

APPROVED
05-04-2016

BOARD OF RECREATION
& PARK COMMISSIONERS

BOARD REPORT

NO. 16-109

DATE May 04, 2016

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS NEEDED ENVIRONMENTAL HEALTH AND SAFETY SERVICES – AWARD OF CONTRACTS

AP Diaz	_____	V. Israel	_____
*R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	<u>NDW</u>



 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Approved ✓ Disapproved _____ Withdrawn _____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 environmental health and safety 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 excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion,

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such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services;

5. Approve the proposed Services Contracts (Contracts), substantially in the form on file in the Board Office, between the City of Los Angeles RAP and the following firms for 1) hazardous materials analysis, surveying, and monitoring category; and/or 2) industrial hygiene services, specifying the terms and conditions for a three (3) year contract, subject to approval of the Mayor and the City Attorney as to form;

Contractors:

- a) Ambient Environmental, Inc.
 - b) A-Tech Consulting, Inc.
 - c) Integrity environmental Consultants, Inc.
 - d) Ninyo & Moore
6. Approve the selection process for the selection of qualified firms;
 7. Direct the Board Secretary to transmit the Contracts to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney for review and approval as to form; and,
 8. Authorize the Board President and Secretary to execute the contracts upon receipt of the necessary approvals.

SUMMARY

RAP requires as-needed environmental health and safety services contracts. Currently, RAP does not have contracts in place to determine if its buildings and other facilities contain asbestos and/or lead-based materials, mold, or other hazardous materials that could expose park patrons and employees to health hazards. Furthermore, RAP does not have contracts in place for oversight and air-monitoring during abatement activities to protect the public and park employees; or for injury and incident investigations, workplace hazard assessments, safety training, and compliance audits.

On September 16, 2015, the Board approved an reissuance of Request for Qualifications (RFQ) for Environmental Health and Safety Services (Report No. 15-210), which was released October 27, 2015. The RFQ allowed responders to submit proposals in one or both of the following two service categories: 1) Hazardous Materials Analysis, Surveying, and Monitoring; and 2) Industrial Hygiene.

The scope of the resulting contracts will include, but are to limited to, comprehensive asbestos and lead surveys; asbestos and lead abatement oversight and monitoring; industrial hygiene assessments for noise, indoor air quality, and mold; health risk assessments; and injury/incident investigations.

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On December 16, 2015, RAP received four proposals in response to the RFQ for Environmental Health and Safety Services as follows:

- 1) Ambient Environmental, Inc.
1464 Sixth Street
Norco, CA 92860
- 2) A-Tech Consulting, Inc.
1748 W. Katella Avenue, Suite 112
Orange, CA 92867
- 3) Integrity Environmental Consultants, Inc.
16 Peppertree
Aliso Viejo, CA 92656
- 4) Ninyo & Moore
475 Goddard, Suite 200
Irvine, CA 92618

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 least one of the two minimum requirements listed further below:

- 1) Provide a brief (maximum of three [3] pages) statement of the firm's general background information related to conducting environmental health and safety services, including at least ten (10) years of performing hazardous materials analysis, surveying and environmental monitoring work, and/or, industrial hygiene services, 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 (3) 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: Certified Asbestos Consultant and Certified Site Surveillance Technician; Certified Lead Inspector/Assessor, Lead Project Monitor, Lead Project Designer, and Lead Sampling Technician; Certified Mold Consultant; and, Certified Industrial Hygienist and Certified Safety Professional;

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- 5) Submit a list of ten (10) representative projects in the applicable pre-qualification category(ies) completed principally by the company from January 1, 2010 to January 31, 2015. 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.
- Hazardous Materials Analysis, Surveying, and Monitoring: Five (5) asbestos abatement oversight and air monitoring projects and five (5) comprehensive building surveys for both asbestos-containing and lead-containing projects.
 - Industrial Hygiene: Five (5) industrial hygiene surveys for noise, indoor air quality, and mold and five (5) health risk assessment and injury/incident investigations.

Results of the RFQ Process

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

Four (4) firms have submitted responses to the RFQ. Upon reviewing the responses, staff noticed that the Contract Responsibility Ordinance (CRO) Questionnaire attached to the RFQ was the wrong form. There are two CRO Questionnaire forms: CRO Questionnaire for Personnel Service and CRO Questionnaire for Construction. In order to keep the RFQ legal and fair, staff allowed the four responders to complete the correct CRO Questionnaire form and provided an opportunity to sign documents that require their signatures.

The following responders met the minimum qualifications for Hazardous Materials Analysis, Surveying & Monitoring:

1. Ambient Environmental, Inc.
2. Integrity Environmental Consultants, Inc.

The following responders met the minimum qualifications for Industrial Hygiene Services:

1. Ninyo & Moore

The following responder met the minimum qualifications both for Hazardous Materials Analysis, Surveying & Monitoring, and for Industrial Hygiene Services:

1. A-Tech Consulting Inc.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the above listed responders 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' provided references. Questions were posed regarding both the

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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 our minimum qualifications responded favorably to these questions and highly recommended the respective responder. It is recommended that each of the above listed Responders should be selected as a Health and Safety Services contractor, Industrial Hygiene Services contractor, or both, and therefore, be eligible to bid on future RAP projects.

