, based on discussions with BSS and evaluation of the proposals submitted through the RFP process.

Competitive Process

On January 13, 2011, the Board of Transportation Commissioners (BOTC) authorized DOT to release a Request for Proposals (RFP) for landscape and maintenance of off-street parking facilities for a term of five years with one additional three-year term option. On November 21, 2011, DOT received three responses. The three proposals, submitted by BMC Landscape Management, Inc., Mariposa Landscapes, Inc., and Metro Services Group, were evaluated and determined responsive and compliant with the City's Standard Provisions for City Contracts and Mandatory City Contract Requirements. The proposals were evaluated and scored based on the contractor's experience and qualifications, area of expertise, accountability of work performed, and the viability and cost effectiveness of the plan. Based on these criteria, Metro Services Group received the highest score. On March 12, 2012, the BOTC approved the execution of the operating agreement with Metro Services Group.

Metro Services Group has complied with the City's contracting requirements and ordinances.

Scope of Work

Under the proposed agreement, Metro Services Group will be responsible for providing recurring cleaning services for 94 off-street parking facilities, recurring landscape maintenance for 75 off-street parking facilities, and as-needed improvements for all of DOT's 117 off-street parking facilities. Some facilities require both cleaning and landscape maintenance services. A parking facilities manager will act as a single point of contact for the services, and oversight and compliance will be managed through regular meetings and reports. The contractor will also be responsible for providing special circumstance services that may include purchase of equipment and supplies, installation of materials and equipment, and the performance of special maintenance activities upon request. Failure to meet the standards listed in the contract will invoke performance penalties.

Exhibit PF-1 of the attached proposed contract provides details of the scope of work, and Exhibits PF-2 and PF-3 detail the services required by each off-street parking facility.

Compensation for Services

Under the terms of the agreement, Metro Services Group will be compensated for fixed, recurring costs at a monthly amount not-to-exceed \$49,890. Satisfactory performance of variable cost work will be compensated at an hourly rate according to Exhibit PF-6 of the proposed contract. Under the recommendation, funding for variable costs is not to exceed \$51,320 annually, for a total annual fixed and variable cost limit of \$650,000. Starting in Year 2 of the contract, the monthly compensation limit will be revised on an annual basis according to the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County, California Area as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Based on the allocation for CPI adjustments, it is recommended that the total contract amount for Metro Services Group services for DOT's off-street parking facilities for the potential eight-year life of the contract not exceed \$5.85 million.

Additional Provisions

The Department of General Services (GSD) has expressed interest in utilizing DOT's proposed contract with Metro Services Group in order to landscape and maintain GSD off-street parking facilities. It is recommended that the annual limit for the Metro Services Group contract be increased by \$100,000 to accommodate GSD or other City departments that may be able to use these services. It is then recommended that the total contract amount for the potential eight-year life not exceed \$6.75 million. DOT's annual expenditures shall remain limited to \$650,000, adjusted annually for CPI.

RECOMMENDATION

That the City Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Department of Transportation (DOT) to execute an operating agreement with Metro Services Group for a term of five years with the option of one additional three-year agreement at the sole discretion of the City, subject to City Attorney review and approval as to form, at a cost not to exceed \$750,000 per year, plus Consumer Price Index (CPI) adjustment, and total compensation not to exceed \$6.75 million for the life of the contract;
2. Limit DOT annual expenditures on the contract to \$650,000, adjusted annually for CPI.

FISCAL IMPACT STATEMENT

Funding for the first year of the proposed agreement for the landscaping and maintenance of the Department of Transportation's 117 off-street parking facilities is provided in the Special Parking Revenue Fund Contractual Services account. Funding for subsequent years of the agreement is subject to Mayor and Council approval, the availability of funds, and will be appropriated through the City's annual budget development process. The recommendation in this report complies with the City's Financial Policies in that budgeted funds are available for this purpose. There is no impact to the General Fund.

MAS:JHC:06120080

ATTACHMENTS

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 12, 2012

To: Honorable Antonio R. Villaraigosa,
Mayor of Los Angeles

Attention: Mandy Morales, Legislative Coordinator

From: Dorothy Tate, Acting Commission Executive Assistant
Board of Transportation Commissioners

Subject: **APPROVAL OF METRO GROUP SERVICES AS THE
SUCCESSFUL PROPOSER FOR THE LANDSCAPING,
MAINTENANCE AND REPAIR OF OFF-STREET PARKING
FACILITIES REQUEST FOR PROPOSALS**

Dorothy Tate

At its regular meeting of January 12, 2012 the Board of Transportation Commissioners approved the above referenced report. After your review, please forward it to the City Clerk's office for Council consideration. A copy of the Board's action is attached for your information.

If you need further information, please contact Rene Sagles, Parking Facilities Division at (213) 972-8464.

DT

Attachments

C: Rene Sagles
Jasmin San Luis

2012 MAR 13 PM 12:07
CITY ADMINISTRATIVE OFFICE

**BOARD REPORT
DEPARTMENT OF TRANSPORTATION**

DATE: January 12, 2012

TO: Board of Transportation Commissioners

SUBJECT: **APPROVAL OF METRO GROUP SERVICES AS THE SUCCESSFUL PROPOSER FOR THE LANDSCAPING, MAINTENANCE AND REPAIR OF OFF-STREET PARKING FACILITIES REQUEST FOR PROPOSALS**

RECOMMENDATIONS:

That your Board:

1. **APPROVE** the selection of the proposal from Metro Group Services by the Evaluation Committee to provide landscaping maintenance and cleaning services and as-need repairs and improvements to approximately one hundred seventeen (117) off-street parking facilities.
2. **RECOMMEND** that the City Council, subject to the approval of the Mayor, **APPROVE** and **AUTHORIZE** the General Manager to execute an operating agreement with Metro Group Services for a term of five (5) years at a cost of up to \$650,000 per year with the option of one (1) additional three-year agreement at the sole discretion of the City, subject to the City Attorney review and approval as to form and legality.

BACKGROUND:

On January 13, 2011, the Board of Transportation Commissioners (BOTC) approved the release of a Request for Proposals (RFP) for the Operation, Management, Landscaping and Maintenance of Off-Street Parking Facilities. BOTC, also, authorized the General Manager to select and negotiate an operating agreement for a term of five (5) years with the option of two (2) additional two-year terms at the sole discretion of the City, with the successful proposer, subject to the City Attorney review and approval as to form and legality, and subject to the approval of the City Council and the Mayor.

A similar RFP was released back in May 2008. However no action was taken at the time due to the possibility of a Public-Private-Partnership (P3) of LADOT's parking assets. A new RFP was released on September 2011. Following the City's Charter Section 1022 determination process, attached are the Charter Section 1022 Determination reports from the Personnel Department (Personnel Department Contract Review Report, Attachment A-1) and the Office of the City Administrative Office (CAO) (Charter Section 1022 Feasibility Determination Report, Attachment A-2).

A Pre-proposal Conference was held on October 20, 2011, which was attended by numerous prospective bidders. Attendance to the pre-proposal conference was mandatory. Otherwise, any proposals from firms that did not attend the Pre-proposal Conference will be considered non-responsive and will be rejected. The deadline for submission of proposals was on November 21, 2011 and three (3) proposals were received. All three (3) proposals were declared administratively compliant with the City's Standard Provisions for City Contracts and Mandatory City Contract Requirements.

DISCUSSION:

The RFP objective was to seek to contract a qualified firm to ensure quality and timely landscaping, management and repair of approximately one hundred seventeen (117) LADOT off-street parking facilities.

EVALUATION CRITERIA/POINT ALLOCATION

The bidders were required to provide a management plan that describes the provision of services (recurring landscaping maintenance and cleaning services, and as-needed improvements) and the management of such services.

These services are divided as follows: recurring cleaning services for ninety-four (94) off-street parking facilities; recurring landscape maintenance for seventy-five (75) off-street parking facilities, and as-needed improvements for one hundred seventeen (117) off-street parking facilities.

LADOT sought proposals from bidders that had the experience, financial capacity and the organizational structure to efficiently and effectively provide the services.

Each proposal was evaluated and scored by the Evaluation Committee and proposer was interviewed on December 21, 2011. The evaluation criteria and the maximum scores are summarized below:

Summary of Evaluation Criteria and Point Allocation:

Evaluation Criteria	Maximum Points
1. Qualifications of Proposer	20
2. Qualifications of Proposed Staff	25
3. Management Plan	20
4. Cost Effectiveness	35
Grand Total	100

PROPOSERS/BIDDERS

The following companies submitted proposal in response to the RFP:

1. BMC Landscape Management Inc.
2. Mariposa Landscapes, Inc.
3. Metro Services Group

SCORING METHODOLOGY

In scoring the proposer qualifications, the Evaluation Committee considered the proposer's experience and qualification, area of expertise, accountability of work performed and performance measures through reference and credit checks. In evaluating the proposals, staff considered the firm's management plan, the practicality and viability of the plan and the cost effectiveness of the plan. The financial stability and well-being of the firm was taken into account to ensure that the firm will be able to provide the contracted services for the life of the contract.

EVALUATION COMMITTEE

The Evaluation Committee consisted of three (3) LADOT Parking Facilities Division (PFD) senior staff. The members of the committee reviewed and evaluated the proposals from December 12 – 16, 2011. On December 20, 2011, the committee interviewed the proposers; and discussed the proposals using the criteria described above. After the interview, the members of the committee individually scored the proposals for the final rankings.

EVALUATION COMMITTEE DECISION

The final ranking by the Evaluation Committee is as follows (in order of descending combined average scores):

1. Metro Services Group (82 Points)
2. BMC Landscape Management Inc. (80 Points)
3. Mariposa Landscapes, Inc. (72 Points)

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Funding the cost of this contract has been appropriated and allocated in the Special Parking Revenue Fund in the Adopted Fiscal Year 2011-12 Budget. At the same time, monies were allocated to fund this contract in the City Council-approved 5-Year Maintenance and Operation Plan.

RECOMMENDATION

Based upon the combined average score, the Evaluation Committee recommends Metro Services Group as the successful proposer for the Landscaping, Maintenance and Repair of Off-Street parking facilities and forward for consideration and approval to the City Council and Mayor.

Submitted by:

Jaime de la Vega

for

Jaime de la Vega
General Manager

Date signed: January 5, 2012

JTV:AS:RS:rs

Attachments

Cc: Amir Sedadi, AGM, LADOT
Rene Sagles, Parking Facilities, LADOT

Approved: <u>January 12, 2012</u>
Board of Transportation Commissioners
<u>Moratty Lake</u>
Commission Executive Assistant

**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
METRO SERVICES GROUP**

This Agreement is made and entered by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "**CITY**"), and Metro Services Group (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH

Whereas, CITY is desirous of obtaining services for the management of landscaping, maintenance and repairs of City-owned off-street municipal parking facilities;

Whereas, CITY issued a Request for Proposals (RFP) on September 29, 2011 to solicit proposals from companies interested in providing such services;

Whereas, CONTRACTOR, submitted a proposal (hereinafter referred to as "PROPOSAL") dated November 21, 2011, in response to the RFP;

Whereas, said PROPOSAL was selected by CITY as the most responsive proposal received for said services;

Whereas, the Mayor and Council have approved the selection, and have authorized the General Manager of the Department of Transportation to execute a contract with CONTRACTOR; and

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. APPOINTMENT

CITY hereby contracts with CONTRACTOR, to provide management of landscaping, maintenance and repairs of City-owned off-street municipal parking facilities per Exhibit PF-2 according to the terms and conditions as set forth in this AGREEMENT.

2. TERM

The term of this AGREEMENT shall be five (5) years commencing from the date of this AGREEMENT is executed by all parties, and attested by the City Clerk.

The CITY shall have the right to extend the term of the Agreement for one (1) additional three (3) year period, with the same terms and conditions, upon thirty (30) days written notice by the CITY to the CONTRACTOR prior to expiration of the contract term.

The CITY reserves the right to invoke a month-to-month clause with 30-day written notice to CONTRACTOR and continue the Agreement under the terms and conditions until another contract is awarded and in place to ensure continuation of services.

