

APPROVED
08-10-2016

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 16-182

DATE August 10, 2016

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED SEWER TIE CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS REQUEST FOR QUALIFICATIONS-AWARD OF CONTRACTS

AP Diaz _____ V. Israel _____
R. Barajas _____ K. Regan _____
H. Fujita _____ *N. Williams WJW



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake sewer ties construction, retrofit, maintenance and/or repairs services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged, and the unique expertise of the as-needed contractor;
3. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;
4. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise is excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services

BOARD REPORT

PG. 2 NO. 16-182

- required by RAP to provide as-needed the sewer tie construction, retrofit, maintenance and/or repair services;
5. Waive the informality for the proposal submitted by Colich & Sons L.P. in response to the Request for Qualifications for Sewer Tie Construction, Retrofit, Maintenance and/or Repairs (RFQ), as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
 6. Waive the informality for the proposal submitted by Mike Prlich & Sons, Inc. in response to the RFQ, as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
 7. Waive the informality for the proposal submitted by Vasilj, Inc. in response to the RFQ, as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
 8. Award the proposed Services Contracts (Contracts), herein included as Attachments, between the City of Los Angeles RAP and the following firms, for the sewer tie construction, retrofit, maintenance and/or repairs, specifying the terms and conditions for a three-year contract, subject to approval of the Mayor and the City Council, and of the City Attorney as to form, contingent upon RAP's acceptance of the required documentation as noted in Recommendations 5, 6 and 7;

Contractors:
 - a) W.A. Rasic Construction Co., Inc.
 - b) Colich & Sons, L.P.
 - c) Mike Prlich and Sons, Inc.
 - d) Vasilj, Inc.
 9. Approve the selection process for the selection of qualified firms;
 10. Direct the Board Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney for review and approval as to form;
 11. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals; and,
 12. Authorize the General Manager, or Designee, to make technical corrections as necessary to the Contracts, to carry out the intent of this Report.

SUMMARY

RAP does not have the expertise and/or equipment to install, retrofit, replace, repair, and/or maintain

BOARD REPORT

PG. 3 NO. 16-182

sewer ties. Therefore, RAP requires as-needed sewer tie construction, retrofits, maintenance, and/or repairs contracts. Currently, RAP does not have contracts to perform current and future sewer tie construction projects.

On January 20, 2016, the Board approved an issuance of the RFQ for Sewer Tie Construction, Retrofits, Maintenance and/or Repairs (Board Report No. 16-016), which was released February 8, 2016. The RFQ allowed responders to submit proposals in response to the RFQ for sewer tie construction, retrofit, maintenance and/or repair services to include but not limited to:

- Installation of new sewage line (including sewer connection to Municipal sewer system)
- Repair/rehabilitation/ extension of an existing sewer line
- All inspection services related to Sewer Line inspections
- All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

On March 28, 2016, RAP received five proposals in response to the RFQ for Sewer Tie Construction, Retrofit, Maintenance and/or Repairs as follows:

- 1) Colich & Sons, L.P.
- 2) Mike Plich and Sons, Inc.
- 3) MNR Construction, Inc.
- 4) Vasilj, Inc.
- 5) W.A. Rasic Construction Co., Inc.

Responders were required to provide evidence of their qualifications, as indicated by their responses to the five criteria/requests for information, listed immediately below, and were required to meet at the minimum requirements listed further below:

- 1) Provide a brief (maximum of three pages) statement of the firm's general background information related to sewer tie construction, retrofitting, maintenance and/or repairs within the last three years, the organizational approach and range of services, and other resources that will be used in the performance of the contract work.
- 2) Have an established office(s) within the Southern California area (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura Counties). Responder will provide the address of the office location(s) and the name and phone number of the office manager(s);
- 3) Have had no severe violations or citations lodged by Cal/OSHA or other regulatory agencies in the last three years, particularly any involving the suspensions or revocations of professional licenses or registrations;
- 4) Have certified and technical specialists that have current State of California or applicable governing entity certifications, including: California Contractor's License "A" (General Engineering Contractor) and/or "C-42" (Sanitation System Contractor);

BOARD REPORT

PG. 4 NO. 16-182

- 5) Submit a list of fifteen (15) saddle connections and fifteen (15) house connections at a trenching depth of ten feet or more in the applicable pre-qualification category(ies) completed principally by the company within the last three years. All projects submitted must have been performed in the City of Los Angeles under an "S" permit issued by the City of Los Angeles, Bureau of Engineering (BOE). Each project listing must contain the following information for each item: the title, a brief description of the project, the service date, the client name, and a valid contact reference.

