

REVISED MEETING AGENDA

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE

Thursday, August 4, 2022 at 8:30 a.m.
Revised to include exhibit for Agenda Item 2.A.

Use this link: <https://us02web.zoom.us/j/84336887831>
or dial (669) 900-6833 to join the meeting
then enter this webinar ID: 843 3688 7831 and press #

LYNN ALVAREZ, CHAIR
JOSEPH HALPER, COMMISSIONER

Staff:

Jimmy Kim, Acting General Manager
Cathie Santo Domingo, Assistant General Manager
Darryl Ford, Superintendent
City Attorney Representative

IN CONFORMITY WITH CALIFORNIA GOVERNMENT CODE SECTION 54953 AND DUE TO CONCERNS OVER COVID-19, THIS TASK FORCE MEETING WILL BE CONDUCTED ENTIRELY TELEPHONICALLY.

EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST USE THIS LINK: <https://us02web.zoom.us/j/84336887831> OR DIAL (669) 900-6833, AND ENTER 843 3688 7831 AND THEN PRESS #. INSTRUCTIONS ON HOW TO SIGN UP FOR PUBLIC COMMENT WILL BE GIVEN TO LISTENERS AT THE START OF THE MEETING. EACH SPEAKER WILL BE GRANTED A MAXIMUM OF TWO MINUTES.

NOTICE TO PAID REPRESENTATIVES - IF YOU ARE COMPENSATED TO MONITOR, ATTEND, OR SPEAK AT THIS MEETING, CITY LAW MAY REQUIRE YOU TO REGISTER AS A LOBBYIST AND REPORT YOUR ACTIVITY. SEE LOS ANGELES MUNICIPAL CODE 48.01 ET SEQ. MORE INFORMATION IS AVAILABLE AT ethics.lacity.org/lobbying. FOR ASSISTANCE, PLEASE CONTACT THE ETHICS COMMISSION AT (213) 978-1960 OR ethics.commission@lacity.org.

1. CALL TO ORDER
2. CURRENT BUSINESS
 - A. Griffith Park - Active Transportation Improvements
Informational Update & Discussion
 - B. Mathews Street Park – “Intersections”
Discussion of Public Art Installation
 - C. VTT-82227-CN – 942 North Broadway
Discussion of Park Fee Recreation Credit
3. PUBLIC COMMENT

Comments by the Public on Matters within Task Force Jurisdiction.

August 4, 2022

4. NEXT MEETING

The next Facility Repair and Maintenance Commission Task Force Meeting is tentatively scheduled telephonically through Zoom for August 18, 2022 at 8:30 a.m..

5. ADJOURNMENT

Additional Information

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Task Force Meetings are allowed to bring tape recorders or camcorders in the Meeting.

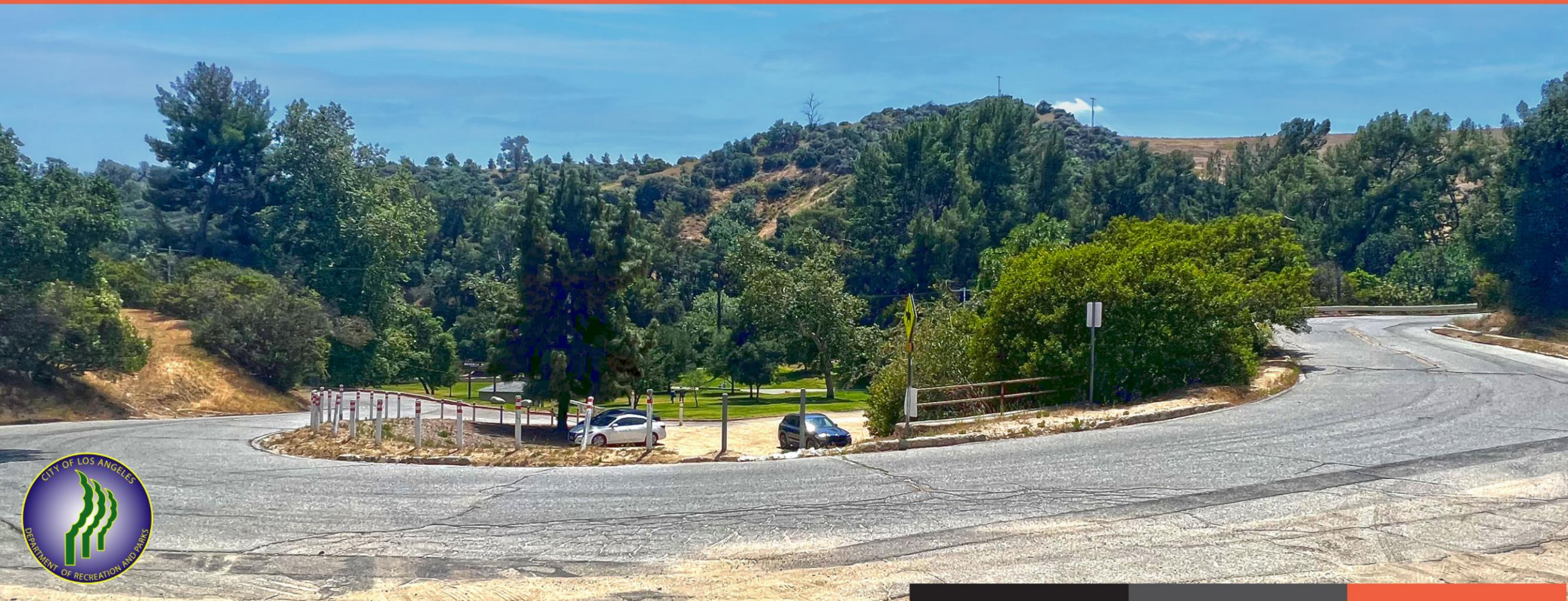
Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Information on Agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the Commission Task Force Agenda may be downloaded from the Department's website at www.laparks.org.



Crystal Springs Drive & Griffith Park Drive Safety and Active Transportation Improvements Project