3. DUTIES

3.1 Scope of Work

- 3.1.1 CONTRACTOR shall perform the services as fully described in Exhibit PF-1 (Scope of Services).

3.2 Contractual Responsibilities

- 3.2.1 CONTRACTOR shall coordinate & manage all task-related facility activities and shall retain the personnel and services needed to perform the work.
- 3.2.2 CONTRACTOR shall schedule routine maintenance tasks, supervise task work, develop administrative procedures, keep project financial records, prepare monthly invoices, develop methods to maximize station management efficiency, and obtain bids for variable task work.
- 3.2.3 CONTRACTOR shall make inspections of off-street parking facilities, either daily or by the frequency as agreed upon by the CONTRACTOR and CITY.
- 3.2.4 CONTRACTOR shall provide a monthly summary report that includes employee and subcontractor evaluations, individual station maintenance information and documented operational problems, patron complaints, incidents, a description of action taken regarding these issues, and other relevant information requested by the CITY. The summary report shall be submitted by the tenth (10th) day of the following month.
- 3.2.5 CONTRACTOR shall assess the performance of all company personnel and sub-contractors assigned to this AGREEMENT. CONTRACTOR shall evaluate the efficiency and effectiveness of said personnel and the cost-to-service economy of subcontractors. CONTRACTOR shall replace project personnel, if necessary, to ensure smooth and effective operation and high quality maintenance of the project. CITY shall be apprised of and approve personnel changes per Section 3.2.12.1 - Personnel.

- 3.2.6 CITY shall issue facilities keys to CONTRACTOR. CONTRACTOR shall be responsible for all the keys to, such as electrical boxes, irrigation controllers, etc. and any other keys required to maintain the facilities. Keys shall be handled in a secure and accountable manner, and shall not be distributed to any individuals not assigned to the AGREEMENT.
- 3.2.7 CITY shall issue contractor's parking permit to all work vehicles assigned to the agreement. Permits shall not be distributed to any individuals/contractor's personnel not assigned to the agreement.
- 3.2.8 CONTRACTOR shall monitor CITY-owned Parking Facilities on a daily basis, and shall report to CITY staff immediately any emergency situations that occur. Emergency situations shall include but not limited to downed trees due to high winds, power outages, etc.
- 3.2.9 The performance of the CONTRACTOR's service under this agreement shall be in the capacity of an independent contractor, and be it understood that no employee of the CONTRACTOR shall be a City employee by virtue of the contract agreement.
- 3.2.10 CONTRACTOR shall establish a toll free telephone number at which CONTRACTOR can receive messages at any time during the 24-hour day. CONTRACTOR must respond to these messages during the same workday. In case of emergency or for other communication needs occurring outside business hours of 7:00 AM to 4:00 PM, Monday through Friday, CONTRACTOR must include in the outgoing message, the telephone numbers for the local law enforcement and fire departments. The CONTRACTOR's telephone number will be posted at each facility site.
- 3.2.11 CONTRACTOR shall not enter into agreements with any other party for use of equipment or personnel dedicated to Off-Street Parking Facilities programs without the approval of CITY. CONTRACTOR shall present to CITY a list of all grants or funding agreements, if any, that CONTRACTOR has entered with any other public or private organizations. In fulfilling its responsibilities to this agreement, CONTRACTOR shall serve in the best interest of City and strive at all times to provide service in a manner which will be most cost effective.
- 3.2.12 CONTRACTOR shall present a Management Plan for the Off-Street Parking Facilities that outlines CONTRACTOR's approach to the facility management and landscaping issues within sixty (60) days

from the execution of the agreement. CONTRACTOR shall be responsible for the following:

3.2.12.1 Personnel

- a. CONTRACTOR shall designate a full time Facilities Manager dedicated to the Agreement who will instruct and supervise staff, obtain proposals for capital improvements and variable work, oversee all work at the sites and be responsible for the satisfactory performance, or any reasonable performance standard established by CITY, of all employees and/or subcontractors as described in this RFP. The Facilities Manager will act as the liaison between CITY and the regular full and part time staff employed on the project, the subcontractors, CONTRACTOR's senior management and the parking patrons. The Facilities Manager shall also be responsible for the accurate submission of monthly invoices to CITY for the **Fixed Costs** and **Variable Costs** that were incurred during that month.
- b. CONTRACTOR shall be solely responsible to pay all CONTRACTOR's employee wages and benefits, and subcontractor fees. Without any additional expense to CITY, CONTRACTOR shall comply with the requirements of liability, worker's compensation, employment insurance and social security. CONTRACTOR shall hold City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personal and personnel practices.
- c. CITY must have written notifications or requests for new hires or reassignments of key project personnel under the Agreement. CITY must grant approvals to these requests before any change takes place. CONTRACTOR shall submit a list of all personnel involved in the project with resumes describing their educational and employment background and the specific duties that each employee will perform. The new employee resumes shall be submitted to CITY at least five (5) working days prior to start of work. CONTRACTOR is responsible to ensure CITY that

all personnel or their replacement, temporary or otherwise, shall be present to perform the scheduled work.

3.2.12.2 Documentation

- a. CONTRACTOR will be required to maintain all project records as requested by CITY. For the purpose of audit and investigation, CITY, or any of its duly authorized representatives, shall have access to any and all CONTRACTOR's original books, documents, papers and records that pertain to the contract. Said original books, documents, papers and records must be retained by CONTRACTOR within Southern California or at a CITY approved location for three (3) years following final payment under the contract. All project invoices and related records are subject to audit by City. All project records prepared by CONTRACTOR shall be owned by City and shall be made available to City at no charge.
- b. CONTRACTOR shall prepare monthly invoices due by the tenth (10th) working day of the month for work performed during the previous month. Invoices for payment of services shall document all charges and fees and be prepared in such form and supported by such copies of invoices, payrolls and other documents as may be required by the CITY to establish that the charges are "allowable". Invoices must be task specific, organized by the type of task, and must include the completed work product for the task. Every invoice should have a clear indication whether it belongs to **Fixed Cost** or **Variable Cost** tasks and it will be verified and determined by CITY.
- c. Invoices that include errors will be returned to CONTRACTOR for correction. CITY reserves the right to retain up to twenty (20) percent of the invoiced amount until the submitted work product is formally accepted by CITY.

3.2.12.3 Monitoring and Reporting

- a. CONTRACTOR and CITY shall meet on a quarterly basis, or as needed, during the contract period, to discuss any problems or issues that may arise and review recommended work proposals.
- b. CONTRACTOR shall keep a daily log of all incidents that have occurred at the facilities and the tasks performed under the facility maintenance program, and shall provide CITY a Monthly Performance Report compiled from this log and submitted with the monthly invoice.

3.2.12.4 Performance Penalties

- a. CITY monitors and evaluates CONTRACTOR service in terms of management abilities and adequacies, cost control and overall performance of CONTRACTOR. Monitoring will include, but not be limited to: (1) Facility cleanliness; (2) Adherence to task performance schedule; (3) Quality in landscaping maintenance; and (4) Proper operation of all facility electrical and mechanical systems (lighting, irrigation, etc.).
- b. CITY reserves the right to assess Performance Penalties against CONTRACTOR. Penalties will be assessed based on CONTRACTOR's performance failure to meet the established standards as set forth in the Agreement. These standards and performance penalties applied thereto, shall include the following performance criteria for Off-Street Parking Facilities and be charged based upon CITY's inspections or the specified number of verifiable patron complaints in each category.
- c. Off-Street Parking Facilities Performance Penalties
 - i. **Parking Facility Cleanliness -**
CONTRACTOR shall clean/sweep the parking facility, remove trash and perform related work as described in the Scope of Services (Exhibit PF-1). Failure to do so shall result in a performance penalty of One Hundred Dollars

(\$100) per operating day for each day that one or more of the tasks that are inspected or reported do not meet the stated standard. Verification by CITY staff or two (3) verifiable patron complaints will result in the imposition of the performance penalty.

ii. **Adherence to Task Performance Schedule -**

Tasks identified in this Agreement must be performed at scheduled intervals in order to maintain the facility at an acceptable standard of safety and cleanliness. If within any thirty (30) day period, three of the tasks are not performed as described in the proposal, and non-performance is verifiable by CITY staff or by two (2) credible patron complaints, the penalty shall be One Hundred Dollars (\$100) per each task not performed.

iii. **Landscaping and Irrigation - CONTRACTOR**

shall ensure that landscaped areas of the facilities and the access roadways/entrances are cleaned of trash and weeds; that the ground is mulched and that plants are fed on a schedule at least twice per year and replaced when necessary. Weed abatement, pre-emergence procedures, plant feeding/amending and tree pruning will be performed on the schedule that appears in CONTRACTOR's annual Work Plan. Tree pruning and staking are critical at facilities located in high wind areas. The seasonal watering schedule shall be adhered to and all irrigation systems shall be functioning and in good order. Failure to perform any of the tasks shall evoke a penalty of One Hundred Dollars (\$100) per day for each day the task is not performed as per the Management Plan schedule.

iv. **Electrical and Mechanical Systems -**

CONTRACTOR shall ensure that all facility systems and controls are in good working order. Systems include electrical, lighting (photo cells, timers), irrigation (timers), fire service and/or any other facility mechanical

systems. Failure to repair the system within three (3) days shall result in a penalty of One Hundred Dollars (\$100) per day for each operating day that the system(s) is not functioning. CONTRACTOR shall inform City if delivery of repair parts exceeds the permitted time and, thereby, unavoidably delays the repair work.

- v. **Facilities Manager** – CONTRACTOR's Facilities Manager is responsible for notifying CITY, in a timely fashion, of any pertinent problems or maintenance issues that could constitute a future problem, and suggest ways to correct the potential problem. Failure to do so shall result in a One Hundred Dollars (\$100) performance penalty. CITY reserves the right to request the CONTRACTOR to replace the Facilities Manager if the person is deemed inadequate in performance.

3.3 Other Services

- 3.3.1 The CITY reserves the right to request the CONTRACTOR to perform other services in special circumstances, the initial cost of which shall be assumed by the CONTRACTOR. The cost of services will be reimbursed to the CONTRACTOR at a form and methodology mutually agreed upon by both the CITY and CONTRACTOR, provided the CONTRACTOR obtained prior written approval from the CITY to perform these services at an agreed-upon price. Such services may include, but are not limited to, the purchase of equipment and supplies, the installation of materials and equipment, and the performance of special maintenance activities in connection to the landscaping, maintenance and repair of City-Owned parking facilities.

4. COMPENSATION

CITY shall compensate CONTRACTOR for work which CONTRACTOR has performed under the Fixed and Variable Cost categories. Work shall be delivered in the manner satisfactory and acceptable to CITY and is described in the Scope of Services (Exhibit PF-1).

4.1 Fixed Costs

4.1.1 Commencing from the date this AGREEMENT is executed by all parties through June 30, 2013, CITY agrees to pay CONTRACTOR a monthly compensation for said fixed costs services, including all allowable expenses incurred and incident thereto, an amount not to exceed a ceiling price of Forty-nine Thousand Eight Hundred Ninety dollars (\$49,890) for Fixed Costs, as shown on Exhibit PF-5: Prime/Sub-Contractor Combined Fixed Costs. Should the commencement date of the AGREEMENT not begin on the first day of the calendar month, the monthly compensation paid to the CONTRACTOR for the then ending month shall be prorated.

4.2 Variable Costs

4.2.1 CITY agrees to pay CONTRACTOR for satisfactory performance of variable cost work or unscheduled work at the hourly rates set forth in Exhibit PF-6: Unit Costs per Designated Variable Services. The hourly rates as provided shall include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, general and administrative expenses, overhead and profit. Compensation will be based upon the specified hourly rates multiplied by the number of service hours.

4.2.2 Variable Cost or unscheduled work in excess of One Thousand Dollars (\$1,000) that CONTRACTOR cannot perform shall be subcontracted by CONTRACTOR after CONTRACTOR obtains at least three (3) bids for performance of said work and submits bids to CITY for selection of bidder. CONTRACTOR shall not charge commission for the performance of subcontracted Variable Cost work nor apply any percentage mark-up to either labor or materials required for variable work under this contract.

