

MOTION

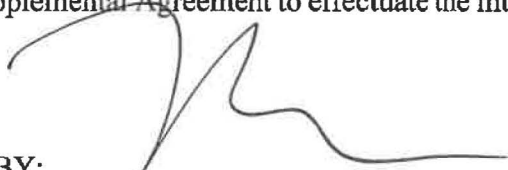
On November 25, 2019, the City entered into a contract (C-134516) with the nonprofit Destination Crenshaw to design and construct the Destination Crenshaw Project. Since that time, Destination Crenshaw has secured two project sites along Crenshaw Boulevard to provide publicly accessible pocket parks with public parking lots. The proposed pocket parks will feature enhanced paved ground surface, landscape, benches, and permanent art installations. Upon project completion, the Los Angeles Department of Transportation will operate the public parking lots to serve the needs of local businesses and restore parking access for the area.

I THEREFORE MOVE that the Council APPROVE the attached Third Amendment to Contract No. C-134516 between the City of Los Angeles and the Destination Crenshaw nonprofit, as substantially presented, to develop the following additional project elements:

- a. 54th Street and Crenshaw Boulevard (5400 Crenshaw Boulevard) – For the construction of a pocket park and a public parking lot with forty-five parking spaces and a bioswale serving the pocket park stormwater runoff to be installed on the public parking lot.
- b. 50th Street and Crenshaw Boulevard (5000 Crenshaw Boulevard) – For the construction of a pocket park and a public parking lot with twenty-five parking spaces and a bioretention element serving the pocket park stormwater runoff to be installed on the public parking lot, subject to execution of the lease with the property owner.

I FURTHER MOVE that the City Engineer and the General Manager, Department of Transportation, be authorized to sign the attached Supplemental Agreement to effectuate the intent of this Motion.

PRESENTED BY:


MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY:



ORIGINAL

**THIRD AMENDMENT TO CONTRACT C-134516
BETWEEN
CITY OF LOS ANGELES
AND
DESTINATION CRENSHAW**

This Third Amendment to Contract Number C-134516 ("Agreement") between the City of Los Angeles, a municipal corporation ("City"), acting through its Department of Public Works, Bureau of Engineering ("BOE") and Department of Transportation ("LADOT"), and Destination Crenshaw, a 501 (c)3 non-profit agency ("Consultant"), collectively referred to as "Parties" or individually as "Party", is entered into with reference to the following:

WHEREAS, on August 19, 2019, the City Council authorized the Bureau of Contract Administration to negotiate an agreement with Consultant for the construction of the Destination Crenshaw Project (CF 19-0898);

WHEREAS, the Parties entered into Agreement C-134516 on November 25, 2019, whereby the Consultant agreed to receive public funding to construct Destination Crenshaw projects;

WHEREAS, the Consultant has identified and secured two project sites along Crenshaw Boulevard to be added to the existing agreement. The new sites will provide publicly accessible hardscaped pocket parks with public parking lots. The proposed pocket parks will feature enhanced paved ground surface, landscape, benches, and permanent art installations;

WHEREAS, the City will grant Consultant \$307,000 in ARRA funds to construct the parking lot at 54th and Crenshaw Boulevard.

WHEREAS, Consultant will not use any of the ARRA funds toward the construction of the pocket park, or any work other than the parking lot at 54th and Crenshaw Boulevard.

WHEREAS, the Consultant has agreed that it will construct pocket park and parking lot at 50th and Crenshaw Boulevard at no cost to the City, construct the pocket park at 54th and Crenshaw Boulevard at no cost to the City, construct the parking lot at 54th and Crenshaw Boulevard using City ARRA funds and its own funds, and shall maintain both pocket parks and parking lots following construction at no cost to the City; and

WHEREAS, upon project completion, LADOT will operate the public parking lots to serve the needs of local businesses and restore parking access for the area.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Section 201 of the Agreement is hereby amended to add new Subsection 201(C) as follows:

C. Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT

1. LOCATIONS: City and LADOT hereby grants Consultant to use and access the following locations:

- a. 54th St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with forty-five (45) parking spaces as depicted on Exhibit I. A bioswale serving the pocket park stormwater runoff shall be installed on the public parking lot.
- b. 50th St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with twenty-five (25) parking spaces as depicted on Exhibit I. A bioretention serving the pocket park stormwater runoff shall be installed on the public parking lot. No construction activities shall be allowed at the 50th and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.
- c. Both locations collectively are referred to as the “Properties”.