August 4, 2022



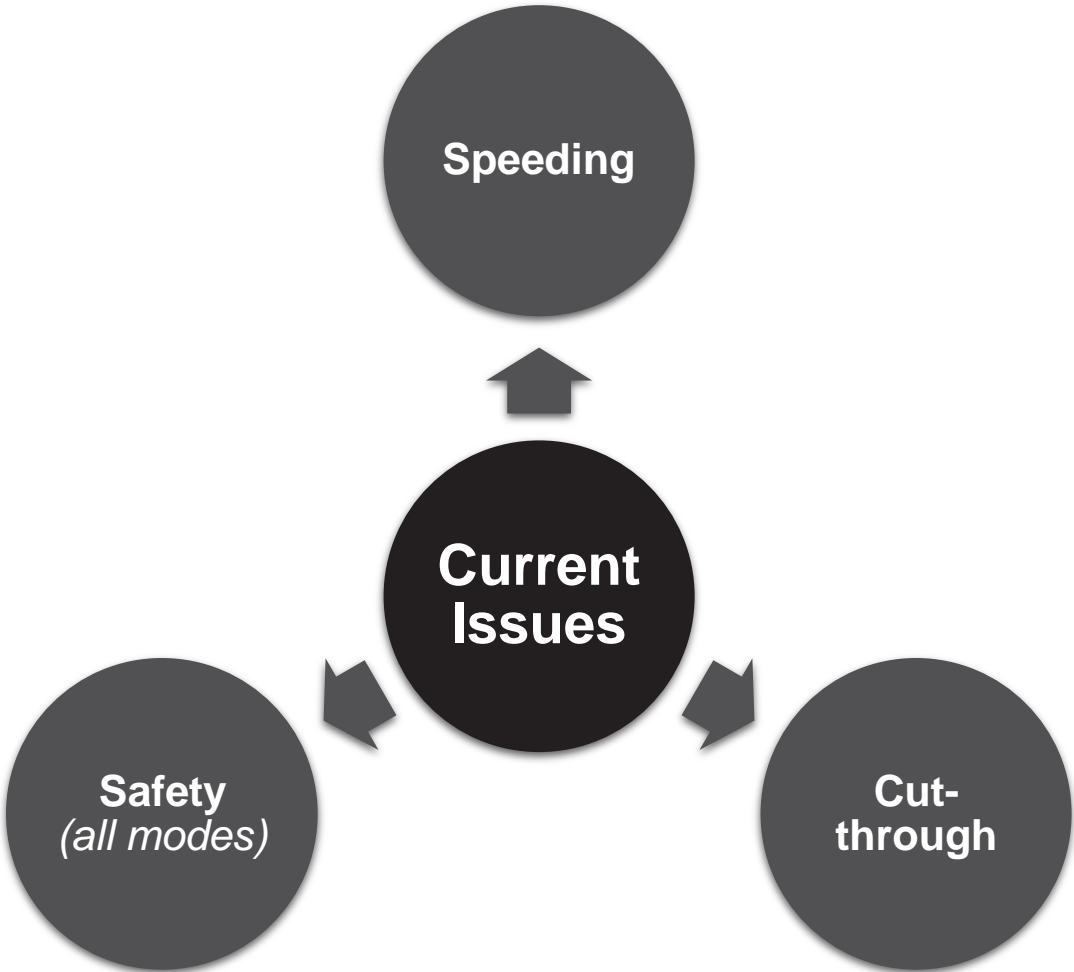


Overview

- Current Issues
- Project Goals
- Study Area
 - Expanded Study Area
- Proposed Improvements
 - Implemented Short-Term Improvements
 - Phasing



Current Issues





Project Goals

1. **Reduce or eliminate cut-through traffic** through Griffith Park
2. **Traffic Calming**
 - Reduce speeds to 25 mph
3. **Upgrade active transportation**
 - Bike and pedestrian facilities with physical separation



Study Area

- Crystal Springs Drive
 - 2.2 miles
 - Jurisdictional Boundary to Los Feliz Blvd
 - 10 marked crosswalks
 - 25 mph posted speed limit
- Griffith Park Drive
 - 2.6 miles
 - Zoo Dr to Crystal Springs Dr
 - 6 marked crosswalks
 - 25 mph posted speed limit



* Potential for Proposition K

**Pre-closure Traffic Data



Study Area

- Crystal Springs Drive
 - 2.2 miles
 - Jurisdictional Boundary to Los Feliz Blvd
 - 10 marked crosswalks
 - 25 mph posted speed limit
- Griffith Park Drive
 - 2.6 miles
 - Zoo Dr to Crystal Springs Dr
 - 6 marked crosswalks
 - 25 mph posted speed limit



* Potential for Proposition K

**Pre-closure Traffic Data



Expanded Study Area

- Zoo Drive/Western Heritage Way
 - 2.3 miles
 - 3 marked crosswalks
 - 25 mph posted speed limit
- LA River Bike Path Connections



* Potential for Proposition K

**Pre-closure Traffic Data



Proposed Improvements

- Short-Term
 - Quick implementation (signing/striping)
- Mid-Term
 - Requires stakeholder/multiple jurisdiction coordination, longer wait time on equipment
- Long-Term
 - Requires extensive design, longer construction period, major roadway improvements



Implemented Short-Term Improvement

- Temporary Griffith Park Drive Closure
 - Pilot Program
 - Addresses Cut-Through Traffic

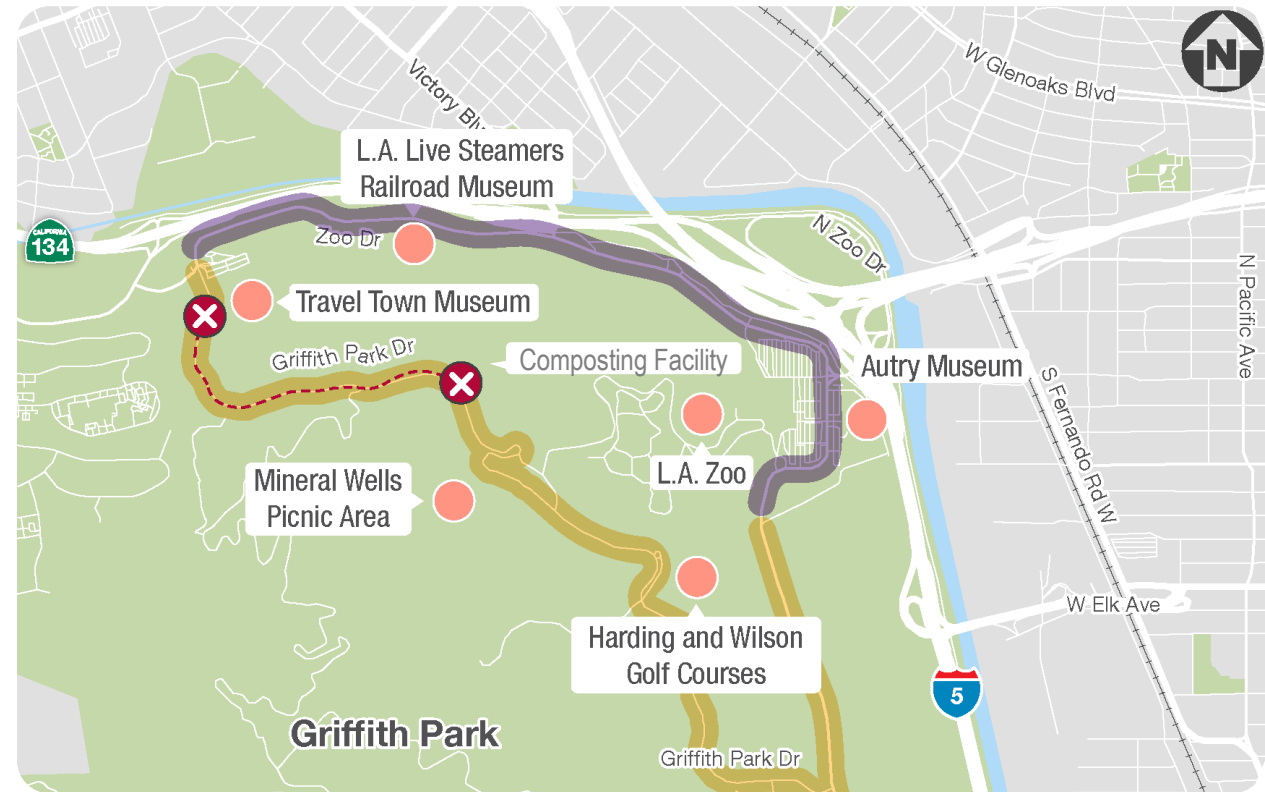




Implemented Short-Term Improvement

- Temporary Griffith Park Drive Closure
 - RAP & CD4 received feedback from more than 100 individuals
 - Majority of the feedback was positive
 - *Most of the positive feedback came from bikers/hikers/equestrians – supporting safer active transportation*
 - *Most of the negative feedback came from drivers – citing lack of access for vehicles; speeding cyclists*

More info on website: [Griffith Park \(laparks.org\)](http://GriffithPark(laparks.org))
Contact Advisory Board: rap-gpab@lacity.org



Phasing

Short-Term

- **Phase 1:** Griffith Park Drive Permanent Closure
- **Phase 2:** Installation of Speed Humps and Radar Speed Feedback Signs
- **Phase 3:** Crystal Springs Drive “Road Buffet”; Zoo Drive Bike Lanes

Mid-Term

- **Phase 4:** Griffith Park Drive Improvements
- **Phase 5:** Crystal Springs Drive “North Segment” Improvements

