



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 4, 2005

IN REPLY PLEASE
REFER TO FILE: PD-5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
LOCAL GOVERNMENT MATCH GRANT FOR THE
IMPROVEMENT AND REHABILITATION OF THE
FAIRPLEX PARK-AND-RIDE LOT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$100,000 of Local Government Match Program Grant funds from the South Coast Air Quality Management District to partially reimburse the cost to improve and rehabilitate the Fairplex Park-and-Ride Lot.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute the grant agreement with the South Coast Air Quality Management District, substantially similar to the enclosed agreement, and to act as an agent for the County of Los Angeles when conducting business with the South Coast Air Quality Management District and/or the Mobile Source Air Pollution Reduction Review Committee on any and all matters related to this grant including signing any amendments and requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fairplex Park-and-Ride Lot Improvement project will provide constituents with a safe and convenient place to park their cars so that they may commute to work by

carpooling or by using public transportation. The purpose of the Fairplex Park-and-Ride Lot Improvement project is to update and enhance this lot by restriping the asphalt as well as installing new fencing, lighting, landscaping, signage, public phones, emergency call boxes, and other amenities.

Acceptance of this grant from the South Coast Air Quality Management District will augment the County funds required to complete this enhancement project. The project design will begin when the grant agreement has been fully executed. All construction work is scheduled to be completed within 18 months of the execution of the grant agreement.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County Strategic Plan Goal of Service Excellence. The upgrading of this facility will enhance the mobility of patrons in the area, thereby, improving the quality of the service provided to the community.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County's General Fund. The Fairplex Park-and-Ride Improvement project is included in the Fiscal Year 2005-06 Transit Enterprise Fund Budget. The total cost of the project is estimated to be \$421,000. After consideration of the \$100,000 in grant funds, the remaining \$321,000 will be financed from the First Supervisorial District's allocation of Proposition A Local Return Transit funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review. The enclosed grant agreement has been reviewed by County Counsel. The final agreement will be approved as to form by County Counsel prior to their execution by the Director or his designee.

The Honorable Board of Supervisors
August 4, 2005
Page 3

ENVIRONMENTAL DOCUMENTATION

On January 20, 2004, Synopsis 43, your Board found that the Fairplex Park-and-Ride Facility Rehabilitation and Maintenance project is categorically exempt pursuant to Sections 15301 and 15302 of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The rehabilitation of the park-and-ride facility will provide patrons with a safe and convenient place to park, thereby, enabling Public Works to provide an improved level of service to the transit-riding public. The impact to park-and-ride users will be minimal since construction will take place in phases. During each phase, a large portion of the lot will remain available for transit users. Acceptance of this grant will not impact Public Works' current services and/or other projects.

CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

AET:rr

C060100

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Enc.

cc: Chief Administrative Office
County Counsel

**County of Los Angeles Chief Administrative Office
Grant Management Statement for Grants \$100,000 or More**

Department: PUBLIC WORKS		
Grant Project Title and Description		
Fairplex Park-and-Ride Rehabilitation – pavement rehabilitation, replace fencing, add landscaping, and install and/or replace informational signs.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
South Coast Air Quality Management District	Local Government Match Program Contract No. ML04042	N/A
Total Amount of Grant Funding: \$100,000		County Match: \$321,000 (Hard costs only)
Grant Period: 18 Months	Begin Date: Aug. 2005	End Date: January 2007
Number of Personnel Hired Under This Grant: NONE	Full Time: N/A	Part Time: N/A
<u>Obligations Imposed on the County When the Grant Expires</u>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes <input type="checkbox"/>	No <u>N/A</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <input type="checkbox"/>	No <u>N/A</u>
Is the County obligated to continue this program after the grant expires?	Yes <input type="checkbox"/>	No <u>N/A</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <input type="checkbox"/>	No <u>N/A</u>
b.) Identify other revenue sources (describe below)		
	Yes <input type="checkbox"/>	No <u>N/A</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <input type="checkbox"/>	No <u>N/A</u>
Impact of additional personnel on existing space:		
Not Applicable		
Other requirements not mentioned above:		
None		

Department Head Signature Donald L. Wolfe Date: 7/26/05



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and County of Los Angeles, Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Avenue, Alhambra, California 91803.

2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated January 13, 2004.

3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.

4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING

- A. PROGRESS REPORTS - A concise *Interim Report* will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report.
- B. FINAL REPORT - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract.

6. TERM - The term of this Contract is for eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 12 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
8. INSURANCE - CONTRACTOR is permissibly self-insured and will maintain self-insurance in accordance with applicable provisions of California law as evidenced by certificate of self-insurance in Attachment 3, herein. CONTRACTOR shall maintain such coverage during the term of this Contract and any extensions thereof. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.
9. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss,

damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

10. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of One Hundred Thousand Dollars (\$100,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
 - South Coast Air Quality Management District
 - 21865 Copley Drive
 - Diamond Bar, CA 91765-4178
 - Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 are completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 are not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the actual amount of AB 2766 Funds utilized in performance of the project is less than the amount described in Attachment 2, the Firm Fixed Price amount reimbursed to CONTRACTOR by AQMD shall not exceed 100% of the actual AB 2766 Fund amount expended for the project.

11. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or

for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

12. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles, Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Attn: John Huang

13. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

14. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30

Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

15. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
16. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
17. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
18. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
19. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
20. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
21. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
22. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
23. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost

expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

24. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

25. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 11A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.

26. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.