2. PERMITS AND FEES

- a. Prior to any permitting process, the Consultant shall obtain written approval from LADOT of design drawings and specifications related to the public parking lots.
- b. Consultant shall, all its sole cost and expense, obtain all necessary permits, licenses and all other appropriate legal authorizations from all applicable federal, state, and local jurisdictions, and pay all applicable fees.

3. CONSTRUCTION AND ALTERATIONS

- a. Consultant shall, at its own expense and with the limited City funds (ARRA funds) expressly allowed for the parking lot at 54th and Crenshaw Boulevard, construct the improvements described in and pursuant to the procedures set forth in Exhibit I, scope including the pocket parks, public parking lots, and all related installations at the Properties.
- b. ARRA funds allocated to Consultant shall only be used for construction activity for the parking lot at the 54th and Crenshaw Boulevard site and not the pocket park at that location. ARRA funding shall not be used for the bioswale and bioretention systems in the public parking lot at the 54th and Crenshaw Boulevard site because they serve the pocket park’s stormwater runoff .
- c. Consultant is solely responsible for managing and supervising the construction of the project at the Properties. Consultant shall have control over construction, scheduling, and coordination of all work.
- d. Public safety at the Properties shall be maintained by Consultant during working and non-working hours. Consultant shall address all hazards appropriately and render them safe, such as open trenches, stubs, and uneven pavement. All open trenches must be covered during non-working hours. Consultant shall maintain safe pedestrian and vehicular access at all times.
- e. No construction activities shall be allowed at the 50th and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.

4. UTILITIES

- a. Consultant shall install separate utility meters (water, electricity, etc.) for the pocket parks and the public parking lots at the Properties.
- b. Consultant shall establish separate utility services for the pocket parks at both Properties. Consultant shall be responsible for all utility costs related to the pocket parks at the Properties. Consultant shall make direct payment to the utility companies.
- c. LADOT shall be responsible for all utility costs related to the public parking lots at the Properties.
- d. The provisions of this Subsection 201(C)(4) – Utilities shall survive the expiration of this Agreement

5. MAINTENANCE

- a. The bioswale and bioretention systems in the public parking lots are serving the pocket park's stormwater runoff. Consultant shall be responsible for maintaining the bioswale and bioretention system in good working condition. The bioswale at each respective Property shall be serviced by Consultant and maintained every three (3) months by a qualified vendor, or at more frequent intervals that may be required to maintain good operating function of the systems.
- b. Once notified by LADOT of any required repair or maintenance of the bioswale and bioretention system, Consultant shall initiate the repair within seven (7) business days. If LADOT determines that the repairs or maintenance has not been completed past the threshold timeframe, LADOT may repair or maintain the bioswale and retention system, and bill Consultant for the cost of the repair.
- c. Consultant shall be responsible for maintaining the pocket parks in a clean, safe, and orderly condition such as sweeping and garbage collection.
- d. LADOT shall be responsible for maintaining the public parking lots in a clean, safe, and orderly condition such as sweeping and garbage collection.
- e. The provisions of this Subsection 201(C)(5) – Maintenance shall survive the expiration of this Agreement.

6. NOTICES:

- a. All Notices provided in accordance with Section 104 of this Agreement relating to this Section 201(C) shall also be delivered to LADOT Parking Facilities Division, to Sophia.Fong@lacity.org
- b. The provisions of this Subsection 201(C)(6) – Notices shall survive the expiration of this Agreement.

2. The first sentence of Section 202 of the Agreement is hereby amended to read as follows:

In furtherance of the General Requirements, and all work required under this Agreement, the CONSULTANT shall do the following:

3. Section 103 of the Agreement is hereby amended to add as additional designee of the City Engineer for this Agreement for matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks:

Ken Husting, Principal Transportation Engineer
Los Angeles Department of Transportation
100 S Main St, Los Angeles, CA 90012
(213) 972-8430
Ken.Husting@lacity.org

4. Section 105 of the Agreement is hereby amended to add new Subsection 105(C) as follows:

.C. The provisions for operation and maintenance of the Crenshaw Boulevard Parking Lots and Pocket Parks are set forth in Subsection 201(C) shall survive the expiration of the Agreement as set forth in Section 201(C).