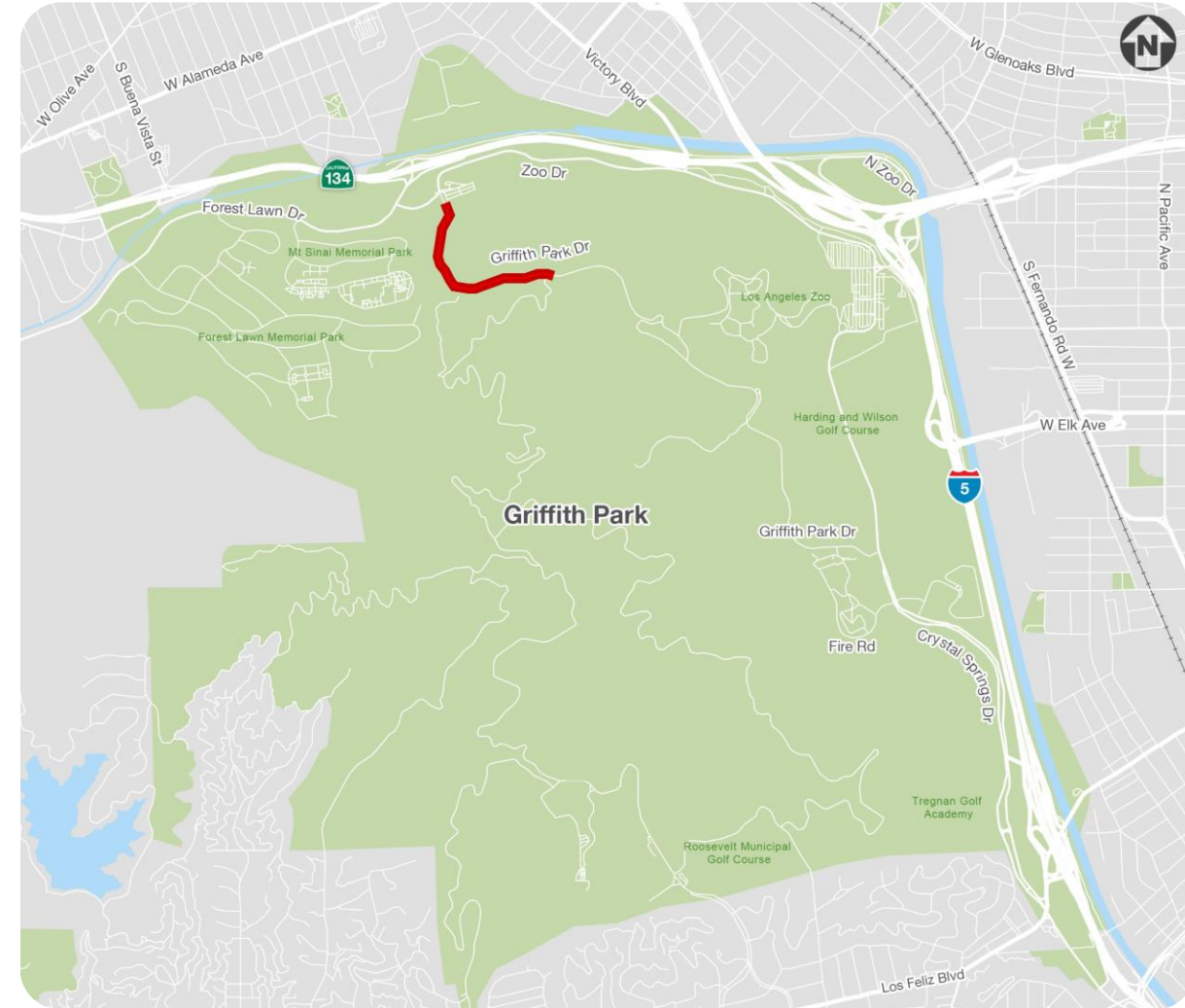
Long-Term

- **Phase 6:** Crystal Springs Drive; Zoo Drive/Western Heritage Way Improvements; Connections to LA River Bike Path



Phase 1 Recommendations – Short-Term

- Griffith Park Drive
 - Install authorized vehicle gates
 - Stripe double yellow centerline
 - Install pavement markings (words)