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IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Barbara Baird, District Counsel

By:  _____

//MSRC04LocalGovtMatch
July 21, 2004

**Attachment 1
Statement of Work
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML04042**

Project Description

CONTRACTOR will perform pavement rehabilitation, replace fencing, and add landscaping at the Fairplex Park and Ride lot. CONTRACTOR will also install or replace informational signs.

Statement of Work

At the Fairplex Park and Ride lot located at 1810 Gillette Road, Pomona, California, CONTRACTOR shall complete the following tasks as specified below:

Pavement Rehabilitation

Resurface and restripe asphalt parking lot, replacing curbs, vehicle stops, and medians.

Fencing

Remove existing chain link fence and replace with low block wall topped by steel fence.

Landscaping

Remove existing non-native vegetation and replace with native, drought-tolerant vegetation.

Signage

Install/replace directional signs on Interstate 10, State Route 57, and State Route 71 freeways. Replace on-site signs stating lot regulations as necessary. Place signs at the Via Verde lot, at 21302 Via Verde Road, San Dimas, California, to inform users of the availability of the refurbished Fairplex lot when Via Verde is full.

Facility Promotion

Perform public outreach to promote the availability of the refurbished Fairplex Park and Ride lot. In addition to the signs described above, promotion shall include at least three of the following actions:

- Distribute press release to local media and on Public Works' web site
- Provide information on lot improvements to Foothill Transit
- Place advertisement in the Inland Valley Daily Bulletin
- Distribute at least 250 flyers to users of the Via Verde Park and Ride lot

**Attachment 1
Statement of Work - continued
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML04042**

Project Schedule (based on date of Contract execution)

Task	Completion
Remove chain link fence and install perimeter wall	Month 8
Remove non-native plant species and concrete on medians; plant native, drought-tolerant vegetation	Month 8
Resurface and restripe lot.	Month 13
Install signage	Month 17
Repair/Replace curbs and vehicle stops	Month 17
Promote facility	Month 18
Interim Report	Month 9
Final Report & User Survey	Month 18

Hardware: Curbs, vehicle stops, and signs as listed above.

Reports

Interim Report: A concise interim report shall be submitted at the approximate halfway point in the overall project schedule. At a minimum, the interim report should address the following topics: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. An interim report that does not comply will be returned to the CONTRACTOR as inadequate.

Final Report & User Survey: A Final Report shall be submitted by the CONTRACTOR in the format provided by AQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project, including the facility utilization rate following rehabilitation and promotion. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future Park and Ride rehabilitation projects. CONTRACTOR shall also develop a survey for facility users to document the effectiveness of improvements on lot utilization. Following notification of approval of the survey by MSRC staff, CONTRACTOR shall administer survey and include the results with the Final Report.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

none

**Attachment 2
 Payment Schedule
 County of Los Angeles, Department of Public Works
 Hereinafter Referred to as CONTRACTOR
 Contract Number ML04042**

Cost Breakdown

PROJECT COSTS BY TASK	MSRC Costs	Co-Funding	Total Project Costs
Remove chain link fence and install perimeter wall	\$4,961	\$14,039	\$19,000
Remove non-native plant species; plant native, drought-tolerant vegetation	\$21,671	\$61,329	\$83,000
Resurface and restripe lot	\$61,358	\$173,642	\$235,000
Install signage	\$2,611	\$7,389	\$10,000
Repair/Replace curbs and vehicle stops; concrete removal and placement	\$9,399	\$26,601	\$36,000
Administrative costs (includes promotion of facility)	\$0	\$38,000	\$38,000
Totals	\$100,000	\$321,000	\$421,000

CONTRACTOR shall be reimbursed according to the amounts stated following receipt of verification that work is complete. At a minimum, acceptable verification shall consist of:

- photos showing the original conditions (“before”) as well as photos substantiating work completed (“after”); and
- a report signed by a responsible official certifying that the installation, planting, or paving has been completed as described in the Statement of Work and specifying the dates on which the work occurred; and
- invoice(s) from the subcontractor performing the work, or if CONTRACTOR’s employees perform the installation, receipts for purchase of the materials.

Attachment 3
Supporting Documentation
County of Los Angeles, Department of Public Works
Hereinafter Referred to as CONTRACTOR
Contract Number ML04042

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

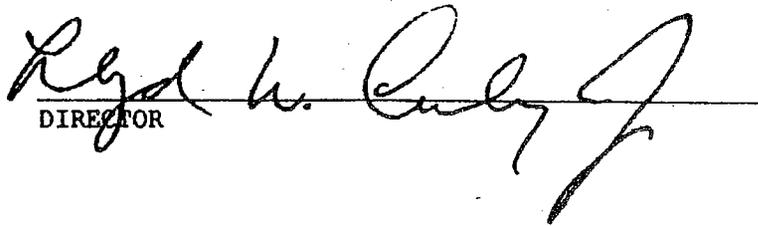
COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

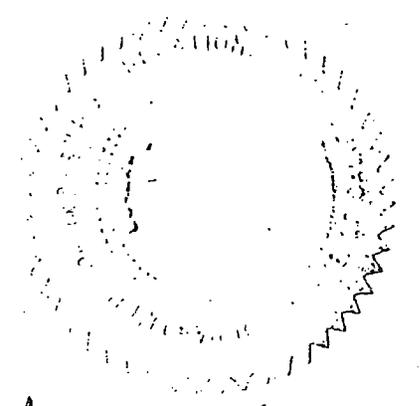
This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



DIRECTOR




MANAGER, SELF-INSURANCE PLANS

SUPERCEDES CERTIFICATE NO. P-0112