5. Section 619 of the Agreement is hereby amended to add the following additional sentence:

The provisions of this Section 619 shall survive the expiration of this Agreement with regard to matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks.

6. Section 655 of the Agreement is hereby deleted in its entirety.

7. Section 657 is hereby added to the Agreement to read as follows:

§657 - COVID-19 VACCINATION

Employees of Consultant and/or persons working on its behalf, including, but not limited to, sub-contractor (collectively, "Consultant Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, Consultants, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Consultant Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Consultant Personnel to perform In-Person Services, Consultant shall obtain proof that such Consultant Personnel have been fully vaccinated. Consultant shall retain such proof for the document retention period set forth in this Agreement. Consultant shall grant medical or religious exemptions ("Exemptions") to Consultant Personnel as required by law. If Consultant wishes to assign Consultant Personnel with Exemptions to perform In-Person Services, Consultant shall require such Consultant Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Consultant. If Consultant Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments.

Furthermore, Consultant shall immediately notify City if Consultant Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

8. New Exhibit I – Crenshaw Boulevard Parking Lots and Pocket Parks, attached to this Third Amendment, is hereby incorporated into the Agreement.

9. Section 107 – Compensation, of the Agreement is hereby amended to add the following additional funding:

6. Additional City-ARRA (\$307,000)-Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard as set forth by this Amendment 3.

10. Section 107 – Compensation, first paragraph, of the Agreement is hereby amended to read as follows:

The total compensation for this Agreement shall not exceed \$33,807,000 for the scope of the Project and all other work described in the Agreement. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The Consultant, as the Project

Manager, should provide a proposed payment schedule (Payment Schedule) based on their baseline, cost-loaded schedule and deliverables for their project and all work described in this Agreement for the City's review and approval. The Consultant will be compensated based on the Payment Schedule, attached hereto as Exhibit F. The use of the Public Funds from the public agencies are as follows:

11. Section 107 Subsection A-Compensation of the Agreement is hereby amended to as follows:

A. The City shall authorize the expenditure of an amount not to exceed \$33,807,000 in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

12. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this Third Amendment. To the extent that said services were performed in accordance with the terms and conditions of this Third Amendment, those services are hereby ratified.

13. Except as otherwise amendment herein, all other provisions of the Agreement, as previously amended, remain the same.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____

Connie Llanos
Interim General Manager
Department of Transportation

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

THE CITY OF LOS ANGELES

By: _____

Ted Allen, P.E.
City Engineer

Date: _____

DESTINATION CRENSHAW

By*: _____

Title: _____

Date: _____

NOTE: If Consultant is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

EXHIBIT I (1/3)