All responders are to complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and to 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 (4) responders, subject to approval by the City Attorney and Mayor's Office. The selected pre-qualified Responders are being recommended to the Board for a three (3) year contract, in an amount not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) 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.

FISCAL IMPACT STATEMENT

Executing these as-needed contracts have 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.

CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS
 ENVIRONMENTAL HEALTH AND SAFETY SERVICES REBID
 SUBMITTAL VERIFICATION
 3/31/2016

Responder Name	Contact Person	Address	Comments
1 Ambient	Timothy Lane	1464 Sixth Street Norco, CA 92860	Responder qualified for: Survey/Monitoring
2 A-Tech Consulting, Inc.	Robert Williams	1748 W. Katella Avenue, Suite 112 Orange, CA 92867	Responder qualified for: Survey/Monitoring and 2) Industrial Hygiene
3 Integrity Environmental Consultants, Inc.	Massoud Rahdari	16 Peppertree Aliso Viejo, CA 92656	Responder qualified for: Survey/Monitoring
4 Ninyo & Moore	David L. Richter	355 South Grand Avenue, Suite 2450 Los Angeles, CA 90071	Responder qualified for: Industrial Hygiene

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
AMBIENT ENVIRONMENTAL, INC.

FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING
SERVICES ON PUBLIC PARK PROPERTY

This CONTRACT is made and entered into this _____ day of _____, 20___, by and between the City of Los Angeles (hereinafter referred to as CITY), a municipal corporation, Department of Recreation and Parks (hereinafter referred to as RAP), acting by and through its Board of Recreation and Park Commissioners, and Ambient Environmental, 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 Industrial hygiene Services for RAP; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring 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, CITY, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for RAP 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, CITY, 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 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; and,

WHEREAS, CITY, 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 RAP to provide as-needed environmental health and safety services;

WHEREAS, CITY, pursuant to Charter Section 1022, 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, CITY 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:

CITY - 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 – Ambient Environmental, Inc., having its principal office located at 1462 Sixth Street, Norco, California 92860.

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 380
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: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Timothy Lane, Project Manager
Ambient Environmental, Inc.
1464 Sixth Street
Norco, California 92860

Telephone Number: (951) 272-4730
Fax Number: (951) 272-4731

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 RAP 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 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's 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:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos-containing and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing
- D. Post-abatement inspections and monitoring

- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP 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 RAP 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 (Environmental Specialist or his/her 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 Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP 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: Paul Davis
Planning, Construction & Maintenance Branch
221 N. Figueroa St., Suite 400
Los Angeles, CA 90012

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. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. RAP may request changes to the content and format of the invoice and supporting documentation at any time. RAP 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__

AMBIENT ENVIRONMENTAL, 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
A-TECH CONSULTING, INC
FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING
AND
INDUSTRIAL HYGIENE SERVICES ON PUBLIC PARK PROPERTY

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 A-Tech Consulting, 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 Hazardous Materials Analysis, Surveying and Monitoring Services and Industrial Hygiene Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring Services Industrial Hygiene 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, pursuant to Charter Section 371(e)(10), 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 environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, 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, 2nd Floor, Los Angeles, California 90012.

CONTRACTOR – A-Tech Consulting, Inc., having its principal office located at 1748 W. Katella Avenue, Suite 112, Orange, CA 92867.

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 380
Los Angeles, CA 90012

With copies to:

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

Telephone Number: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Casandra N. Williams, Chief Executive Officer and Chief Financial Officer
A-Tech Consulting, Inc.
1748 W. Katella Avenue, Suite 112
Orange, CA 92867

Telephone Number: (714) 434-6360
Fax Number: (714) 221-6360

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 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 Department of Recreation and Parks 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:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos- and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing

- D. Post-abatement inspections and monitoring
- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

Industrial Hygiene Services includes but is not limited to:

- A. Perform Personal Protective Equipment (PPE) hazard assessments
- B. Conduct injury and incident investigations
- C. Develop accident reduction programs
- D. Conduct worker safety trainings
- E. Conduct limited and comprehensive safety or compliance audits
- F. Worker exposure and hazard evaluations
- G. Sample collection, laboratory analysis, and data interpretation
- H. Perform industrial hygiene surveys for physical, biological, or chemical hazards
- I. Perform indoor air quality assessments
- J. Provide oversight, clearance sampling, and air monitoring for mold abatement
- K. Conduct air monitoring services for area and personal samples
- L. Perform positive and negative exposure assessments
- M. Conduct health risk assessments
- N. Clearance monitoring and sampling