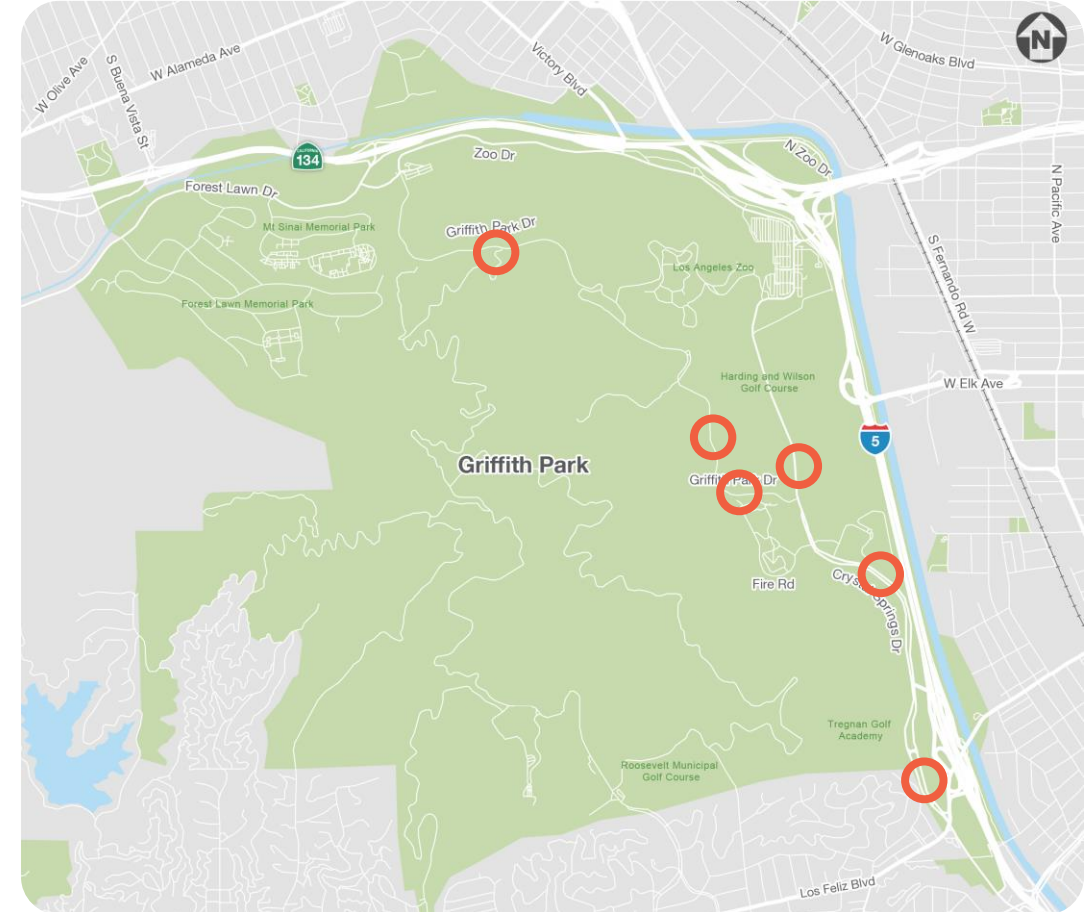
Phase 1 Recommendations – Short-Term





Phase 2 Recommendations – Short-Term

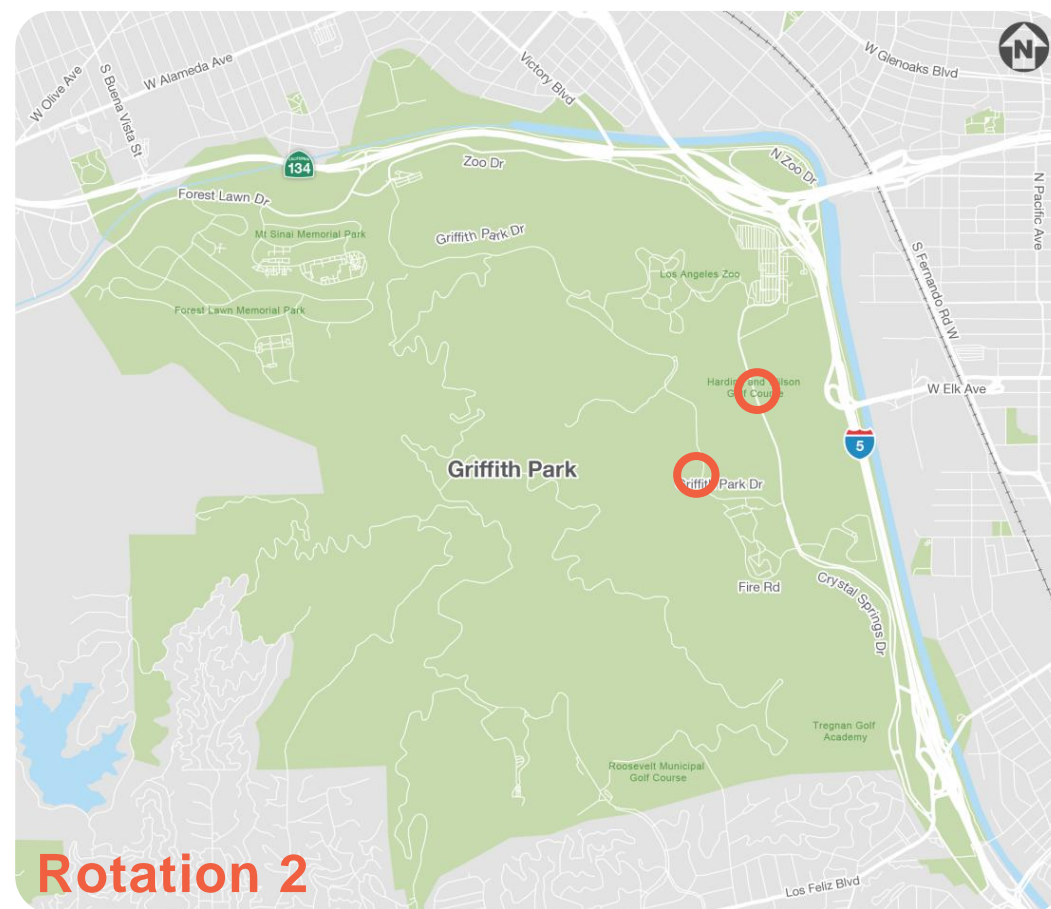
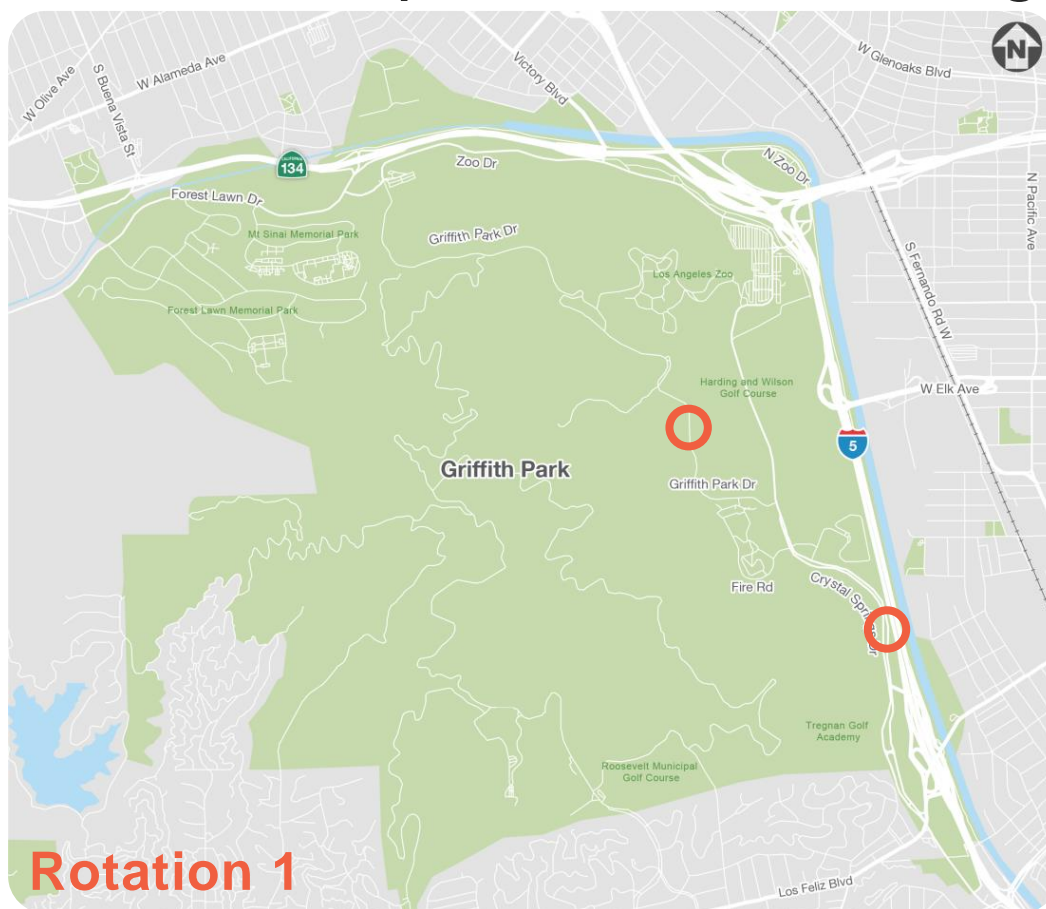
- Phase 2A: Speed Humps





Phase 2 Recommendations – Short-Term

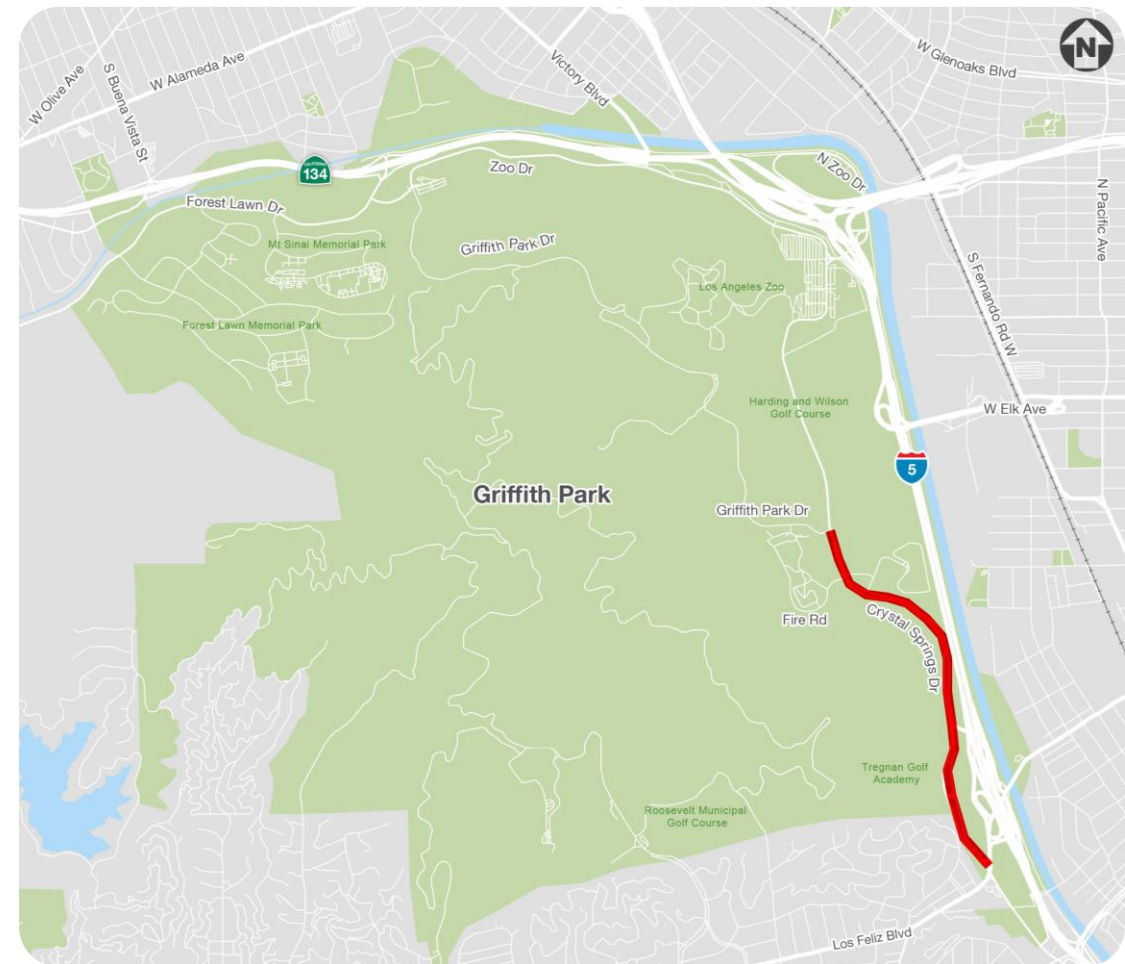
- Phase 2B: Radar Speed Feedback Sign *(rotate locations every 3 months)*