Results of the RFQ Process

Responses were evaluated solely to determine if each responder met the minimum qualifications as stated in the RFQ. The minimum qualifications as set forth in the RFQ determined the responder's knowledge and experience to perform according to the terms and specifications of the resulting contract.

Five responders have submitted responses to the RFQ. Out of the five responders, only one responder, W.A. Rasic Construction Co., Inc., has submitted a complete RFQ package. Four of the five responders submitted incomplete RFQ packages. The deficiencies in the responses for three of those four firms may be waived based on the following reasons:

- 1) Colich & Sons L.P., is missing one signature on the Childcare Form D (Form). The contractor has one signature on the Form when the Form requires two signatures on the two original submitted copies of the proposal. The second signature on the Form does not change the intent or purpose of the form requirement. The contractor will be requested to re-submit the Form with the second signature before the contract may be executed.
- 2) Mike Prlich and Sons, Inc., has signed the Non-Collusion Form G (page 101 of the RFQ); however, it is missing a Notary stamp and signature on the Non-Collusion Form G. The contractor must have the Non-Collusion Form G notarized before the contract may be executed.
- 3) Vasilj, Inc., signed only one of the two original copies of the Business Inclusion Program (BIP) Schedule A (page 77 of the RFQ) and the Contract Responsibility Ordinance (CRO) (page 89 of the RFQ) forms (Forms). The contractor will be requested to sign the two Forms to complete the second RFQ package. The contractor has signed the Non-Collusion Form G (page 101 of the RFQ); however, it is missing a Notary stamp and signature on the Non-Collusion Form G. The contractor will be requested to have the Forms signed and the Non-Collusion Form G notarized before the contract may be executed.

Waiving the informalities for these three companies would increase competition among the contractors, which would benefit RAP with more competitive bids for critical services in maintaining and expanding the sewer and storm drain infrastructure for RAP facilities. RAP staff recommends that, upon Board approval, the responders be given five business days to rectify these informalities

BOARD REPORT

PG. 5 NO. 16-182

once they have been informed by mail. The forms may be returned to RAP by mail or hand-delivery, and must be received by the fifth day from the date of notification before 3:00 p.m. If the required documentation is not re-submitted by the deadline, the contract award may be automatically cancelled for failure to respond in accordance with the minimum qualifications.

Only one of the five responders, MNR Construction, Inc., submitted their proposal with deficiencies that cannot be waived. The signatures on the Prohibited Contributors (Bidders) City Ethics Commission (CEC) Form 55 (page 63 of the RFQ) and the Form H – Iran Contracting Act of 2010 Compliance Affidavit (Page 101 of the RFQ) are required on the two copies of the proposal at the time of the RFQ submittal.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the four responders, Colich & Sons L.P.; Mike Prlich and Sons, Inc.; Vasilj, Inc.; and W.A. Rasic Construction Co., Inc.; met and/or exceeded the minimum qualifications as set forth in the RFQ.

Once it was determined that the responders had met all of the minimum qualifications, RAP staff verified with the responders' references provided in their respective proposals. Questions were posed regarding both the responder's ability to produce a quality product that met all necessary standards in a timely manner, and if the responder was timely and effective in their correspondence with governing agencies. All of the references for the responders who met the minimum qualifications responded favorably to these questions and highly recommended the respective responder. It is recommended that each of the aforementioned responders should be selected as a Sewer Tie contractor therefore, be eligible to bid on future RAP projects.

All responders must complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and give the subcontractors opportunities to participate in the performance of the City contracts.