4.2.3 Variable Cost work in excess of Two Hundred Fifty Dollars (\$250.00) will require CITY's approval of a written cost estimate prepared by CONTRACTOR or subcontractor, with the type and quantity of materials specified and the number of labor hours indicated. CITY reserves the right to change this cost ceiling as it deems necessary, with appropriate notice to CONTRACTOR.

4.2.4 If at any time CONTRACTOR has reason to believe that the total cost of the Variable Cost work will exceed the written cost estimate, CONTRACTOR shall notify CITY in writing to that effect and provide the revised estimate of the total cost of the performance and the work. Work that exceeds the cost estimate must be approved by CITY prior to start or continuation of work. No work shall commence without written authorization by the CITY except in the

case of emergency work, as described in Section 3.2.8, which requires immediate attention.

4.3 CPI Adjustment on Monthly Compensation

Beginning July 1, 2013 and each year on July 1 throughout the term of this agreement, the monthly compensation for the just ending fiscal year shall be revised by an amount equal to the adjustment to the CPI (as defined hereafter) and become the monthly compensation paid for the next 12 months. As used herein, the defined term "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area published by the Bureau of Labor Statistics of the U.S. Department of Labor.

5. INVOICE PROCEDURES

- 5.1 Invoices for payment of services shall document all charges and fees collected, and is prepared in such form and supported by such copies of original invoices, payrolls and other documents as may be required by CITY to establish that the charges are allowable.
- 5.2 CITY requires the statement "I certify under penalty of perjury that I have complied with the provisions of the City's Living Wage Ordinance", followed by the signature of an authorized company signee shall appear on every invoice that contains payment of CONTRACTOR employee salaries.
- 5.3 CITY shall pay CONTRACTOR upon submission of approved monthly requests for payment. Invoices for previous month's work should be submitted by the tenth (10th) day of the following month.
- 5.4 CONTRACTOR shall present two (2) copies of the monthly invoices with supporting documentation to:
 - City of Los Angeles
 - Department of Transportation
 - Parking Facilities Division
 - 100 South Main Street, 10th Floor
 - Los Angeles, CA 90012
 - Attention: Rene Sagles, Division Manager
- 5.5 CITY, at its discretion, may withhold payment for work that was deemed unsatisfactory in either the Fixed or Variable Cost categories. Unsatisfactory work performance shall include, but not limited to, missed and/or neglected work tasks, late or untimely response,

incomplete and/or unacceptable task performance by CONTRACTOR's employees or agents (subcontractors).

- 5.6 CITY agrees to pay CONTRACTOR amounts billed less disputed costs, if any, within thirty (30) days following receipt of invoice. Payment of expense disputes shall be resolved in an expedient manner.
- 5.7 In rendering service hereunder, CONTRACTOR shall be and remain an independent CONTRACTOR. It is expressly understood and acknowledged by the parties hereto that any invoices payable hereunder shall be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. CONTRACTOR is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees, taxes or expenses whatsoever.

6. WORK PERFORMANCE

- 6.1 CONTRACTOR guarantees that all work performed shall be in accordance with this AGREEMENT and shall provide one (1) year warranty for all the work performed. Warranty shall begin one (1) year, from the time that CITY accepts the work, or the manufacturer's warranty period. In the event of failure of this warranty, CONTRACTOR shall take the necessary actions to correct the failure and the consequences thereof, at CONTRACTOR's sole expense, in the most expeditious manner as permitted by existing circumstances. If upon notification by CITY, CONTRACTOR does not promptly take the necessary corrective steps, CITY without waiving any other rights or remedies it may have at law or otherwise may correct the failure or cause other to do so and deduct from CONTRACTOR's monthly invoice the sum of the expenses and costs incurred in connection therewith.
- 6.2 CONTRACTOR shall be subject to liquidated damages for failure to commence performance of work as stipulated in the contract. Liquidated damages of Four Hundred Dollars (\$400) per day will be assessed for every calendar day that work does not commence.
- 6.3 CITY reserves the right to increase or decreases level of services as stated in the AGREEMENT, with thirty (30) days written notice to CONTRACTOR. The costs for such service adjustment shall be derived from the hourly rates for services as set forth in Exhibits PF-5 and PF-6.

7. AUDIT, RECORDS, INSPECTION AND ACCESS

- 7.1 CONTRACTOR shall keep full and accurate records and accounts of all activities in connection with this AGREEMENT including without limitation reasonable substantiation of all expenses incurred based upon actual costs.
- 7.2 CITY or it's duly authorized representatives, shall have the right upon forty-eight (48) hours notice to CONTRACTOR, to audit and copy as desired all records, receipts, vouchers, payrolls, time sheets, time cards, expense reports, purchase orders, receiving reports, delivery tickets, vendor quotations, and data, journals and ledgers, data stored in computers, and all other data relating to the services rendered by CONTRACTOR under this AGREEMENT necessary to audit and verify charges by CONTRACTOR under this CITY contract.
- 7.3 CONTRACTOR shall retain and reserve all aforementioned documents and records, at no cost to CITY for a period of three (3) years, in a local office location in Southern California, following an audit of PROJECT cost, and grant secure all necessary access thereto.

8. PROJECT MANAGEMENT

- 8.1 Anna Salguero shall be the Principal-in-Charge, and the full-time Facilities Manager designated by CONTRACTOR, shall assume ultimate responsibility for, and participate in, all activities.
- 8.2 Alberto Penate shall supervise the Facilities Manager, who in turn, shall oversee all staff and subcontractors assigned to AGREEMENT. CONTRACTOR shall not replace Anna Salguero, the designated Facilities Manager or other key staff without prior notice to CITY and subsequent written approval by CITY.

9. CONTRACTOR STATUS/SUBCONTRACTORS

- 9.1 CONTRACTOR shall refrain from any action which would create or tend to create obligations, expressed or implied, on behalf of CITY, it being understood that CONTRACTOR is not and shall not be the legal representative or agent of CITY and that CONTRACTOR shall not be authorized to make any promise, warrant or representation except as specifically provided for this AGREEMENT or as otherwise agreed to in writing between the parties.
- 9.2 CITY shall have no liability to any subcontractor(s) for payment for service under this AGREEMENT or other work performed by CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of service under this AGREEMENT shall duly note that the responsibility

for payment for the service performed shall be the sole responsibility of CONTRACTOR.

- 9.3 CONTRACTOR will not replace subcontractors without prior notice to CITY and subsequent written approval by CITY.

10. TERMINATION

The CONTRACTOR's performance pursuant to the contract may be terminated in whole, or in part, by the City upon thirty (30) days written notice in the form of a "Notice of Termination" provided to the CONTRACTOR by the City. Upon receipt of such Notice, the CONTRACTOR shall cease all work immediately or on the date, if any, specified in the said Notice, whichever is later, and thereafter take all reasonable steps not to incur additional costs associated with the contract. The CONTRACTOR shall promptly submit its termination claim for payment to the CITY.

- 10.1 Termination may be commenced by the CITY upon the occurrence of any of the following events:

10.1.1 **Cancellation for Default** - Whenever the CONTRACTOR shall default in its performance of the contract and fails to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default. The City reserves the right to procure the articles of services from other sources and to hold the CONTRACTOR responsible for any excess costs incurred by the City. In addition, the CONTRACTOR will be required to perform the services for a minimum of six (6) months from the time the first request is granted and/or until the City is able to set a new CONTRACTOR in place; or,

10.1.2 **Termination for Convenience** - Whenever for any reason the CITY shall determine that such termination is at the convenience of, or in the best interest of the City. If the CITY elects to terminate the contract for its convenience, such termination shall be effective upon thirty (30) calendar days after delivery of said Notice to the CONTRACTOR, unless a later date is specified in the same Notice of Termination. The CITY shall, thereafter, pay the CONTRACTOR for maintenance services provided through the date of termination. Thereafter, the CONTRACTOR shall have no further claims or recourse against the CITY under the contract.

10.1.3 **Liability, Rights and Remedies** - Except for the provisions of item 1, the CONTRACTOR shall have no claims for any other loss, expense, or damages for terminating the Contract for the City's convenience.

11. BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

The selected proposer must provide evidence of a valid City of Los Angeles Business Tax Registration Certificate (BTRC) prior to contract execution. During the term of the contract the BTRC must remain in force.

12. IDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all CITY's Agents, Employees, Assigns, and Successors in Interest from and against all suits and cause of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person including CONTRACTOR's employees and agents, or damage of or destruction to any property of either party hereto or of third parties, arising in any manner by reason of, or incident to, the performance of this AGREEMENT on the part of CONTRACTOR or subcontractor under any tier.

13. INSURANCE

CONTRACTOR shall comply with all of the insurances requirements set forth in the RFP and under this AGREEMENT. Prior to contract execution, CONTRACTOR shall provide evidence of insurance coverage.

14. WORKER'S COMPENSATION

CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and that it will comply with such provisions at all such times as they may apply during the performance of the work under this AGREEMENT.

15. STANDARD PROVISIONS FOR CITY CONTRACTS

Hereby incorporated by reference into this AGREEMENT are the Standard Provisions for City Contracts, revised March 2009.

16. CONTRACT MODIFICATIONS

This AGREEMENT fully expresses all understanding of the parties concerning matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alternation, the parties, their

officers, agents or employees shall be valid unless made in the form of contract amendment, which must be approved by the Mayor and/or Council and executed by the parties.

17. MISCELLANEOUS

- 17.1 Neither party assumes any liability for failure to fulfill the terms and conditions of this AGREEMENT caused by events beyond the reasonable control of each party. Such events, may include, but are not restricted to, the following: acts of God, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions strikes, freight embargoes, and unusually severe weather conditions, but in every case the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR or its subcontractors.
- 17.2 CONTRACTOR may not assign or subcontract this AGREEMENT, or any right, duty, or obligation existing hereunder, whether by operation of law or any other manner without the prior express written consent of CITY which shall neither be unreasonably withheld or delayed.
- 17.3 This AGREEMENT, the RFP, the PROPOSAL and all exhibits hereto contain the entire understanding between CONTRACTOR and CITY. No modification or addition to this AGREEMENT shall have any effect whatsoever unless set forth in writing and signed by both parties hereto. All modifications shall be done with contract amendments, which must be approved by Mayor and/or Council, and executed by all parties, as provided in Section 16.
- 17.4 All legal notices hereunder and communications with respect to this AGREEMENT shall be effective upon the mailing thereof by register or certified mail, return receipt requested and postage prepaid to the persons below:

CITY:

Jaime de la Vega
General Manager
Department of Transportation
City of Los Angeles
100 S. Main St., 10th Floor
Los Angeles, CA 90012
(213) 928-8470

CONTRACTOR:

Michael Oddo
President/CEO
Metro Services Group
5057 West Washington Blvd.
Los Angeles, CA 90016
(310) 995-8950

- 17.5 Written cost estimates, work authorizations and similar project related communications will be exchanged between the following named below:

CITY:

Rene M. Sagles, Sr. MA II
Parking Facilities Division
Department of Transportation
City of Los Angeles
100 S. Main St., 10th Floor
Los Angeles, CA 90012
(213) 972-8464

CONTRACTOR:

Alberto Penate, Los Angeles
Branch Manager
Metro Services Group
5057 W. Washington Blvd.
Los Angeles, CA 90016
(310) 857-8611

- 17.6 This AGREEMENT shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.
- 17.7 In the event that either party brings suit to enforce the provisions of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable cost and attorney's fees.
- 17.8 This AGREEMENT shall be governed by the law of the State of California, excluding the conflict of law rules of that State.
- 17.9 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 work product or service performed; the timeliness of the performance; the CONTRACTOR's compliance with budget requirements, and the expertise of personnel that the CONTRACTOR assigns to the contract. The 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 with awarding other personal services contracts.