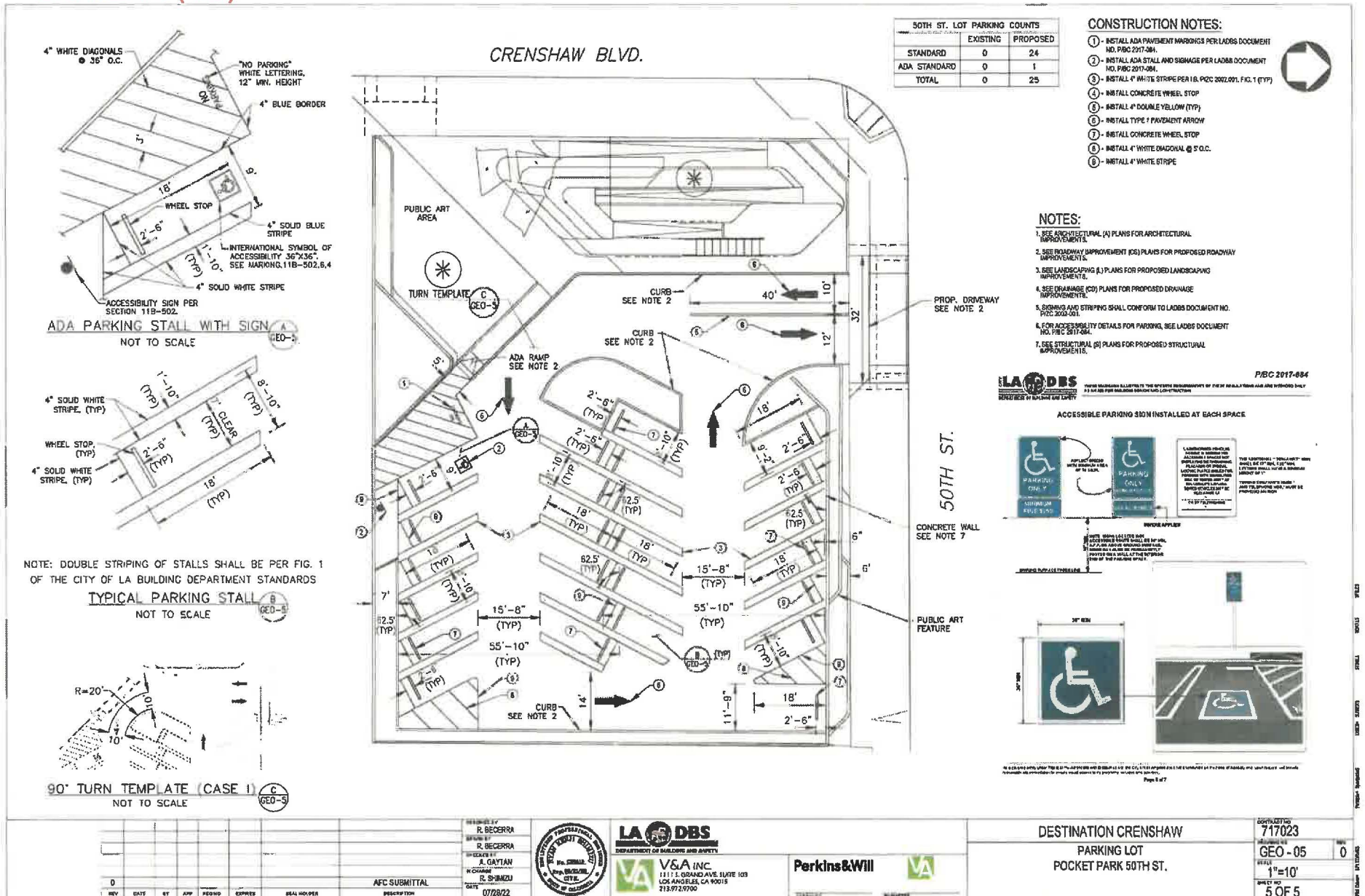
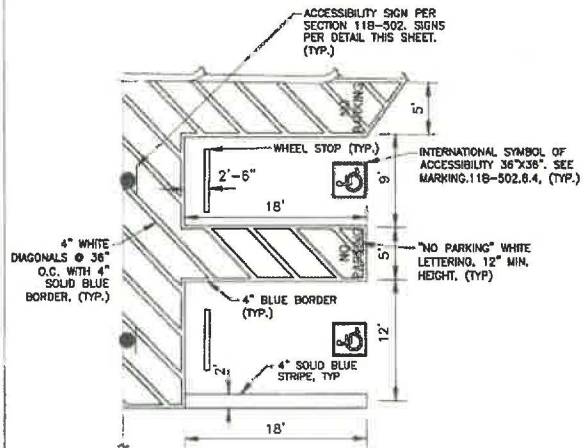
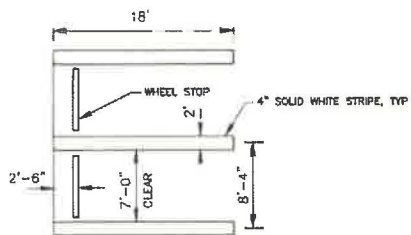


EXHIBIT I (2/3)