We are seeking Board authorization for the Board President and Secretary to execute contracts for each of the four responders, subject to approval by the Mayor and the City Attorney, and by the City Attorney as to form. The selected pre-qualified responders are being recommended to the Board for a three-year contract, in an amount not to exceed an annual expenditure of Five Million Dollars (\$5,000,000.00) per contract, per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources including, but not limited to Proposition A, Quimby, Community Development Block Grant (CDBG), and Proposition 84.

BOARD REPORT

PG. 6 NO. 16-182

FISCAL IMPACT STATEMENT

Executing these as-needed contracts has no impact on the RAP's General Fund as funding will be identified on a per-project basis.

This Report was prepared by Kai Wong, Management Analyst II, reviewed by Noel Williams, Chief Financial Officer, Finance Division.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Sewer Tie Construction, Retrofit, Maintenance and/or Repairs Submittal Verification
- 2) Sewer Tie Construction Contract – Colich & Sons, L.P.
- 3) Sewer Tie Construction Contract – Mike Prlih & Sons, Inc.
- 4) Sewer Tie Construction Contract – Vasilj, Inc.
- 5) Sewer Tie Construction Contract – W.A. Rasic Construction Co., Inc.

CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS
 SEWER TIE CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS
 SUBMITTAL VERIFICATION
 5/20/2016

	Responder Name	Address	Full RFQ Document Submitted (Y/N)	All Forms Submitted Completed (Y/N)	Comments
1	W.A. Rasic Construction Co., Inc.	4150 Long Beach Blvd., Long Beach, CA 90807	Y	Y	Responder qualified for: 1) Sewer Tie Construction, Retrofit, Maintenance and/or Repairs
2	Collich & Sons, L.P.	547 W. 140th Street, Gardena, CA 90248	Y	N	Responder is missing a signature on the Childcare Form D on both original responses submitted. The form requires two signatures. Informality could be waived since there is a signature on the form already.
3	Mike Prlich and Sons, Inc.	5103 Elton Street, Baldwin Park, CA 91706	Y	N	Responder did not have Non-Collusion Form G (p. 101) stamped and signed by the Notary on the two original responses submitted. Informality could be waived. The Non-Collusion Form G been signed by the Responder. Responder will have the form stamped and notarized by Notary.
4	Vaslij, Inc.	15531 Arrow Hwy., Inwindale, CA 91706	Y	N	Responder did not sign the Business Inclusion Program (BIP) Schedule A (Page 77) and Contract Responsibility Ordinance (CRO) Form (Page 89), Non-Collusion Affidavit Form G (Page 101) stamped but not signed by Notary. Board copy: BIP Schedule A (Page 77) and CRO Form (Page 89) signed. Non-Collusion Affidavit Form G (Page 101) stamped but not signed by Notary. Informality could be waived. 1) One copy of the BIP Schedule A and CRO Form has been signed. Responder will sign the second BIP Schedule A form and the second copy of the CRO Form. 2) The Non-Collusion Form G has been signed by the responder. Responder will have the Non-Collusion Form G stamped and notarized by Notary.
5	MNR Construction, Inc.	5103 Bleecker Street, Baldwin Park, CA 91706	Y	N	Responder did not complete the Prohibited Contributors (Bidders) CEC Form 55 and Form H Iran Contracting Act of 2010 Compliance Affidavit on the two original responses submitted. (CEC Form 55 and Form H Iran Contracting Act of 2010 Compliance Affidavit can't be waived due to City Policy and Ordinance.)

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
COLICH & SONS, L.P.
FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR
REPAIRS

This CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Colich, & Sons L.P., hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance, and/or repair services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Colich & Sons L.P., having its principal office located at 547 W. 140th Street, Gardena, CA 90248.

1.2 Representatives

The representatives of the parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Donilo P. Colich, Chief Financial Officer
Colich & Sons L.P.
547 W. 140th Street
Gardena, CA 90248

Telephone Number: (310) 261-4949
Fax Number: (310) 329-2846

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE within five (5) working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of DEPARTMENT (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). DEPARTMENT must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by DEPARTMENT.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Sewer Tie Construction, Retrofit, Maintenance and/or Repair Services include but is not limited to:

- A. Contract administration and construction management
- B. Installation of new sewage line (including sewer connection to Municipal sewer system)
- C. Repair/rehabilitation/extension of an existing sewer line
- D. All inspection services related to Sewer Line inspections
- E. All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (or Designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Five Million Dollars (\$5,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

- 6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original

scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jim Newsom
Finance Division, Contract Administration Section
6335 Woodley Ave, Contract Administration Building
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This CONTRACT and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

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

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

COLICH & SONS, L.P.