In witness thereof, the authorized parties have below signed:

METRO SERVICES GROUP:

Michael Oddo, President/CEO

Date: _____

CITY OF LOS ANGELES:

Jaime de la Vega, General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Carmen A. Trutanich
City Attorney

Michael Nagle, Deputy City Attorney

Date: _____

ATTEST:
June Lagmay
City Clerk

Deputy City Clerk

Date: _____

Contract Number:: _____

Council File: _____

SCOPE OF SERVICES

1. RECURRING Cleaning Services

Unless otherwise specified, the following cleaning services shall be performed in accordance with the attached listing of the ninety-four (94) off-street non-operated parking facilities and recommended frequency shown in **Exhibit PF-4**. Please note that the services listed below are designated as either 'Fixed Cost' or 'Variable Cost'. Fixed costs are associated with those services with a designated work schedule, while variable costs are associated with those services without a designated work schedule. Any work which LADOT deems to be highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

- a. **Sweeping (Fixed Cost)** - Contractor shall sweep the off-street parking facilities using a motorized sweeping machine. Areas not readily accessible to the sweeper will be cleaned by muffled backpack blowers consistent with the City's Leaf Blower Ordinance. Loose debris, broken glass, sand, leaves and trash will be picked up and collected into a pick-up truck for later disposal. Contractor shall manually clean all areas such as stairways, walkways and behind wheel-stops that are not accessible to the sweeping machine. Also included are weed removal and planter cleaning.
- b. **Public Sidewalks Abutting the Lots** - Public sidewalks shall be kept free from debris.
- c. **Drain and Catch Basin Maintenance** - All drains and catch basins shall be cleaned twice a year during the months of May and November
- d. **Trash and Bulky Item Removal (Fixed Cost)** - Contractor shall empty trash receptacles at each visit and replace plastic liners as needed. Contractor shall remove bulky items such as abandoned furniture and construction materials within 24 hours of discovery. The trash and debris shall be disposed of at certified dump sites.

- e. **Light Fixtures (Variable Cost)** – Contractor shall clean all facility light covers and reflectors at least once a year as per schedule or as deemed necessary by LADOT.

2. **RECURRING Landscape Maintenance**

Unless otherwise specified, the following landscape maintenance shall be performed in accordance with the attached listing of seventy-five (75) off-street parking facilities and recommended frequency shown in **Exhibits PF-2 and PF-3**. Please note that the services listed below are designated as either 'Fixed Cost' or 'Variable Cost'. Fixed costs are associated with those services with a designated work schedule, while variable costs are associated with those services without a designated work schedule or on an as-needed basis. Any work which LADOT deems to be of a highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

- a. **General Cleanup (Fixed Cost)** - The Contractor shall be responsible for removal of trash, weeds, leaves, grass, branches, clippings, trimmings, and other debris from areas on and around off-street parking lots as well as all landscaped areas, curbs, gutter expansion joints, lot walkways, and sidewalks adjacent to the parking lots. No use of gasoline-powered leaf blowers shall be permitted. Electric leaf blowers may be used. This trash and debris shall be bagged and trucked to a proper disposal site.
- b. **Shrub Pruning (Fixed Cost)** – Shrub pruning shall be performed on a monthly basis.
- c. **General Tree Care (Fixed Cost)** -
 - i. Sucker Removal - all suckers, lateral growth and water sprouts to be removed monthly.
 - ii. Hand Watering - If no sprinkler exists in tree planter, trees shall be hand watered during each visit or as required during the winter months.

- d. **Weed Control (Fixed Cost)** - Control weed growth in ground cover shrub beds and tree planters twice a month. Weeds will be removed from all planter areas. Methods for removal can include hand removal, cultivation, or chemical eradication.
- e. **Shrubby and Ground Cover Trimming (Variable Cost)** - Restrict growth of shrubbery and ground cover to areas behind curbs and walkways, and within planter beds. Vines shall be trimmed or staked to clear walkways.
- f. **Tree Trimming and Care (Variable Cost)** - Shape, trim, and prune all trees once a year throughout the grounds. Tree trimming shall be coordinated with LADOT so as not to disrupt off-street parking operations.
 - i. Removal/Cutting of Branches - Remove all dead, broken, insect-infested and damaged branches. Cuts must be flush with the parent limb or trunk to promote proper healing. Any cuts exceeding one and one half (1½) inches shall be treated with wound dressing.
 - ii. Maintaining Clearances - Maintain nine (9) foot clearances for branches overhanging walks and fourteen (14) foot clearances for branches overhanging curb lines into the paved sections of the lots. Trimming of the trees should also provide adequate clearance for any obstructed traffic control and lot identification signage and light standards on the parking lot.
 - iii. Shortening of Limbs - Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.
 - iv. Vine Removal - Vines shall be removed from all trees. Vine tendrils shall be removed in a manner which does not injure trees or cause scarring of low branches and tree trunks.
 - v. Debris Removal - Tree trimming debris shall be removed from the lot on the day of the pruning.

- vi. Final Pruning Cuts - Final pruning cuts shall be made without leaving a stub. They shall be made in such a manner to favor the earliest covering of the wound by callus growth. This requires that the wound be as small as practicable, and the cut be reasonably flush within the shoulder ring area and that the tissues at the edge of the cut be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.
- g. **Pest Control (Variable Cost)** - Control pests once a year. Notify LADOT prior to application of chemical substance to the planters.
 - i. Chemical Application - All work involving use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License and the filing of Material Safety Data Sheets (MSDS) with LADOT are required prior to chemical application.
 - ii. Permits - All chemicals requiring a special permit for use must be registered by the Contractor with the appropriate government offices. A permit must be obtained prior to application of chemicals to the planters. A copy of this permit shall be sent to LADOT prior to application.
 - iii. Compliance with Regulations - The Contractor will adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.
- h. **Fertilization (Variable Cost)** - Apply fertilizer twice a year during the months of May and November to provide a healthy color in all plants with foliar feeding, as applicable. Fertilizer should be balanced inorganic 16-6-8 ration with trace elements or as recommended by the Contractor subject to approval by LADOT. Contractor shall provide LADOT with the schedule of fertilizer application on each off-street parking lot.

- i. **Irrigation (Variable Cost)** - Irrigate, including hand watering and bleeding of valves once a year, to maintain adequate growth rate and appearance. Irrigation controllers shall be regulated to include the following:
 - i. Line Conditions - Monitor all systems within jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines and removal of obstacles, including plant materials which obstruct the spray. Control valve boxes are to be unobstructed.
 - ii. Excess Water Conditions - Check and adjust sprinkler heads causing excessive run-off, including slope areas, or which spray directly onto roadways, pavings, or walkways within or adjacent to the municipal off-street parking lots.
 - iii. Notification of Need for Repair or Replacement - Contractor shall inform LADOT immediately of any leaking or defective or deficient valves or valve boxes, lines, risers, sprinklers, pipes and automatic controllers or any other sprinkler system component.
- j. **Testing of Backflow Devices (Variable Cost)** - Contractor is required to test backflow devices at certain lots designated by the Los Angeles County Flood Control Department once a year to satisfy the requirements of the Los Angeles County Flood Control Department.
- k. **The Contractor Recommended Improvements and Estimates** - Within thirty (30) days of commencing the General Recurring and Appurtenant Maintenance, the Contractor shall provide a written evaluation of each municipal off-street parking lot to LADOT with recommendations for improvements to the lots. The evaluation shall include, but not be limited to, the status of plants, shrubs, ground cover, sprinkler system and tree replacement. The written evaluation shall also include a cost estimate and implementation schedule of all improvements including labor, plants, materials and tree replacement cost. Acting on this advice shall be at LADOT's discretion.

3. **As-Needed Improvements**

The As-Needed Improvements to be performed shall include the furnishing of all labor, materials and equipment, to repair, replace or install various components. The management component is considered 'Fixed Costs' and all services listed below are designated as 'Variable Cost'. This is because these services will be performed on an intermittent or as-needed basis. Any work which LADOT deems to be of a highly specialized nature, LADOT reserves the right to request that the selected proposer provide up to three (3) separate cost estimates for such work and obtain LADOT approval before scheduling and performing such work.

LADOT shall provide written authorization to the Contractor to perform the As-Needed work including, but not limited to, repairs, replacements, or improvements in order to add new, modify existing, or refurbish existing landscaping and/or irrigation systems, etc. Work resulting from Contractor's negligence shall NOT be considered As-Needed Improvements and shall be performed and paid for by the Contractor.

Additional improvements, repairs and replacements shall include, but not be limited to, the following and shall be performed on an as-needed basis.

- a. **Irrigation System Repair (Variable Cost)** - Contractor shall repair or replace as needed sprinkler heads, valve boxes, lines, risers, automatic controllers and other components of the irrigation system.
 - i. Irrigation Replacement Requirements - Replacement components shall be of original materials. If the original materials are not available, substitutes can be used subject to approval by LADOT.
 - ii. Standards - All materials and workmanship shall be in accordance with applicable City Plumbing ordinances, except when the provisions of these specifications exceed such requirements.
 - iii. Replacement Schedule - Replacement of any damaged, missing, or leaking sprinkler components shall be within five (5) working days after Contractor's discovery of said items or written/telephonic notification thereof by LADOT. Any sprinkler

component damaged by Contractor shall be replaced by Contractor at Contractor's expense.

- b. **Shrub and Ground Cover Replacement (Variable Cost)** - All damaged, diseased (untreatable), or dead shrubs and ground covers will be replaced. Replacement must occur within two (2) weeks time or in accordance with a time frame approved by LADOT. They will be replaced with the similar materials and be of similar size unless otherwise notified in writing by LADOT. No plant known to be toxic to humans may be used. Contractor guarantees all plants planted by Contractor for ninety (90) days after planting. Any plant damaged or removed by Contractor shall be replaced by Contractor at Contractor's expense.
- c. **Tree Replacement (Variable Cost)** - Any permanently damaged tree shall be replaced with the identical species of the permanently damaged tree. The replacement shall be a minimal 24-inch boxed container size specimen. Substitutions will require written approval by LADOT. Contractor shall guarantee the life of the replacement tree for a period of not less than ninety (90) days. Any tree permanently damaged or destroyed through negligence or by willful misconduct of the Contractor shall be replaced by the Contractor at the Contractor's expense.

Contractor shall stake and support all replacement trees with the following:

- i. Treated Tree Stakes - Tree stakes shall be treated badge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon sizes. There shall be no less than two (2) stakes per tree.
- ii. Guy wires - Guy wires shall be installed where required and plant ties will be pliable, zinc-coated ten (10) gauge wire and two (2) ties per tree.
- iii. Hose Covering - Hose for covering wire will be either new or used garden hose at least one-half inch ($\frac{1}{2}$ ") in diameter. Hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch of tree trunk being secured.
- iv. Proximity of Stakes - Stakes will not be placed closer

than eight (8) inches from the trunk of the tree.

- v. Check Stakes and Ties - Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and re-tied to prevent girding.

- d. **Lighting System Improvement (Variable Cost)** - Contractor shall be familiar with the operation and maintenance requirements of each facility's electrical system including the master controls and photo cells that operate the light timing systems.

Contractor shall be responsible for procuring all approved bulbs/elements, electrical supplies and light standard replacements. Contractor shall be responsible for replacing burned light bulbs/lighting elements for parking lot lighting. Light bulbs shall be replaced when identified as burned out or if the safety of parking patrons and employees is affected. Contractor shall repair and maintain all wiring, conduit and pull boxes for the station electrical system and shall inspect all photocells at least annually to ensure satisfactory operation.

Contractor is responsible for replacing or repairing all damaged light standards and foundations. Should it be necessary to order additional standards or major lighting components, LADOT must first authorize the purchase, and the materials and installation labor shall be invoiced as a separate cost item.

- e. **Graffiti Removal (Variable Cost)** - Contractor shall remove graffiti that has been marked on signage, wheel stops, lighting poles, dumpsters, and on other areas within the off-street parking facility within 24 hours of discovery. If the damage is more than 30 square feet in area or affects the facility's public art project, Contractor shall consult with LADOT prior to removal. All graffiti shall be reported to LADOT. Contractor must be prepared to use appropriate solvents/power wash on fixture surfaces or sandblasting for concrete surfaces as necessary. Where cement stucco and concrete block is exposed, a clear anti-graffiti coating is applied as part of the station construction specifications. This fact should be noted by Contractor when cleaning graffiti from these surfaces, and the Contractor shall comply with all manufacturers' instructions for graffiti removal.