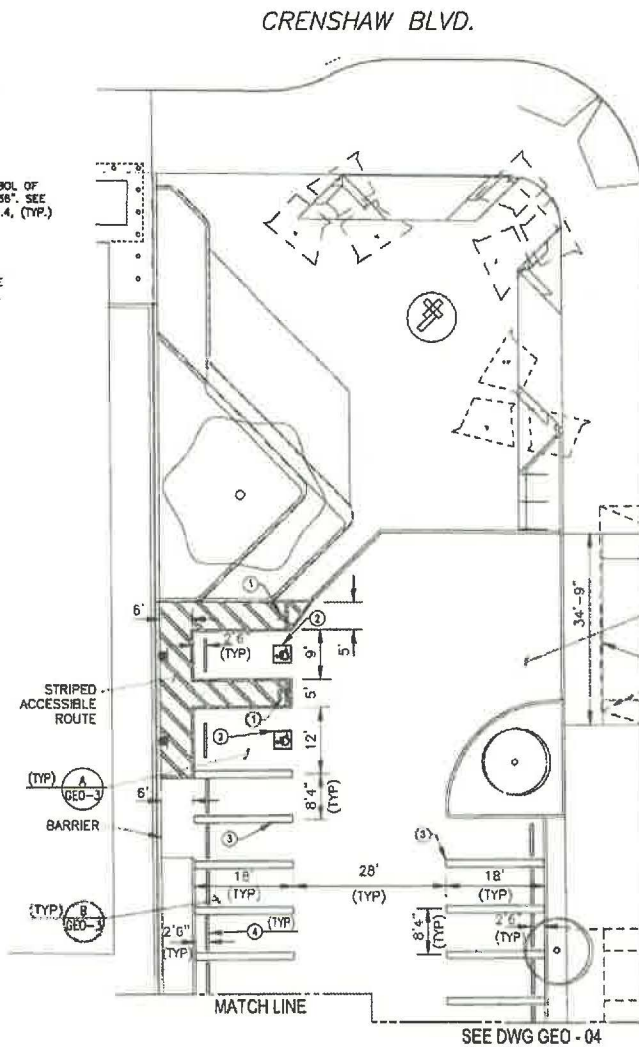
ADA PARKING STALL WITH SIGN
NOT TO SCALE



NOTE: DOUBLE STRIPING OF STALLS SHALL BE PER FIG. 1
OF THE CITY OF LA BUILDING DEPARTMENT STANDARDS

TYPICAL PARKING STALL NOT TO SCALE

54TH ST. EAST LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	42
ADA STANDARD	0	2
COMPACT	0	1
TOTAL	0	45



SEE DWG GEO - 04



THESE REGULATIONS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR UNDERSTANDING AND SHOULD NOT BE USED AS A SUBSTITUTE FOR THE REGULATIONS.

P/BC 2017-054

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE



ENDING APT

[illegible]

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Page 6 of 7

54TH ST.

TURN TEMPLATE

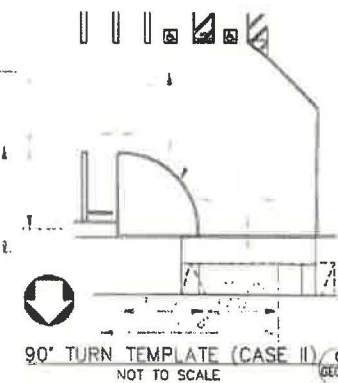
PROP. DRIVEWAY
SEE NOTE 2

CONSTRUCTION NOTES

- ① - INSTALL ADA PAVEMENT MARKINGS PER LADBS DOCUMENT NO. PDC 2017-04
- ② - INSTALL ADA STALL AND SIGNAGE PER LADBS DOCUMENT NO. PDC 2017-04
- ③ - INSTALL 4" WHITE STRIPE PER LB. PZC 2002 601 FCL. 1 (TYP)
- ④ - INSTALL CONCRETE WHEEL STOP

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. PRG 2002-084.
6. FOR ACCESSIBILITY DETAILS FOR PARKING, SEE LADBS DOCUMENT NO. MHC 2017-064.



NOT TO SCALE

**NOT FOR
CONSTRUCTION**

A							80% DESIGN
B							85% DESIGN
C							100% DESIGN
D							100%+1 DESIGN

REV	GATE	BY	APP	REQ NO	EXPLOS	REAL HOLDING	DESCRIPTON
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R. BECERRA
 R. BECERRA
 A. GAYTAN
 R. SHIMIZU