By _____
CHIEF FINANCIAL OFFICER

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
MIKE PRlich AND SONS, INC.

**FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR
REPAIRS**

This CONTRACT is made and entered into this _____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Mike Prlich and Sons, Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372, finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance and/or repair services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Mike Pritch and Sons, Inc., having its principal office located at 5103 Elton Street, Baldwin Park, CA 91706.

1.2 Representatives

The representatives of the parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Michael Prlich, President
Mike Prlich and Sons, Inc.
5103 Elton Street
Baldwin Park, CA 91706

Telephone Number: (626) 813-1700
Fax Number: (626) 813-1700

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to DEPARTMENT personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Sewer Tie Construction, Retrofit, Maintenance and/or Repair Services include but is not limited to:

- A. Contract administration and construction management
- B. Installation of new sewage line (including sewer connection to Municipal sewer system)
- C. Repair/rehabilitation/extension of an existing sewer line
- D. All inspection services related to Sewer Line inspections
- E. All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

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- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (or Designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Five Million Dollars (\$5,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

- 6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies

of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jim Newsom
Finance Division, Contract Administration Section
6335 Woodley Ave, Contract Administration Building
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This CONTRACT and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

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

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

MIKE PRLICH AND SONS, INC.

By _____

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
VASILJ, INC.
FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR
REPAIRS

This CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Vasilj, Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372, finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance, and/or repairs services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Vasilj Inc, having its principal office located at 15531 Arrow Hwy., Irwindale, CA 91706.

1.2 Representatives

The representatives of the parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

John W. Gavigan, Project Manager
Vasilj, Inc.
15531 Arrow Hwy.
Irwindale, CA 91706

Telephone Number: (626) 480-1442
Fax Number: (626) 480-1610

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to DEPARTMENT personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
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- G. The roads and pathways shall be left free of debris at the close of each day's operation.

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- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by DEPARTMENT.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

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SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

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of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

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Department of Recreation and Parks
Attention: Jim Newsom
Finance Division, Contract Administration Section
6335 Woodley Ave, Contract Administration Building
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(Signature Page to Follow)

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

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

VASILJ, INC.

By _____

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____

CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

W.A. RASIC CONSTRUCTION CO., INC.

FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR
REPAIRS

This CONTRACT is made and entered into this ____ day of _____, 20__, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and W.A. Rasic Construction Co., Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance, and/or repair services;

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1.1 Parties

The parties to this CONTRACT are:

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CONTRACTOR – W.A. Rasic Construction Co., Inc., having its principal office located at 4150 Long Beach Blvd., Long Beach, CA 90807.

1.2 Representatives

The representatives of the parties who are authorized to administer this CONTRACT and to whom formal notices, demands and communications will be given for as follows:

RAP's representative will be:

Michael A. Shull, General Manager
Department of Recreation and Parks
221 N. Figueroa St., Suite 350
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I
Department of Recreation and Parks
221 N. Figueroa St., Suite 200
Los Angeles, CA 90012

Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Shane Sato
4150 Long Beach Blvd.
Long Beach, CA 90807

Telephone Number: (310) 864-0278
Fax Number: (562) 928-7339

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this ARTICLE, within five (5) working days of the change.

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CONTRACTOR shall invoice upon completion of job by submitting two (2) copies

of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Jim Newsom
Finance Division, Contract Administration Section
6335 Woodley Ave, Contract Administration Building
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - INCORPORATION OF DOCUMENTS

This CONTRACT and exhibits represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 3/09)

(Signature Page to Follow)

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

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

W.A. RASIC CONSTRUCTION CO., INC.

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MICHAEL N. FEUER
City Attorney

Date: _____

By: _____