- f. **Response Time and Staffing for As-Needed Improvements** - Contractor shall respond within the timetable established by LADOT and shall provide the necessary staffing to accomplish the Additional Work. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by any means available to perform the Additional Work. There shall be no obligation by the City to the Contractor or any basis for damages, should the City elect to perform As-Needed Improvements through any other contractor or City forces.
- g. **Written Estimates for As-Needed Improvements** - Prior to performing any As-Needed Improvements specified herein, the Contractor shall, in a timely manner, prepare and submit a written description of the work with an estimate based on Contractor's bid price for tree trimming, landscape labor, irrigation labor, and/or Contractor's wholesale cost for materials, plants, and trees in addition to Contractor's bid percentage markup. LADOT reserves the right to request from Contractor receipts of wholesale cost for materials, plants and trees purchased for the Additional Work. **NO ADDITIONAL WORK SHALL COMMENCE WITHOUT WRITTEN AUTHORIZATION FROM DOT.** As-Needed Improvement work shall commence on a timetable established by LADOT and the Contractor shall diligently proceed to complete the work within the time allotted.
- h. **Compensation and Invoices for As-Needed Improvements** - Compensation for As-Needed Improvements shall be at the Contractor's bid price for landscape labor, irrigation labor and care rates. Materials, plants and trees shall be at Contractor's wholesale cost plus Contractor's markup as bid. Upon completion of any As-Needed Improvements, Contractor shall submit an invoice to DOT itemizing the costs of said As-Needed Improvements. Contractor shall submit all receipts for as-needed materials, plants or trees and copies of time sheets for staff time or additional labor with Contractor's invoice for As-Needed Improvements.

Any work not provided for elsewhere shall be considered as Additional Work and shall be paid pursuant to Contractor's bid price for labor and materials costs and markup percentage, as bid.

- i. **Permits for As-Needed Improvements** – Contractor shall obtain all necessary permits required by the City for any As-Needed Improvements that may require a permit.
- j. **Written Approval For Maintenance Service** – The Contractor shall not schedule, provide, or render any maintenance services to LADOT unless authorized and approved in writing by the Division Head of the Off-Street Parking Division. The Contractor shall not be paid for maintenance services to any off-street parking facility without said written paid authorization by the Division Head of the Parking Facilities Division.

Contractor will not be responsible for pothole repairs, removal of homeless encampments, repairs to damaged fences, walls or other structures. However, Contractor will be responsible to immediately report within forty-eight (48) hours all such damage and unauthorized use of the lots to LADOT.

LADOT OFF-STREET PARKING FACILITIES

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
1	601	14401 Friar St.	Van Nuys	91401_2125	GSD	237	Structure	43,340	-	-	Weekly
2	602	11320 Chandler Blvd.	North Hollywood	91601_3118	Metered	46	Surface Lot	13,031	Weekly	2	-
3	609	14521 Friar St.	Van Nuys	91401_2309	GSD	76	Surface Lot	29,700	-	-	Weekly
4	610	14532 Gilmore St.	Van Nuys	91411	GSD	138	Surface Lot	50,765	-	-	Weekly
5	613	2010 S. Pisani Pl.	Venice	90291_3817	Free	55	Surface Lot	25,380	Bi-Weekly	3	-
6	614	728 S. Cochran Ave.	Miracle Mile	90036_3813	Pay Station	41	Surface Lot	39,150	Weekly	3	Weekly
7	616	1411 Electric Ave.	Venice	90291_3733	Free	29	Surface Lot	9,216	Bi-Weekly	3	Weekly
8	617	1511 Electric Ave.	Venice	90291_3735	Free	22	Surface Lot	11,200	Bi-Weekly	3	Weekly
9	618	7134 Remmet Ave.	Canoga Park	91301_2015	Free	19	Surface Lot	7,500	Bi-Weekly	2	Weekly
10	619	1451 Gardner St.	Hollywood	90046_3408	Metered	22	Surface Lot	26,725	Weekly	2	Weekly
11	620	14607 Sylvan St.	Van Nuys	91411_2327	GSD	53	Surface Lot	24,000	-	-	Weekly
12	621	7120 Baird Ave.	Reseda	91335_4128	Free	81	Surface Lot	33,600	Bi-Weekly	3	Weekly
13	622	7131 Canby Ave.	Reseda	91335_4304	Free	62	Surface Lot	25,994	Bi-Weekly	2	Weekly
14	623	8707 S. Menlo Ave.	Vermont Vista	90044_4813	Free	77	Surface Lot	31,680	Bi-Weekly	4	-
15	624	7222 Baird Ave.	Reseda	91335	Free	78	Surface Lot	33,573	Bi-Weekly	6	Weekly
16	625	3416 W. 43rd St.	Leimert Park	90008_4906	Metered	173	Surface Lot	14,859	Twice a week	7	Weekly
17	626	3328 W. 43rd St.	Leimert Park	90008_4570	Metered	105	Surface Lot	12,320	Twice a week	4	Weekly
18	627	11231 Magnolia Blvd.	North Hollywood	91601_3703	Pay Station	47	Surface Lot	15,000	Weekly	3	Weekly
19	628	2418 Daly St.	Lincoln Heights	90031_2221	Pay Station	28	Surface Lot	9,617	Weekly	2	Weekly
20	629	14591 Dickens St.	Sherman Oaks	91403_3765	GSD	198	Structure	15,000	-	-	-
21	630	14517 Erwin St.	Van Nuys	91411_2341	GSD	75	Surface Lot	28,000	-	-	Weekly
22	631	14402 Gilmore St.	Van Nuys	91401_1429	GSD	68	Surface Lot	30,000	-	-	Weekly
23	632	5345 11th Ave.	Hyde Park	90043_4817	Free	32	Surface Lot	15,000	Weekly	2	Weekly
24	633	5407 11th Ave.	Hyde Park	90043_2511	Free	32	Surface Lot	15,000	Bi-Weekly	2	Weekly
25	634	5701 11th Ave.	Hyde Park	90043_2501	Free	36	Surface Lot	16,313	Bi-Weekly	2	Weekly
26	635	119 N. Ave. 58	Highland Park	90042_4116	Metered-Free	84	Surface Lot	34,875	Bi-Weekly	5	-
27	636	5712 E Marmion Wy	Highland Park	90042_4206	Metered-Free	62	Surface Lot	21,845	Bi-Weekly	2	-
28	637	124 N. Ave. 59	Highland Park	90042_4208	Metered-Free	36	Surface Lot	13,500	Bi-Weekly	2	-
29	638	120 S. Ave. 58	Highland Park	90042_4704	Metered	28	Surface Lot	7,244	Weekly	2	-
30	639	116 S. Ave. 56	Highland Park	90042_4608	Metered-Free	45	Surface Lot	17,525	Bi-Weekly	3	-
31	640	7130 Darby Ave.	Reseda	91335	Free	46	Surface Lot	20,825	Bi-Weekly	2	Weekly
32	641	462 W. 9th St.	San Pedro	90015_1504	Metered	102	Surface Lot	14,000	Weekly	4	Weekly
33	642	1421 S. Wooster St.	Crestview	90035_3406	Pay Station	49	Structure	9,600	Twice a week	5	-
34	643	1147 Echo Park Ave.	Echo Park	90026_4212	Pay Station	37	Surface Lot	7,006	Twice a week	3	-
35	644	7219 Remmet Ave.	Canoga Park	91303_1532	Metered	18	Surface Lot	12,962	Weekly	2	Weekly
36	645	1540 Purdue Ave.	West LA	90025_3105	Pay Station	37	Surface Lot	15,600	Weekly	2	-
37	646	3528 Larga Ave.	Atwater Village	90039_1926	Free	38	Surface Lot	13,500	Bi-Weekly	3	Weekly
38	647	474 W. 8th St.	San Pedro	90014_3002	Metered	41	Surface Lot	13,994	Weekly	2	Weekly
39	648	1533 N Schrader Blvd	Hollywood	90028_7203	PCI	55	Surface Lot	21,422	-	-	Weekly
40	650	928 Marine Ave.	Wilmington	90744_4415	Free	40	Surface Lot	15,300	Bi-Weekly	2	Weekly
41	651	1516 Barry Ave.	West LA	90025_2904	Pay Station	20	Surface Lot	9,000	Weekly	2	-
42	652	1530 Butler Ave.	West LA	90025_3002	Metered	43	Surface Lot	12,500	Weekly	2	-
43	653	1547 Corinth Ave.	West LA	90025_3201	Pay Station	38	Surface Lot	11,500	Weekly	2	Weekly
44	654	1611 Beloit Ave.	West LA	90025_3106	Metered	20	Surface Lot	16,800	Weekly	2	-
45	655	11312 Idaho Ave.	West LA	90025_3108	Pay Station	17	Surface Lot	6,750	Weekly	2	-
46	656	1615 Colby Ave.	West LA	90025_3013	Pay Station	33	Surface Lot	14,390	Weekly	3	-
47	657	221 Avenue 22	Lincoln Heights	90031_2206	Free	40	Surface Lot	15,500	Bi-Weekly	3	Weekly
48	658	216 Avenue 24	Lincoln Heights	90031_2210	Metered	60	Surface Lot	12,600	Weekly	2	Weekly
49	659	2334 Daly St.	Lincoln Heights	90031_2263	Pay Station	80	Surface Lot	8,769	Twice a week	4	Weekly
50	660	154 Ave. 24	Lincoln Heights	90031_2256	Pay Station	51	Surface Lot	14,400	Twice a week	3	Weekly
51	661	2416 Workman St.	Lincoln Heights	90031_2320	Free	46	Surface Lot	16,500	Bi-Weekly	2	-
52	662	1152 Lemoyne St.	Echo Park	90026_3207	Metered	73	Surface Lot	14,850	Twice a week	4	-
53	663	1146 Logan St.	Echo Park	90026_3211	Metered	34	Surface Lot	7,000	Twice a week	3	-
54	664	4883 Navarro St.	El Sereno	90032_2228	Free	30	Surface Lot	12,250	Bi-Weekly	2	-
55	665	323 W. 87th St.	Vermont Vista	90003_3313	Free	65	Surface Lot	31,347	Bi-Weekly	3	-