- O. Prepare hazard communication programs
- P. Prepare and submit documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP 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 RAP 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 (Environmental Specialist or his/her 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 Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP 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: Paul Davis
Planning Construction & Maintenance Branch
221 N. Figueroa St., 4th floor
Los Angeles, CA 90012

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. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. RAP may request changes to the content and format of the invoice and supporting documentation at any time. RAP 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__

A-TECH CONSULTING, INC

By _____

By _____
SECRETARY

Approved as to Form:

MIKE FEUER
City Attorney

Date: _____

By: _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
INTEGRITY ENVIRONMENTAL CONSULTANTS, INC
FOR HAZARDOUS MATERIALS ANALYSIS, SURVEYING AND MONITORING
SERVICES ON PUBLIC PARK PROPERTY

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 Integrity Environmental Consultants, 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 Hazardous Materials Analysis, Surveying and Monitoring Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Hazardous Materials Analysis, Surveying and Monitoring 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, pursuant to Charter Section 371(e)(10), 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 environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, 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 350, Los Angeles, California, 90012.

CONTRACTOR – Integrity Environmental Consultants, Inc., having its principal office located at 16 Peppertree, Aliso Viejo, CA 92656.

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 380
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: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Massoud Rahdari, Principal
Integrity Environmental Consultants, Inc.
16 Peppertree
Aliso Viejo, CA 92656

Telephone Number: (949) 586-1414
Fax Number: (949) 586-5922

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 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 Department of Recreation and Parks 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:

Hazardous Materials Analysis, Surveying and Monitoring Services includes but is not limited to:

- A. Contract administration and construction management
- B. Limited and comprehensive site surveillances, building inspections, and assessments for asbestos- and lead-containing materials and other hazardous materials
- C. Asbestos and lead abatement project design and oversight, including air monitoring and clearance testing
- D. Post-abatement inspections and monitoring

- E. Development of Procedure 5 plans and other hazardous materials emergency response measures
- F. Sample collection, laboratory analysis, and data interpretation
- G. Preparation of operation and maintenance programs/plans and hazard evaluations
- H. Air monitoring services for area and personal samples
- I. Preparation and submission of documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 RAP personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 RAP 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 RAP 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 (Environmental Specialist or his/her 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 Seven Million Dollars (\$7,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

6.2 CONTRACTOR shall inform RAP 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: Paul Davis
Planning, Construction & Maintenance Branch
221 N. Figueroa St., 4th floor
Los Angeles, CA 90012

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. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. RAP may request changes to the content and format of the invoice and supporting documentation at any time. RAP 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__

INTEGRITY ENVIRONMENTAL
CONSULTANTS, INC.

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

MIKE FEUER
City Attorney

Date: _____

By: _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
NINYO & MOORE
FOR INDUSTRIAL HYGIENE SERVICES ON PUBLIC PARK PROPERTY

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 Ninyo & Moore, 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 Industrial hygiene Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Environmental Health and Safety Services was released on September 16, 2015, and four (4) responses to the RFQ were received on December 16, 2015; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Industrial Hygiene 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, pursuant to Charter Section 371(e)(10), 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 environmental health and safety services;

WHEREAS, RAP, pursuant to Charter Section 1022, 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, 2nd Floor, Los Angeles, California 90012.

CONTRACTOR – Ninyo & Moore, having its principal office located at 475 Goddard, Suite 200, Irvine, California 92618.

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 380
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: (213) 202-2678
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

David Richter, Principal Environmental Scientist
Ninyo & Moore
475 Goddard, Suite 200
Irvine, CA 92618

Telephone Number: (929) 753-7070
Fax Number: (929) 753-7071

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 the 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.
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- 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:

Industrial Hygiene Services includes but is not limited to:

- a. Perform Personal Protective Equipment (PPE) hazard assessments
- b. Conduct injury and incident investigations
- c. Develop accident reduction programs
- d. Conduct worker safety trainings
- e. Conduct limited and comprehensive safety or compliance audits

- f. Worker exposure and hazard evaluations
- g. Sample collection, laboratory analysis, and data interpretation
- h. Perform industrial hygiene surveys for physical, biological, or chemical hazards
- i. Perform indoor air quality assessments
- j. Provide oversight, clearance sampling, and air monitoring for mold abatement
- k. Conduct air monitoring services for area and personal samples
- l. Perform positive and negative exposure assessments
- m. Conduct health risk assessments
- n. Clearance monitoring and sampling
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SECTION 4 - SERVICES TO BE PROVIDED BY RAP

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- 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

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CONTRACTOR shall submit invoices to:

Department of Recreation and Parks
Attention: Paul Davis
Planning Construction & Maintenance Branch
221 N. Figueroa St., 4th floor
Los Angeles, CA 90012

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

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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__

NINYO & MOORE

By _____

By _____
SECRETARY

Approved as to Form:

MIKE FEUER
City Attorney

Date: _____

By: _____