Phase 3 Recommendations – Short-Term

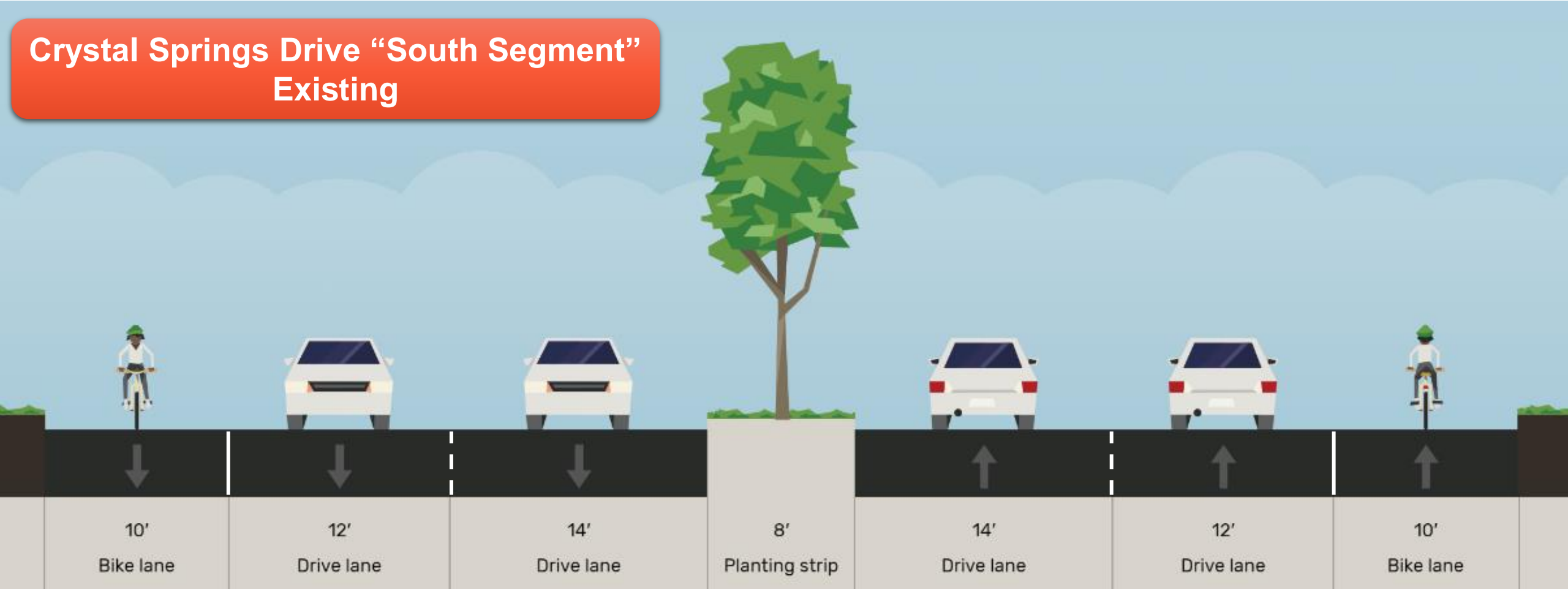
- Crystal Springs Drive
 - Implement road buffet
 - One general purpose lane each direction
 - Wide buffered bicycle and pedestrian lanes
 - Rehabilitate pavement (GPD to Fire Road)
- Zoo Drive
 - Work with partner jurisdictions to extend improvements outside RAP jurisdiction





Phase 3 Recommendations – Short-Term

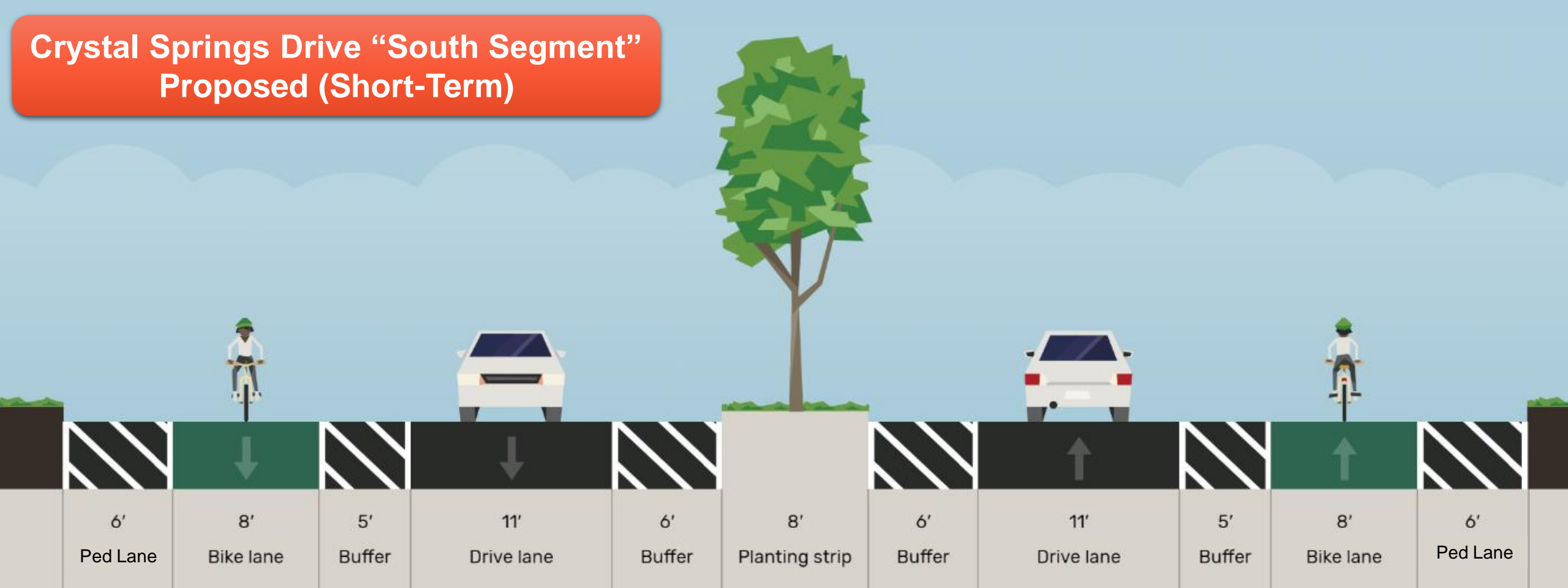
Crystal Springs Drive “South Segment”
Existing