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
56	668	5058 Meridian St	Eagle Rock	90042_1723	Metered	45	Surface Lot	24,500	Weekly	2	-
57	669	5033 Lincoln Ave.	Eagle Rock	90042_2343	Metered	42	Surface Lot	29,122	Weekly	2	-
58	670	1710 Cherokee Ave.	Hollywood	90028_4818	PCI	386	Structure	49,385	-	-	-
59	671	672 S Detroit St.	Miracle Mile	90036_4102	Pay Station	50	Surface Lot	23,255	Weekly 3	3	Weekly
60	672	124 S. Ave. 57	Highland Park	90042_4702	Metered-Free	32	Surface Lot	13,125	Bi-Weekly	2	Weekly
61	673	117 S. Ave. 58	Highland Park	90042_4703	Metered-Free	32	Surface Lot	14,030	Bi-Weekly	2	Weekly
62	674	7220 Jordan Ave.	Canoga Park	91303	Free	35	Surface Lot	10,994	Bi-Weekly	2	Weekly
63	675	4642 Russell Ave.	Los Feliz	90027_4240	Pay Station	32	Surface Lot	12,251	Weekly 4	4	Weekly
64	676	1146 Glendale Blvd.	Echo Park	90026	Metered	9	Surface Lot	3,974	Weekly 1	1	-
65	678	8509 S. Broadway	Vermont Vista	90003_3334	Free	61	Surface Lot	22,800	Bi-Weekly	3	Weekly
66	679	1711 Sunset Blvd.	Echo Park	90026_3224	Metered	14	Surface Lot	10,170	Twice a week 2	2	Weekly
67	680	1036 Broxton Ave.	Westwood	90024_2824	GSD	366	Structure	29,072	-	-	-
68	681	15216 Sunset Blvd.	Pacific Palisades	90272_3611	Pay Station	25	Surface Lot	75,200	Weekly 2	2	-
69	682	318 N. Breed St.	Boyle Heights	90033_1802	Pay Station	28	Surface Lot	48,285	Twice a week 2	2	Weekly
70	683	445 W. 5th St.	San Pedro	90013_1001	Metered	26	Surface Lot	11,882	Weekly 2	2	Weekly
71	684	460 W. 7th St.	San Pedro	90014_1602	Pay Station	85	Surface Lot	47,250	Weekly 4	4	Weekly
72	685	2386 Malcolm Ave.	Rancho Park	90064_2206	Pay Station	19	Surface Lot	10,150	Weekly 1	1	Weekly
73	686	5063 Caspar Ave.	Eagle Rock	90041_1967	Metered	29	Surface Lot	5,909	Weekly 3	3	Weekly
74	687	7141 Remmet Ave.	Canoga Park	91303_2016	Free	21	Surface Lot	7,244	Bi-Weekly	2	Weekly
75	688	1156 Clark Dr.	Crestview	90035_1400	Pay Station	27	Structure	13,380	Twice a week 4	4	-
76	689	8866 Pico Blvd.	Crestview	90035_3302	Pay Station	39	Surface Lot	17,578	Weekly 2	2	Weekly
77	690	12225 Ventura Blvd	Studio City	91604_2519	GSD	397	Structure	41,859	-	-	Weekly
78	691	682 S. Vermont Ave.	Wilshire Center	90005_1348	GSD	65	Surface Lot	24,600	-	-	Weekly
79	692	601 S. Vermont Ave.	Wilshire Center	90005_1347	Metered	57	Surface Lot	15,000	Weekly 3	3	Weekly
80	694	209 N Larchmont Blvd	Hancock Park	90004_3706	Pay Station	34	Surface Lot	15,312	Weekly 4	4	-
81	695	123 N. Ave. 57	Highland Park	90042_4115	Metered-Free	38	Surface Lot	16,875	Bi-Weekly	2	Weekly
82	696	835 Avalon Blvd.	Wilmington	90744_4501	Free	14	Surface Lot	6,750	Bi-Weekly	2	Weekly
83	697	2332 Workman St.	Lincoln Heights	90031_2616	Free	26	Surface Lot	13,200	Bi-Weekly	2	Weekly
84	698	2367 Prosser Ave.	Century City	90064_2323	Pay Station	28	Surface Lot	19,476	Weekly 2	2	Weekly
85	699	529 11th St.	San Pedro	90015_2308	Free	40	Surface Lot	18,900	Bi-Weekly	2	Weekly
86	700	239 W. 86th Pl.	Vermont Vista	90003_3307	Free	21	Surface Lot	8,640	Bi-Weekly	2	-
87	701	2150 Dell Ave.	Venice	90291_4526	PCI	150	Surface Lot	78,269	-	-	Weekly
88	702	1625 N. Vine St.	Hollywood	90028_8802	TBD	457	Structure		under	-	-
89	703	123 S Robertson Blvd	Carthay	90048_3207	GSD	334	Structure	23,616	-	-	-
90	704	7128 Jordan Ave.	Canoga Park	91303	Metered	37	Surface Lot	19,800	Weekly	2	Weekly
91	705	21901 W Costanso St	Woodland Hills	90015	Pay Station	29	Surface Lot	37,200	Weekly	2	-
92	707	2377 Midvale Ave.	Rancho Park	90064_2103	Pay Station	40	Surface Lot	10,922	Twice a week	4	Weekly
93	711	3528 Garden Ave.	Atwater Village	90039_1922	Free	34	Surface Lot	13,500	Bi-Weekly	3	Weekly
94	712	7246 Baird Ave.	Reseda	91335	Free	34	Surface Lot	15,000	Bi-Weekly	2	Weekly
95	713	249 N. Chicago St.	Boyle Heights	90033_2906	Pay Station	69	Surface Lot	27,150	Weekly -	-	Weekly
96	715	2371 Overland Ave.	Century City	90064_2209	Pay Station	27	Surface Lot	19,970	Weekly	2	Weekly
97	725	7117 Remmet Ave.	Canoga Park	91303_2016	Free	17	Surface Lot	7,500	Bi-Weekly	2	Weekly
98	731	200 N. Venice Blvd.	Venice	90015_3532	PCI	177	Surface Lot	101,433	-	-	Weekly
99	732	218 N Larchmont Blvd	Hancock Park	90004_3707	GSD	167	Structure	19,224	-	-	-
100	735	398 W 6th St.	San Pedro	90731_2622	Pay Station	50	Surface Lot	11,760	Weekly	3	Weekly
101	740*	301 S. Main St.	Venice	90291_2523	PCI-Pay Station	42	Surface Lot	12,768	Weekly	1	Weekly
102	742	1637 N. Wilcox Ave.	Hollywood	90028_6205	PCI	149	Surface Lot	45,674	-	-	Weekly
103	744	8463 S. Vermont Ave.	Vermont Knolls	90044_3448	Pay Station	23	Surface Lot	8,800	Weekly	2	Weekly
104	745	6801 Hollywood Bl.	Hollywood	90028	NSP	3021	Structure	216,100	-	-	-
105	747	5000 N Vineland Ave	North Hollywood	91601	Metered-Free	73	Surface Lot	19357	Bi-Weekly	4	-
106	748	11010 Santa Monica Bl	West LA	90025	Pay Station	24	Surface Lot	10,500	Weekly	2	Weekly
107	749	4702 W Washington	Longwood	90016	Free	7	Surface Lot	4,600	Bi-Weekly	1	Weekly
108	750	4600 W Washington	Longwood	90016	Free	22	Surface Lot	11,500	Bi-Weekly	2	Weekly
109	751	4501 W Washington	Lafayette Square	90019	Free	60	Surface Lot	24,300	Bi-Weekly	2	Weekly
110	752	6265 Sylmar St.	Van Nuys	91401	GSD	302	Structure	38810	-	-	-
111	753	414 E Temple St	Downtown	90012	GSD	397	Surface Lot	30342	-	-	-
112	755	237 S. Los Angeles St	Downtown	90012	GSD	63	Surface Lot	22,000	-	-	-
113	761	1608 S. Pacific Ave.	Venice	90291_5112	Pay Station	14	Surface Lot	6,300	Weekly	1	Weekly

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area In Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
114	762	15314 W. Dickens St	Sherman Oaks	91403	Pay Station	42	Surface Lot	12,500	Weekly	2	-
115	763	101 N. Judge John Also St	Downtown	90012	TBD	300	Structure	50,000	under construction		-
116	764	4318 Degnan Blvd.	Leimert Park	90008_4570	Pay Station	93	Surface Lot	30,700	Weekly	2	Weekly
117	799	14758 Ventura Blvd.	Sherman Oaks	91403_3542	Pay Station	20	Surface Lot	15,600	Weekly	2	Weekly

Notes: GSD: General Services Department of City of Los Angeles

PCI: Parking Concepts, Inc.

TBD: Under Construction/Operator TBD

NSP: New South Parking

* Services required during non-summer months only

** Pay Station with free short-term parking

	Cleaning and Landscape Maintenance: 63 Facilities
	Cleaning Services only: 31 Facilities
	Landscape Maintenance only: 12 Facilities
	No Recurring Services: 11 Facilities

NOTE: "-" denotes no service provided or required.

LADOT OFF-STREET OPERATED PARKING FACILITIES

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
1	601	14401 Friar St.	Van Nuys	91401_2125	GSD	237	Structure	43,340	-	-	Weekly
2	609	14521 Friar St.	Van Nuys	91401_2308	GSD	76	Surface Lot	29,700	-	-	Weekly
3	610	14532 Gilmore St.	Van Nuys	91411	GSD	138	Surface Lot	50,765	-	-	Weekly
4	620	14607 Sylvan St.	Van Nuys	91411_2327	GSD	53	Surface Lot	24,000	-	-	Weekly
5	629	14591 Dickens St.	Sherman Oaks	91403_3765	GSD	198	Structure	15,000	-	-	-
6	630	14517 Erwin St.	Van Nuys	91411_2341	GSD	75	Surface Lot	28,000	-	-	Weekly
7	631	14402 Gilmore St.	Van Nuys	91401_1429	GSD	68	Surface Lot	30,000	-	-	Weekly
8	649	1533 N Schrader Blvd	Hollywood	90028_7203	PCI	55	Surface Lot	21,422	-	-	Weekly
9	670	1710 Cherokee Ave.	Hollywood	90028_4818	PCI	386	Structure	49,385	-	-	-
10	680	1036 Broxton Ave.	Westwood	90024_2824	GSD	366	Structure	29,072	-	-	-
11	690	12225 Ventura Blvd	Studio City	91604_2519	GSD	397	Structure	41,859	-	-	Weekly
12	691	682 S. Vermont Ave.	Wilshire Center	90005_1348	GSD	65	Surface Lot	24,600	-	-	Weekly
13	701	2150 Dell Ave.	Venice	90291_4526	PCI	150	Surface Lot	78,269	-	-	Weekly
14	702	1625 N. Vine St.	Hollywood	90028_8802	TBD	457	Structure	68,779	-	-	-
15	703	123 S Robertson Blvd	Carthay	90048_3207	GSD	334	Structure	23,616	-	-	-
16	731	200 N. Venice Blvd.	Venice	90015_3532	PCI	177	Surface Lot	101,433	-	-	Weekly
17	732	218 N Larchmont Blvd	Hancock Park	90004_3707	GSD	167	Structure	19,224	-	-	-
18	740*	301 S. Main St.	Venice	90291_2523	PCI-Pay Station	42	Surface Lot	12,768	-	-	-
19	742	1637 N. Wilcox Ave.	Hollywood	90028_6205	PCI	149	Surface Lot	45,674	-	-	Weekly
20	745	6801 Hollywood Bl.	Hollywood	90028	NSP	3021	Structure	216,100	-	-	-
21	752	6265 Sylmar St.	Van Nuys	91401	GSD	302	Structure	38810	-	-	-
22	753	414 E Temple St	Downtown	90012	GSD	397	Surface Lot	30342	-	-	-
23	755	237 S. Los Angeles St	Downtown	90012	GSD	63	Surface Lot	22,000	-	-	-
24	763	101 N. Judge John Aiso St	Downtown	90012	TBD	300	Structure	50,000	-	-	-

Notes:

GSD: General Services Department of City of Los Angeles

PCI: Parking Concepts, Inc.

TBD: Under Construction/Operator TBD

NSP: New South Parking

* Lot operated in summer only

	Cleaning and Landscape Maintenance: 0 Operated Facilities
	Cleaning Services only: 0 Operated Facilities
	Landscape Maintenance only: 12 Operated Facilities
	No Recurring Services: 12 Operated Facilities

NOTE: "-" denotes no service provided or required.