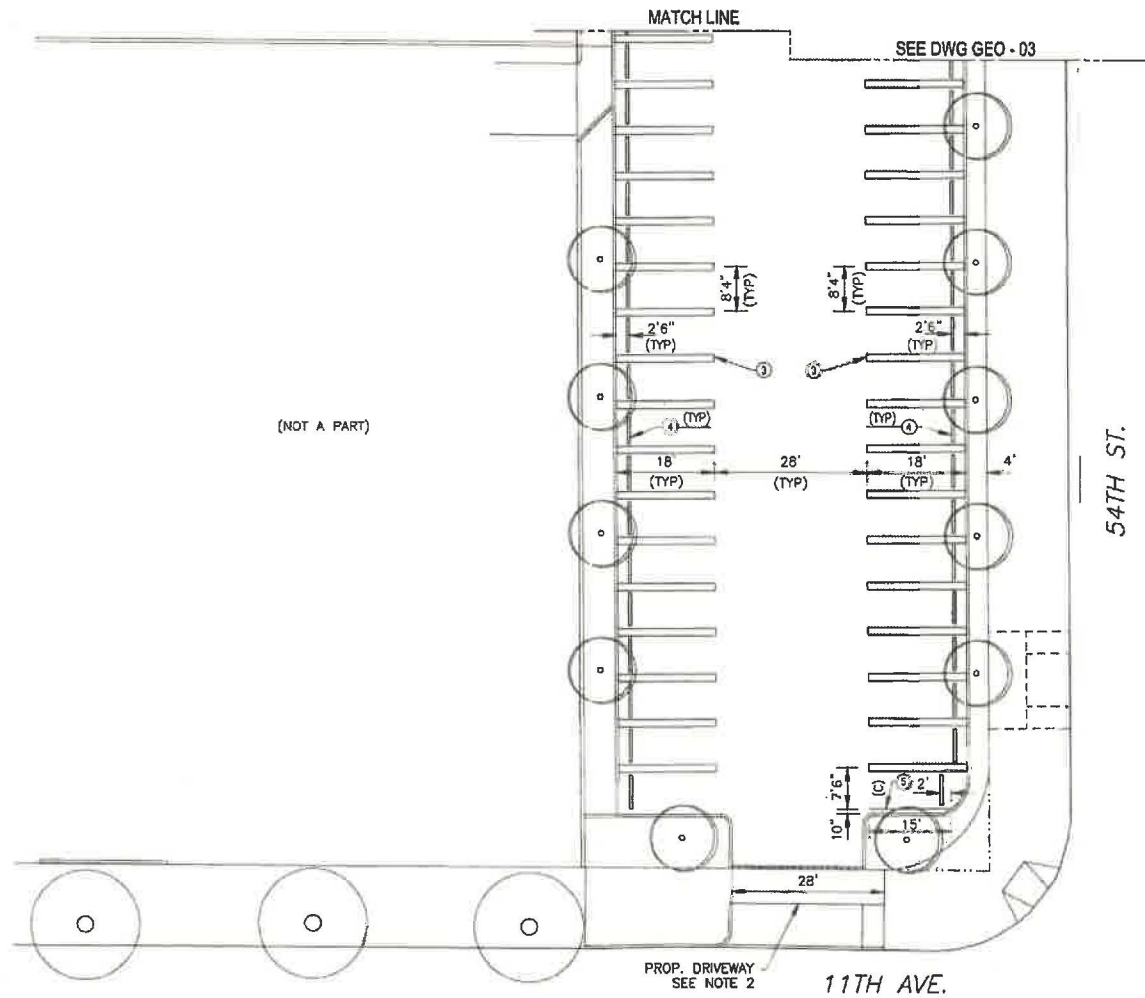


V&A INC.
1111 S. GRAND AVE. SUITE 103
LOS ANGELES, CA 90015
213.932.9100

DESTINATION CRENSHAW
PARKING LOT
POCKET PARK 54TH ST. EAST

717023
GEO - 03
1"=10'
3 OF 5

EXHIBIT I (3/3)



CONSTRUCTION NOTES

- ③ - INSTALL 4" WHITE STRIPE PER L.B. PDC 2002.001 FIG. 1 (TYP)
- ④ - INSTALL CONCRETE WHEEL STOP
- ⑤ - INSTALL 4" WHITE STRIPE

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (C) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (D) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. PDC 2002.001.

54TH ST. EAST LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	42
ADA STANDARD	0	2
COMPACT	0	1
TOTAL	0	45

NOT FOR
CONSTRUCTION

REV	DATE	BY	APP	REASON	EXPIRATION	DESIGNER	DESCRIPTION
A						80% DESIGN	
B						90% DESIGN	
C						100% DESIGN	
D						100%+1 DESIGN	

DESIGNED BY
R. BECERRA
DRAWN BY
R. BECERRA
CHECKED BY
A. GAYAN
IN CHARGE
R. SHIMIZU
DATE
05/01/22



DESTINATION CRENSHAW
PARKING LOT
POCKET PARK 54TH ST. EAST

717023
GEO - 04
SCALE
1"=10'
4 OF 5