Phase 3 Recommendations – Short-Term

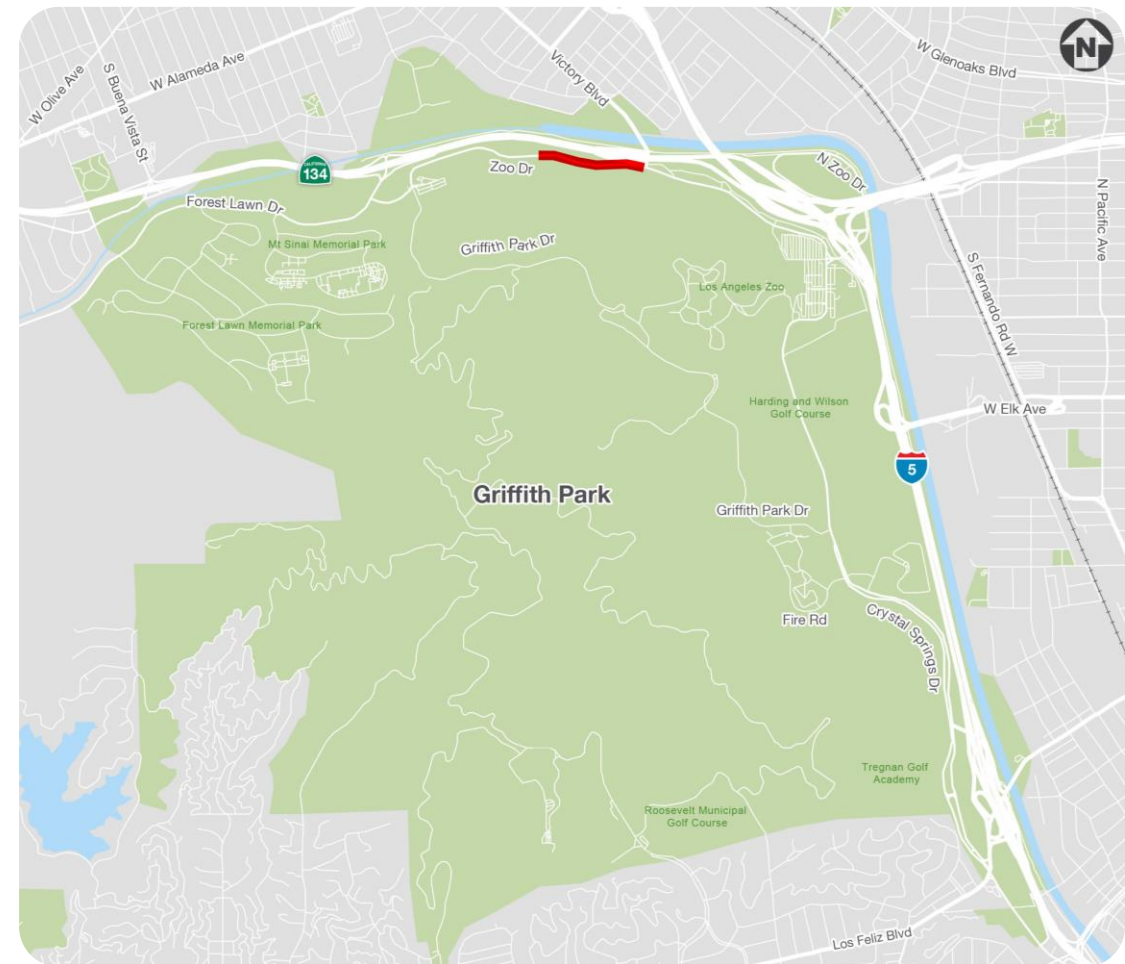
Crystal Springs Drive “South Segment”
Proposed (Short-Term)





Phase 3 Recommendations – Short-Term

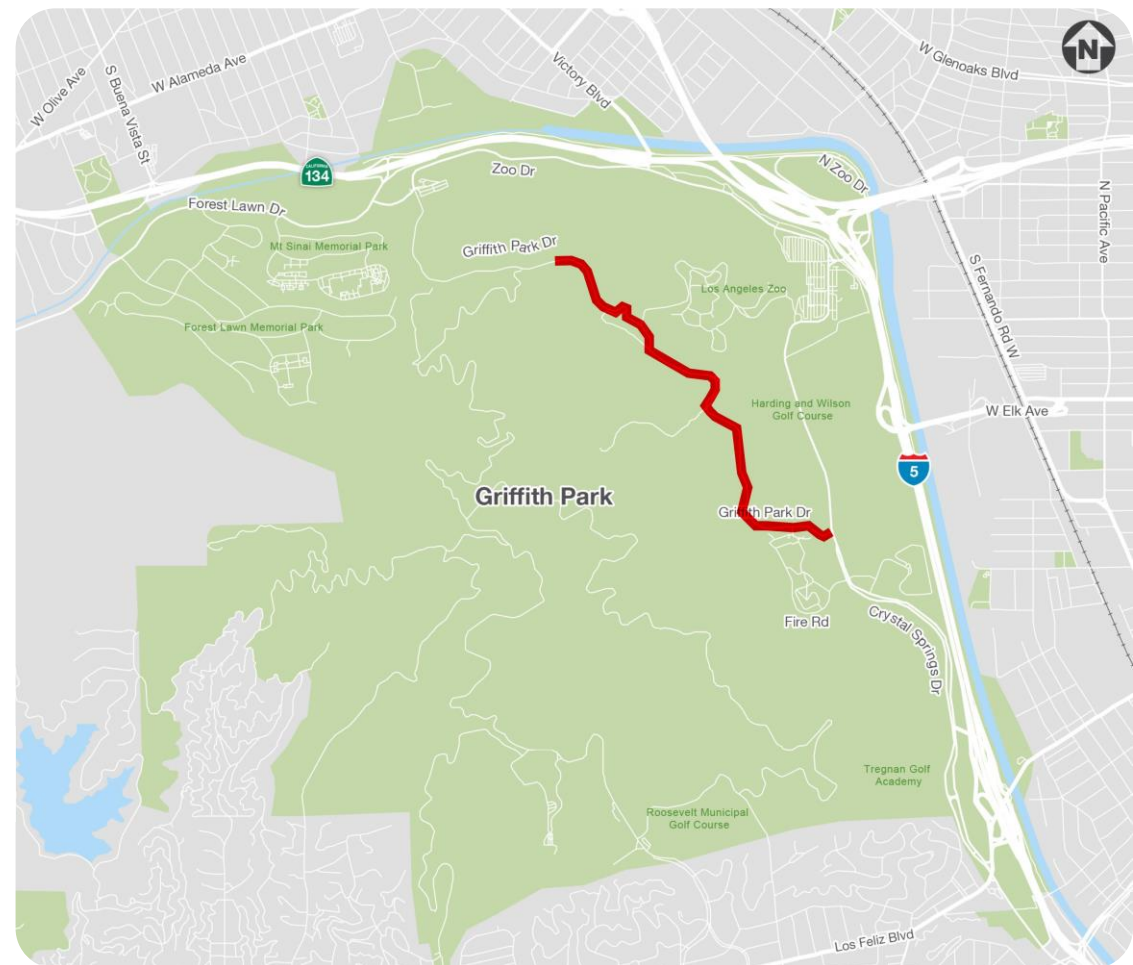
- Crystal Springs Drive
 - Implement road buffet
 - One general purpose lane each direction
 - Wide buffered bicycle and pedestrian lanes
 - Rehabilitate pavement (GPD to Fire Road)
- Zoo Drive
 - Work with partner jurisdictions to extend improvements outside RAP jurisdiction





Phase 4 Recommendations – Mid-Term

- Griffith Park Drive
 - Narrow general-purpose lanes and install bike lanes
 - Option A: Class II bike lanes
 - Option B: Two-way cycle track (AAA)