LADOT OFF-STREET "NON-OPERATED" PARKING FACILITIES

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
1	602	11320 Chandler Blvd.	North Hollywood	91601_3118	Metered	46	Surface Lot	13,031	Weekly	2	-
2	613	2010 S. Pisani Pl.	Venice	90291_3817	Free	55	Surface Lot	25,380	Bi-Weekly	3	-
3	614	728 S. Cochran Ave.	Miracle Mile	90036_3813	Pay Station	41	Surface Lot	39,150	Weekly	3	Weekly
4	616	1411 Electric Ave.	Venice	90291_3733	Free	29	Surface Lot	9,216	Bi-Weekly	3	Weekly
5	617	1511 Electric Ave.	Venice	90291_3735	Free	22	Surface Lot	11,200	Bi-Weekly	3	Weekly
6	618	7134 Remmet Ave.	Canoga Park	91301_2015	Free	19	Surface Lot	7,500	Bi-Weekly	2	Weekly
7	619	1451 Gardner St	Hollywood	90046_3408	Pay Station	22	Surface Lot	26,725	Weekly	2	Weekly
8	621	7120 Baird Ave.	Reseda	91335_4128	Free	81	Surface Lot	33,600	Bi-Weekly	3	Weekly
9	622	7131 Canby Ave.	Reseda	91335_4304	Free	62	Surface Lot	25,994	Bi-Weekly	2	Weekly
10	623	8707 S. Menlo Ave.	Vermont Vista	90044_4813	Free	77	Surface Lot	31,680	Bi-Weekly	4	-
11	624	7222 Baird Ave.	Reseda	91335	Free	78	Surface Lot	33,573	Bi-Weekly	6	Weekly
12	625	3416 W. 43rd St.	Leimert Park	90008_4906	Pay Station	173	Surface Lot	14,859	Twice a week	7	Weekly
13	626	3328 W. 43rd St.	Leimert Park	90008_4570	Pay Station	105	Surface Lot	12,320	Twice a week	4	Weekly
14	627	11231 Magnolia Blvd.	North Hollywood	91601_3703	Pay Station	47	Surface Lot	15,000	Weekly	3	Weekly
15	628	2418 Daly St.	Lincoln Heights	90031_2221	Pay Station	28	Surface Lot	9,617	Weekly	2	Weekly
16	632	5345 11th Ave.	Hyde Park	90043_4817	Free	32	Surface Lot	15,000	Weekly	2	Weekly
17	633	5407 11th Ave.	Hyde Park	90043_2511	Free	32	Surface Lot	15,000	Bi-Weekly	2	Weekly
18	634	5701 11th Ave.	Hyde Park	90043_2501	Free	36	Surface Lot	16,313	Bi-Weekly	2	Weekly
19	635	119 N. Ave. 56	Highland Park	90042_4116	Metered-Free	84	Surface Lot	34,875	Bi-Weekly	5	-
20	636	5712 E Marmion Wy	Highland Park	90042_4206	Metered-Free	62	Surface Lot	21,845	Bi-Weekly	2	-
21	637	124 N. Ave. 59	Highland Park	90042_4208	Metered-Free	36	Surface Lot	13,500	Bi-Weekly	2	-
22	638	120 S. Ave. 58	Highland Park	90042_4704	Metered	28	Surface Lot	7,244	Weekly	2	-
23	639	116 S. Ave. 56	Highland Park	90042_4608	Pay Station**	45	Surface Lot	17,525	Bi-Weekly	3	-
24	640	7130 Darby Ave.	Reseda	91335	Free	46	Surface Lot	20,825	Bi-Weekly	2	Weekly
25	641	462 W. 9th St.	San Pedro	90015_1504	Metered	102	Surface Lot	14,000	Weekly	4	Weekly
26	642	1421 S. Wooster St.	Crestview	90035_3406	Pay Station	49	Structure	9,600	Twice a week	5	-
27	643	1147 Echo Park Ave.	Echo Park	90026_4212	Pay Station	37	Surface Lot	7,006	Twice a week	3	-
28	644	7219 Remmet Ave.	Canoga Park	91303_1532	Metered	18	Surface Lot	12,962	Weekly	2	Weekly
29	645	1540 Purdue Ave.	West LA	90025_3105	Pay Station	37	Surface Lot	15,600	Weekly	2	-
30	646	3528 Larga Ave.	Atwater Village	90039_1926	Free	38	Surface Lot	13,500	Bi-Weekly	3	Weekly
31	647	474 W. 8th St.	San Pedro	90014_3002	Metered	41	Surface Lot	13,994	Weekly	2	Weekly
32	650	928 Marine Ave.	Wilmington	90744_4415	Free	40	Surface Lot	15,300	Bi-Weekly	2	Weekly
33	651	1516 Barry Ave.	West LA	90025_2904	Pay Station	20	Surface Lot	9,000	Weekly	2	-
34	652	1530 Butler Ave.	West LA	90025_3002	Pay Station	43	Surface Lot	12,500	Weekly	2	-
35	653	1547 Corinth Ave.	West LA	90025_3201	Pay Station	38	Surface Lot	11,500	Weekly	2	Weekly
36	654	1611 Beloit Ave.	West LA	90025_3106	Pay Station	20	Surface Lot	16,800	Weekly	2	-
37	655	11312 Idaho Ave.	West LA	90025_3108	Pay Station	17	Surface Lot	6,750	Weekly	2	-
38	656	1615 Colby Ave.	West LA	90025_3013	Pay Station	33	Surface Lot	14,390	Weekly	3	-
39	657	221 Avenue 22	Lincoln Heights	90031_2206	Free	40	Surface Lot	15,500	Bi-Weekly	3	Weekly
40	658	216 Avenue 24	Lincoln Heights	90031_2210	Pay Station	60	Surface Lot	12,600	Weekly	2	Weekly
41	659	2334 Daly St.	Lincoln Heights	90031_2263	Pay Station	80	Surface Lot	8,769	Twice a week	4	Weekly
42	660	154 Ave. 24	Lincoln Heights	90031_2256	Pay Station	51	Surface Lot	14,400	Twice a week	3	Weekly
43	661	2416 Workman St.	Lincoln Heights	90031_2320	Free	46	Surface Lot	16,500	Weekly	2	-
44	662	1152 Lemoyne St.	Echo Park	90026_3207	Pay Station	73	Surface Lot	14,850	Twice a week	4	-
45	663	1146 Logan St.	Echo Park	90026_3211	Pay Station	34	Surface Lot	7,000	Twice a week	3	-
46	664	4883 Navarro St.	El Sereno	90032_2228	Free	30	Surface Lot	12,250	Bi-Weekly	2	-
47	665	323 W. 87th St.	Vermont Vista	90003_3313	Free	65	Surface Lot	31,347	Bi-Weekly	3	-
48	666	5058 Meridian St	Eagle Rock	90042_1723	Pay Station	45	Surface Lot	24,500	Weekly	2	-
49	669	5033 Lincoln Ave.	Eagle Rock	90042_2343	Pay Station	42	Surface Lot	29,122	Weekly	2	-
50	671	672 S Detroit St.	Miracle Mile	90036_4102	Pay Station	50	Surface Lot	23,255	Weekly	3	Weekly
51	672	124 S. Ave. 57	Highland Park	90042_4702	Metered-Free	32	Surface Lot	13,125	Bi-Weekly	2	Weekly
52	673	117 S. Ave. 58	Highland Park	90042_4703	Metered-Free	32	Surface Lot	14,030	Bi-Weekly	2	Weekly
53	674	7220 Jordan Ave.	Canoga Park	91303	Free	35	Surface Lot	10,994	Bi-Weekly	2	Weekly
54	675	4642 Russell Ave.	Los Feliz	90027_4240	Pay Station	32	Surface Lot	12,251	Weekly	4	Weekly
55	676	1146 Glendale Blvd.	Echo Park	90026	Metered	9	Surface Lot	3,974	Weekly	1	-
56	678	8509 S. Broadway	Vermont Vista	90003_3334	Free	61	Surface Lot	22,800	Weekly	3	Weekly
57	679	1711 Sunset Blvd.	Echo Park	90026_3224	Metered	14	Surface Lot	10,170	Twice a week	2	Weekly

No.	DOT Lot No.	Street Address	Community	ZIP	Rvnu Equip / Operator	Total Spaces	Facility Type	Grnd Area in Sq. Ft.	Cleaning Frequency	Trash Cans	Landscape Maint Frequency
58	681	15216 Sunset Blvd.	Pacific Palisades	90272_3611	Pay Station	25	Surface Lot	75,200	Weekly	2	-
59	682	318 N. Breed St.	Boyle Heights	90033_1802	Pay Station	28	Surface Lot	48,285	Twice a week	2	Weekly
60	683	445 W. 5th St.	San Pedro	90013_1001	Metered	26	Surface Lot	11,882	Weekly	2	Weekly
61	684	460 W. 7th St.	San Pedro	90014_1602	Pay Station	85	Surface Lot	47,250	Weekly	4	Weekly
62	685	2386 Malcolm Ave.	Rancho Park	90064_2206	Pay Station	19	Surface Lot	10,150	Weekly	1	Weekly
63	686	5063 Caspar Ave.	Eagle Rock	90041_1967	Metered	29	Surface Lot	5,909	Weekly	3	Weekly
64	687	7141 Remmet Ave.	Canoga Park	91303_2016	Free	21	Surface Lot	7,244	Bi-Weekly	2	Weekly
65	688	1156 Clark Dr.	Crestview	90035_1400	Pay Station	27	Structure	13,380	Twice a week	4	-
66	689	8866 Pico Blvd.	Crestview	90035_3302	Pay Station	39	Surface Lot	17,578	Weekly	2	Weekly
67	692	601 S. Vermont Ave.	Wilshire Center	90005_1347	Metered	57	Surface Lot	15,000	Weekly	3	Weekly
68	694	209 N Larchmont Blvd	Hancock Park	90004_3708	Pay Station	34	Surface Lot	15,312	Weekly	4	-
69	695	123 N. Ave. 57	Highland Park	90042_4115	Metered-Free	38	Surface Lot	16,875	Bi-Weekly	2	Weekly
70	696	835 Avalon Blvd.	Wilmington	90744_4501	Free	14	Surface Lot	6,750	Bi-Weekly	2	Weekly
71	697	2332 Workman St.	Lincoln Heights	90031_2616	Free	26	Surface Lot	13,200	Bi-Weekly	2	Weekly
72	698	2367 Prosser Ave.	Century City	90064_2323	Pay Station	28	Surface Lot	19,476	Weekly	2	Weekly
73	699	529 11th St.	San Pedro	90015_2308	Free	40	Surface Lot	18,900	Bi-Weekly	2	Weekly
74	700	239 W. 86th Pl.	Vermont Vista	90003_3307	Free	21	Surface Lot	8,640	Bi-Weekly	2	-
75	704	7128 Jordan Ave.	Canoga Park	91303	Metered	37	Surface Lot	19,800	Weekly	2	Weekly
76	705	21901 W Costanzo St	Woodland Hills	90015	Pay Station	29	Surface Lot	37,200	Weekly	2	-
77	707	2377 Midvale Ave.	Rancho Park	90064_2103	Pay Station	40	Surface Lot	10,922	Twice a week	4	Weekly
78	711	3528 Garden Ave.	Atwater Village	90039_1922	Free	34	Surface Lot	13,500	Bi-Weekly	3	Weekly
79	712	7246 Baird Ave.	Reseda	91335	Free	34	Surface Lot	15,000	Bi-Weekly	2	Weekly
80	713	249 N. Chicago St.	Boyle Heights	90033_2906	Pay Station	69	Surface Lot	27,150	Weekly	-	Weekly
81	715	2371 Overland Ave.	Century City	90064_2209	Pay Station	27	Surface Lot	19,970	Weekly	2	Weekly
82	725	7117 Remmet Ave.	Canoga Park	91303_2016	Free	17	Surface Lot	7,500	Bi-Weekly	2	Weekly
83	735	396 W 6th St.	San Pedro	90731_2622	Pay Station	50	Surface Lot	11,760	Weekly	3	Weekly
84	740*	301 S. Main St.	Venice	90291_2523	PCI-Pay Station	42	Surface Lot	12,768	Weekly	1	Weekly
85	744	8463 S. Vermont Ave.	Vermont Knolls	90044_3448	Pay Station	23	Surface Lot	8,800	Weekly	2	Weekly
86	747	5000 N Vineland Ave	North Hollywood	91601	Metered-Free	73	Surface Lot	19,357	Bi-Weekly	4	-
87	748	11010 Santa Monica Bl	West LA	90025	Pay Station	24	Surface Lot	10,500	Weekly	2	Weekly
88	749	4702 W Washington	Longwood	90016	Free	7	Surface Lot	4,600	Bi-Weekly	1	Weekly
89	750	4600 W Washington	Longwood	90016	Free	22	Surface Lot	11,500	Bi-Weekly	2	Weekly
90	751	4601 W Washington	Lafayette Square	90019	Free	60	Surface Lot	24,300	Bi-Weekly	2	Weekly
91	761	1608 S. Pacific Ave.	Venice	90291_5112	Pay Station	14	Surface Lot	6,300	Weekly	1	Weekly
92	762	15314 W. Dickens St	Sherman Oaks	91403	Pay Station	42	Surface Lot	12,500	Weekly	2	-
93	764	4318 Degnan Blvd.	Leimert Park	90008_4570	Pay Station	93	Surface Lot	30,700	Weekly	2	Weekly
94	799	14758 Ventura Blvd.	Sherman Oaks	91403_3542	Pay Station	20	Surface Lot	15,800	Weekly	2	Weekly

Notes:

GSD: General Services Department of City of Los Angeles

PCI: Parking Concepts, Inc.