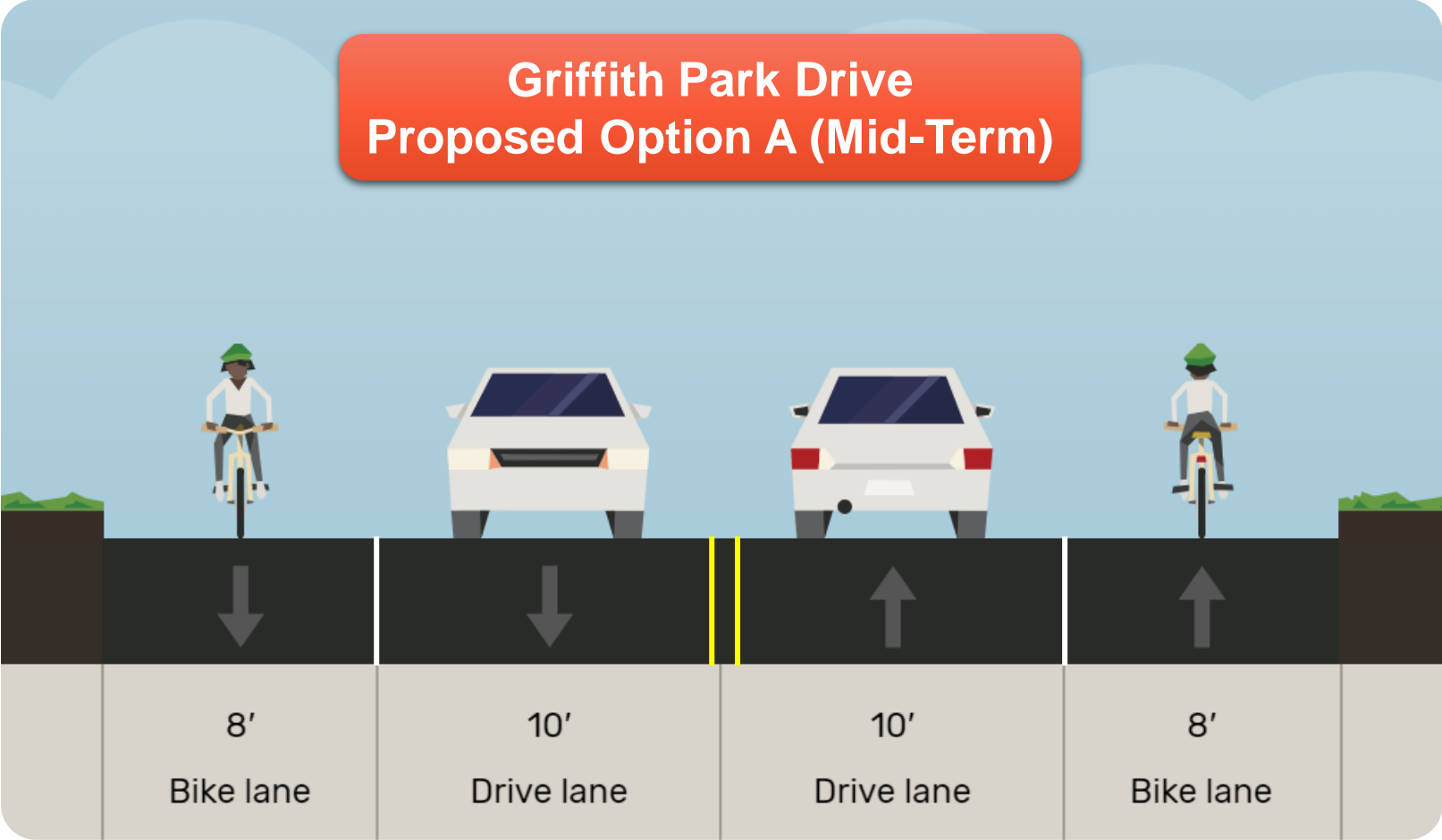
Phase 4 Recommendations – Mid-Term



Created with Streetmix



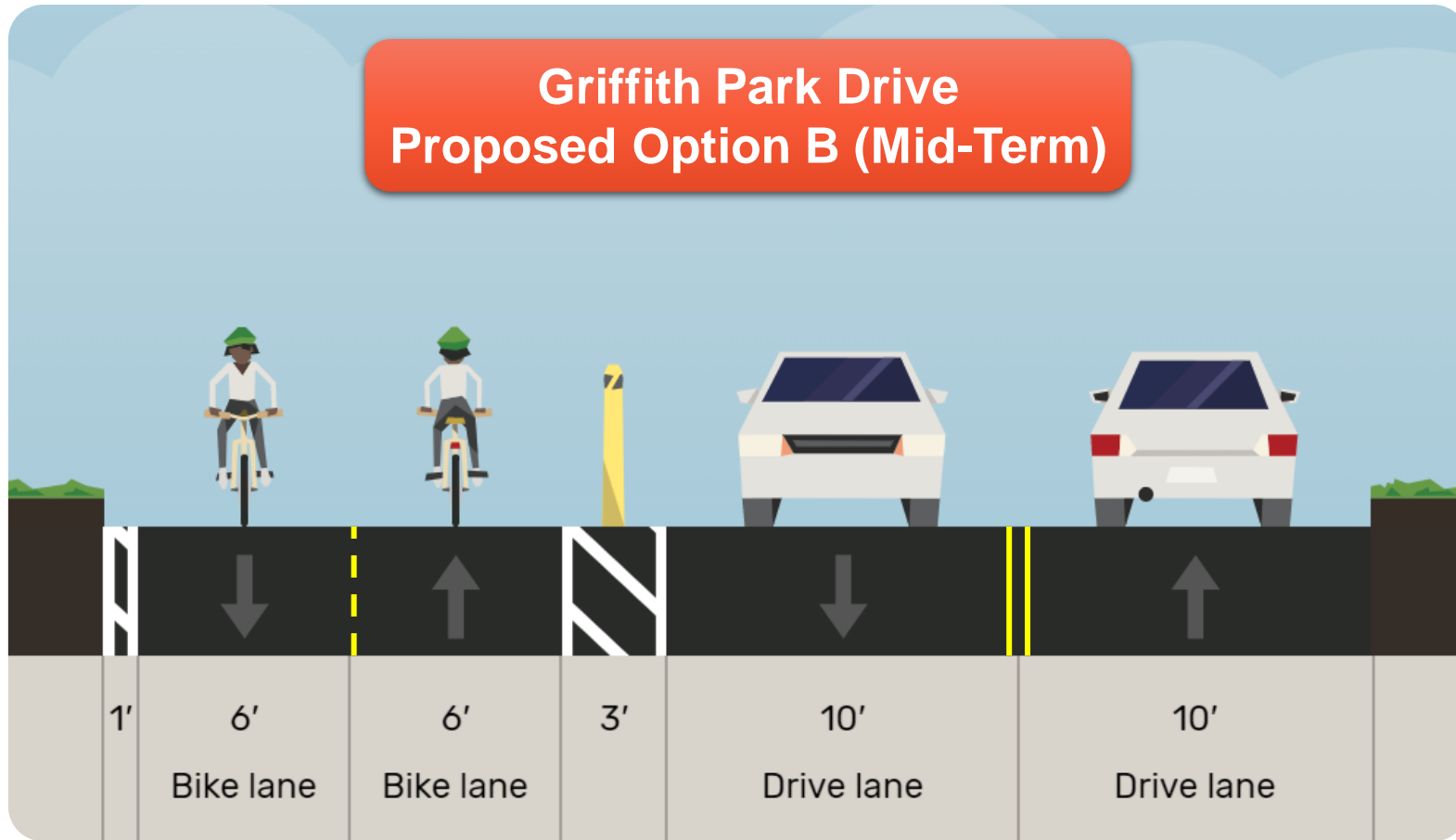
Phase 4 Recommendations – Mid-Term



Created with Streetmix



Phase 4 Recommendations – Mid-Term

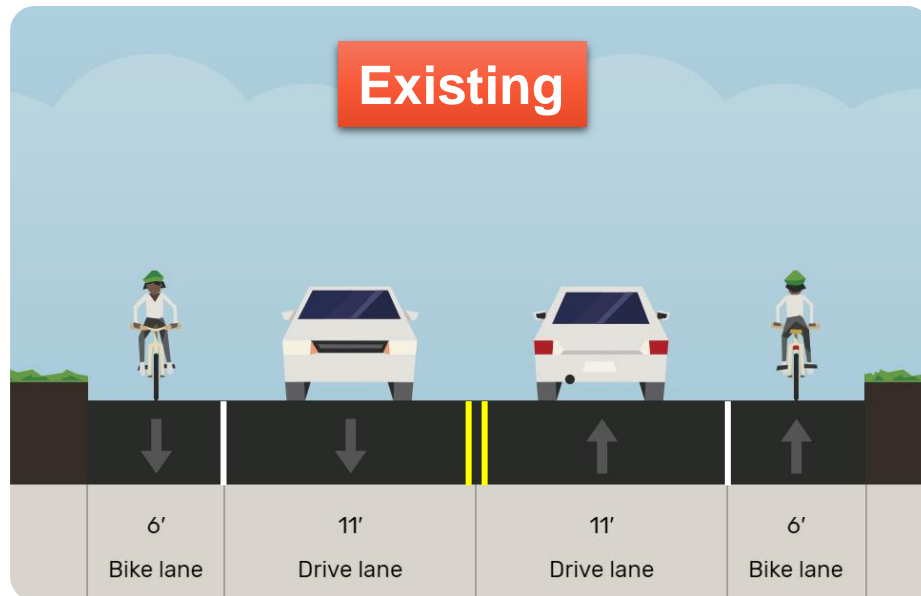