* Services required during non-summer months only

** Pay Station with free short-term parking

	Cleaning and Landscape Maintenance: 63 Non-Operated Facilities
	Cleaning Services only: 31 Non-operated Facilities
	Landscape Maintenance only: 0 Non-Operated Facilities
	No Recurring Services: N/A

NOTE: "-" denotes no service provided or required.

EXHIBIT PF-5
Off-Street Parking Facilities
Prime/Sub-Contractor Combined Fixed Costs

FIXED COSTS	Contractor OR SubContractor	Hourly Rate	Estimated Weekly Hours Wk'd	Estimated Weekly Costs	Year 1 Total Cost	Year 2 through Year 5
Management						<p>LADOT will calculate the Total Cost for Years 2 through 5 based upon yearly adjustments equal to the adjustment to the CPI (as defined hereafter). As used herein, the defined term "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California Area published by the Bureau of Labor Statistics of the U.S. Department of Labor</p>
Salaries and Related Costs:						
- Facilities Mgr Salary		22.00	40	880.00	45,760.00	
- Other Staff Salary		25.20	56	1,411.20	73,382.40	
- Employee Benefits		7.62	96	731.52	38,039.04	
- Other (e.g., Payroll Taxes - Explain)		4.28	96	410.78	21,360.77	
Total Salaries & Related Costs			288	3,433.50	178,542.21	
Expenses:						
- Office Expense/Supplies					0	
- Insurance (e.g., Gen Liability)					inc above	
Total Expenses					0	
Total Management Costs					\$ 178,542.21	
Services	Contractor OR Sub-Contractor	Per Svc Rate	Est Wkly Hrs Worked	Estimated Wkly Cost	Year 1 Total Cost	
Recurring Cleaning Services:						
- Sweeping		29.50	120.88266	3,566.04	185,434.00	
- Trash & Bulky Item Removal		29.50	55	1,622.50	84,370.00	
Total Recurring Cleaning Costs					\$ 269,804.00	
Services	Contractor OR Sub-Contractor	Per Svc Rate	Est Wkly Hrs Worked	Estimated Wkly Cost	Year 1 Total Cost	
Recurring Landscaping Maintenance:						
- General Cleanup		29.50	70	2,065.00	107,380.00	
- Shrub Pruning		29.50	10	295.00	15,340.00	
- General Tree Care		29.50	8	236.00	12,272.00	
- Weed Control		29.50	10	295.00	15,340.00	
Total Recurring Landscape Costs					\$ 150,332.00	
TOTAL COMBINED SERVICES FIXED COSTS					\$ 598,678.21	

EXHIBIT PF-6

Off-Street Parking Facilities

Unit Costs Per Designated Variable Services

	LABOR COST	MATERIALS COST	TOTAL UNIT COST
<u>RECURRING CLEANING:</u>			
Light Fixtures	55.00	12.00	67.00
<u>RECURRING LANDSCAPE MAINTENANCE:</u>			
Shrubbery and Ground Cover Trimming	53.00	8.00	61.00
Tree Trimming and Care	53.00	8.00	61.00
Pest Control	53.00	27.00	80.00
Fertilization	53.00	18.00	71.00
Irrigation	43.50	28.00	71.50
Testing of Backflow Devices	43.50	25.00	68.50
<u>AS-NEEDED IMPROVEMENTS:</u>			
Irrigation System Repair	43.50	85.00	128.50
Shrub and Ground Cover Replacement	53.00	36.80	89.80
Tree Replacement	212.00	342.70	554.70
Lighting System Improvement	220.00	300.00	520.00
Graffiti Removal	55.00	12.00	67.00

Note 1: All costs should be quoted as per single incident.

Note 2: CPI (Consumer Price Index) increases will apply to contract years 2 through 5.

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

ATTACHMENT A-1

1. Requesting Department: Transportation

2. Contacts

Department: Belkis Del Valle Phone No. 213-972-4938 Fax No. 213-972-4910
CAO: Janice Chang Phone No. 213-473-7527 Fax No. 213-473-7517

3. Work to be performed:

The Department of Transportation (DOT) is seeking a contractor to operate and manage 25 City-owned parking facilities which consist of 10 multi-level parking garages and 15 surface lots. The contractor should provide: parking operations including the replacement of the Revenue Control Equipment (RCE) with the new Parking Access and Revenue Control Systems (PARCS); staffing; employee training and development; marketing; financial, incident, and parking reports; collection and auditing of revenues; equipment and facilities; and landscaping, repairs and maintenance. There is also an option to provide landscaping, repairs, and maintenance on another 92 City-owned surface parking lots.

4. Is this a contract renewal? Yes ☐ No ☒

5. Proposed length of contract: 5 years w/2 one year extensions Proposed Start Date: July 1, 2011

6. Proposed cost of contract (if known): \$Unknown

7. Name of proposed contractor: Unknown

8. Unique or special qualifications required to perform the work: The contractor must have specialized parking operations management experience, including five years experience in directly managing at least 2 parking facilities with a minimum of 100 spaces each, within the last three years; and must be proficient in the use of state-of-the-art revenue control equipment and cash handling procedures and financially capable to replace RCE with PARCS.

9. Are there City employees that can perform the work being proposed for contracting?

Yes ☒ No ☐

If yes,

a. Which class(es) and Department(s):

Class	Departments	Eligible list expires
Parking Attendant	Convention Center, GSD	10/15/11
Parking Services Supervisor	Convention Center, GSD	No list

Parking Manager	Airports, Convention Center, GSD	1/21/12
Marketing Specialist	Convention Center	No list
Gardener Caretaker	Airports, DWP, Harbor, Police, PW Sanitation, PW Street Services, Rec & Parks, Zoo	Continuous
Maintenance Laborer	Airports, DWP, Fire, GSD, Harbor, Police, PW Sanitation, PW Street Services, Rec & Parks, DOT	Continuous
Building Repairer	Airports, Convention Center, DWP, GSD, Police, PW Sanitation, Rec & Parks, Zoo	No list
Accounting Clerk	Aging, Airports, Building and Safety, City Clerk, LACERS, Controller, Convention Center, Fire, General Services, Harbor, Housing, Finance, Personnel, Police, PW Sanitation, Rec & Parks, etc.	No list
Systems Analyst	Aging, Airports, Building and Safety, CAO, LACERS, Controller, DWP, Fire, GSD, ITA, Library, Police, PW Engineering, PW Sanitation, DOT, etc.	Continuous
Programmer Analyst	Airports, DWP, Fire, Harbor, ITA, Housing, Pensions, Personnel, PW Engineering, PW Sanitation, Rec & Parks, etc.	Continuous

- b. Is there sufficient Department staff available to perform the work? Yes ☐ No ☒
- c. Is there a current eligible list for the class(es)? Yes ☐ No ☐ Expiration Date See above
- d. Estimated time to fill position(s) through CSC process? Unknown
- e. Can the requesting department continue to employ staff hired for the project after project completion? Yes ☐ No ☒
- f. Are there City employees currently performing the work? Yes ☒ No ☐ Some of the work

10. Findings

- ☐ City employees DO NOT have the expertise to perform the work
- ☒ City employees DO have the expertise to perform the work

Check if applicable (explanation attached) and send to CAO for further analysis

- ☒ Project of limited duration would have to layoff staff at end of project
- ☐ Time constraints require immediate staffing of project
- ☒ Work assignment exceeds staffing availability

SUMMARY: The City has classifications that can perform the work, however, due to reductions in staff it may be more effective to contract the work out.

Submitted by:


Dominique Camaj

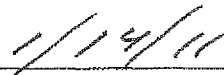
Reviewed by:


Shelly Del Rosario

Approved by:


Raul Lemus

Date:


1/14/11

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Charter Section 1022 Determination

TO: (Department/Bureau and Division) Department of Transportation	Contact: Rene Sagles	Phone: (213) 972-8464	Date: 12-14-11
Activity/Service to be Contracted: Landscape and Maintenance Management of City-Owned Off-Street Parking Facilities		Type of Contract: (Check one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMEND Term: Five years	
Personnel Department Finding: CITY EMPLOYEES <u>HAVE</u> THE EXPERTISE TO PERFORM THE WORK. (Attach Personnel Department Contract Review Report).			

A. FEASIBILITY FINDINGS

This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more feasibly by a contractor than by City employees for the following reason(s):	
<input checked="" type="checkbox"/>	There is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs.
<input type="checkbox"/>	The work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for this project.
<input type="checkbox"/>	Independent review is needed and/or the contractor has proprietary knowledge the City needs.
<input type="checkbox"/>	Council has declared an emergency pursuant to Charter Section 371 (e) (5) or (6), and neither existing nor additional staff is available in a timely manner to perform the work.
<input checked="" type="checkbox"/>	Other – see Comments Section below.

B. ECONOMIC FINDINGS

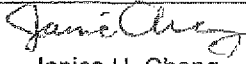

<input checked="" type="checkbox"/> This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more economically by a contractor than by City employees as summarized below. (Attach Contract Cost Analysis Form (CAO/ERD-2) completed by requesting department).			
ESTIMATED COST OF CITY FORCES	TOTAL	PROPOSED CONTRACT COSTS	TOTAL
1 Cost of Civilian Positions	\$1,700,000	1 Proposed Contract Labor Costs	\$515,000
2 Cost of Sworn Positions		2 Other Pertinent Contract Costs (if provided)	
3 Other Pertinent Costs (if applicable)		3 Civilian Department Contract Administration Costs	60,864
		4 Sworn Department Contract Administration Costs	
TOTALS	\$1,700,000	TOTALS	\$575,864

C. CONTRACTING IS NOT WARRANTED

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, City employees have the expertise to perform the work proposed to be contracted, and it is not more feasible or economical to contract.
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D. COMMENTS

This Office finds that the proposed landscape and maintenance management of 92 City-owned off-street parking facilities can be performed more feasibly and economically by contractor than by City employees at this time.	
The Department of Transportation (DOT) does not have the necessary expertise or staff to perform these functions, and was utilizing Memoranda of Understanding (MOU) agreements with the Department of Recreation and Parks (RAP) and the Bureau of Street Services (BSS) to complete some of the required maintenance. However, the parking facilities have an additional need for regular inspection and as-needed improvements, such as irrigation system repair and removal and replacement of damaged trees, which had not been covered under the MOUs and which neither department was able to provide due to staffing constraints.	

0150-09577-0000	 Janice H. Chang Analyst	 David H. Hirano Chief	 Patricia J. Huber (Assistant CAO)
Work Assignment Number			

COMMENTS, CONTINUED

Further staffing shortages prompted both departments to move positions once dedicated to DOT facilities maintenance and landscaping elsewhere. Three resolution authority positions in BSS and six resolution authority positions in RAP were not continued into 2011-12, and the MOU agreements with RAP and BSS expired on June 30, 2011.

After review of the proposed Scope of Work, both BSS and RAP determined that they have the expertise necessary to perform most of the needed services, but reconfirmed that they lacked the staffing to be able to complete the work.

Additionally, both departments would be unable to do so more economically than a contractor. DOT initially began exploring an RFP in 2009 for its landscape and maintenance services, before a City proposal to pursue a long-term concession of its parking facilities put the process on hold. At that time, BSS estimated a direct cost of approximately \$1.7 million per year to provide cleaning and tree maintenance services. The cost for RAP to provide landscaping services would be additional to the \$1.7 million cost. In 2009-10, the cost for RAP and BSS to provide services was approximately \$1.2 million including overhead costs. This cost was for a level of service lower than what would be required in the new scope of work.

DOT issued the RFP in October 2011 and received three outside proposals for an average annual cost of \$515,000 to perform the required services.

Based upon the evaluation of economic and feasibility findings, this Office recommends that DOT pursue the services of an independent contractor to perform the landscape and maintenance management of its off-street parking facilities.

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