Created with Streetmix

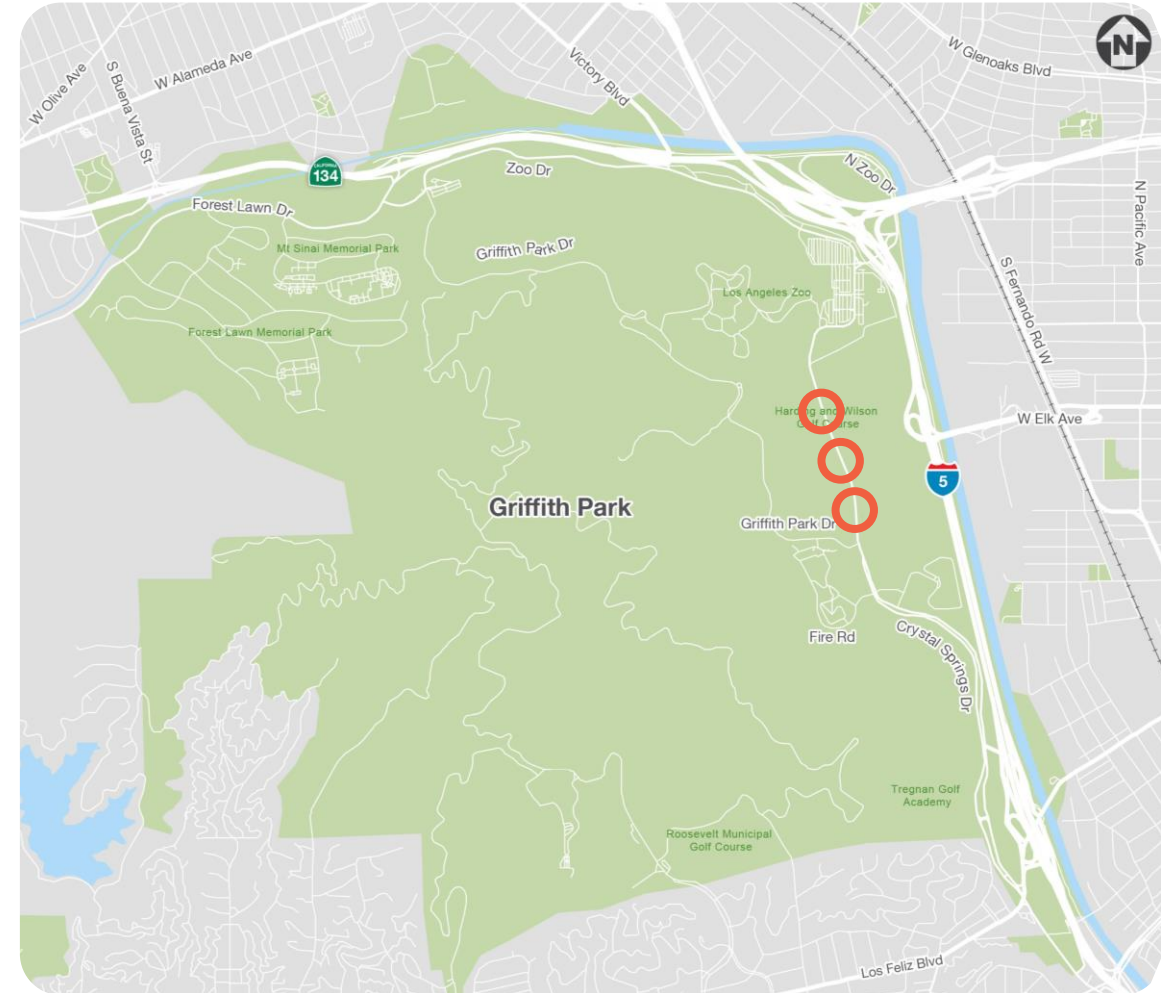


Phase 5 Recommendations – Mid-Term

- Crystal Springs Drive – “North Segment”
 - Install raised crosswalks



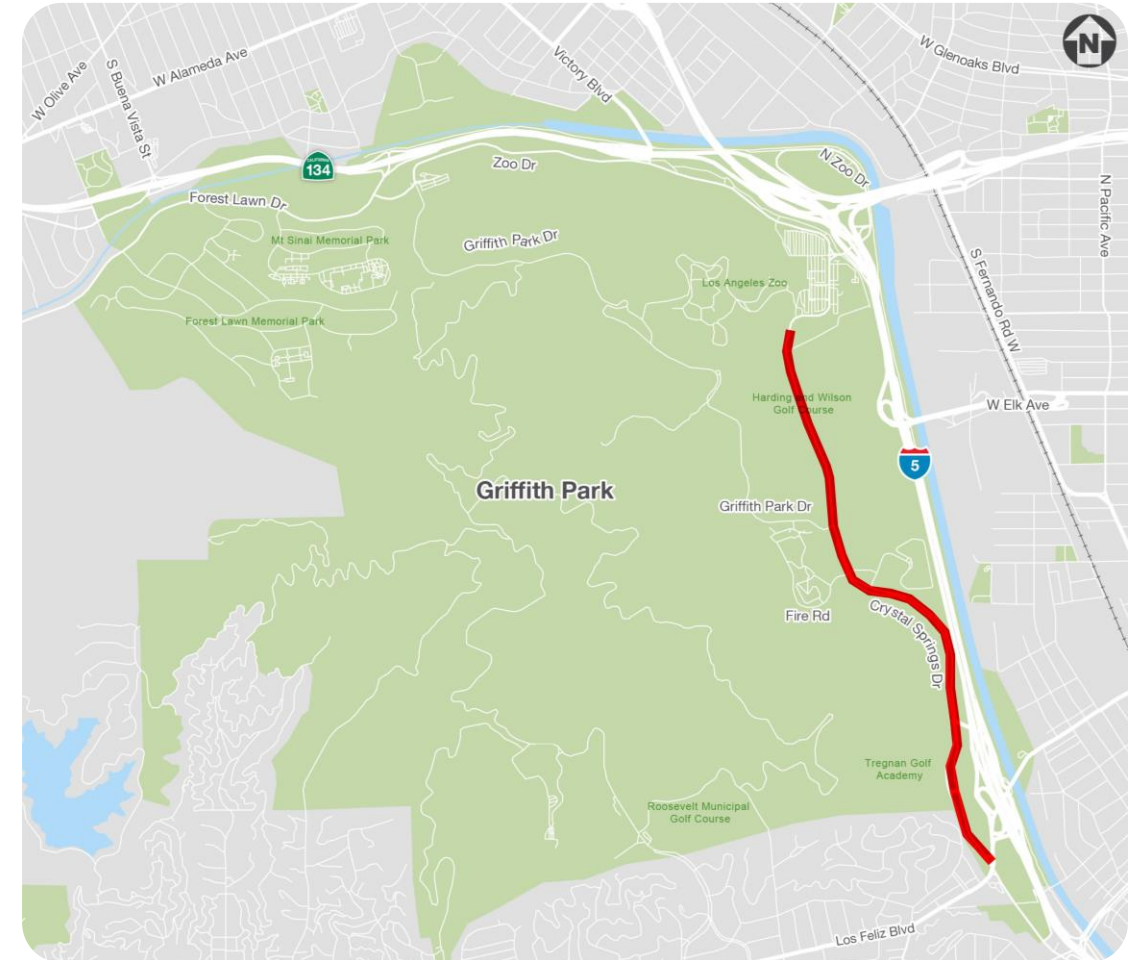
Created with Streetmix





Phase 6 Recommendations – Long-Term

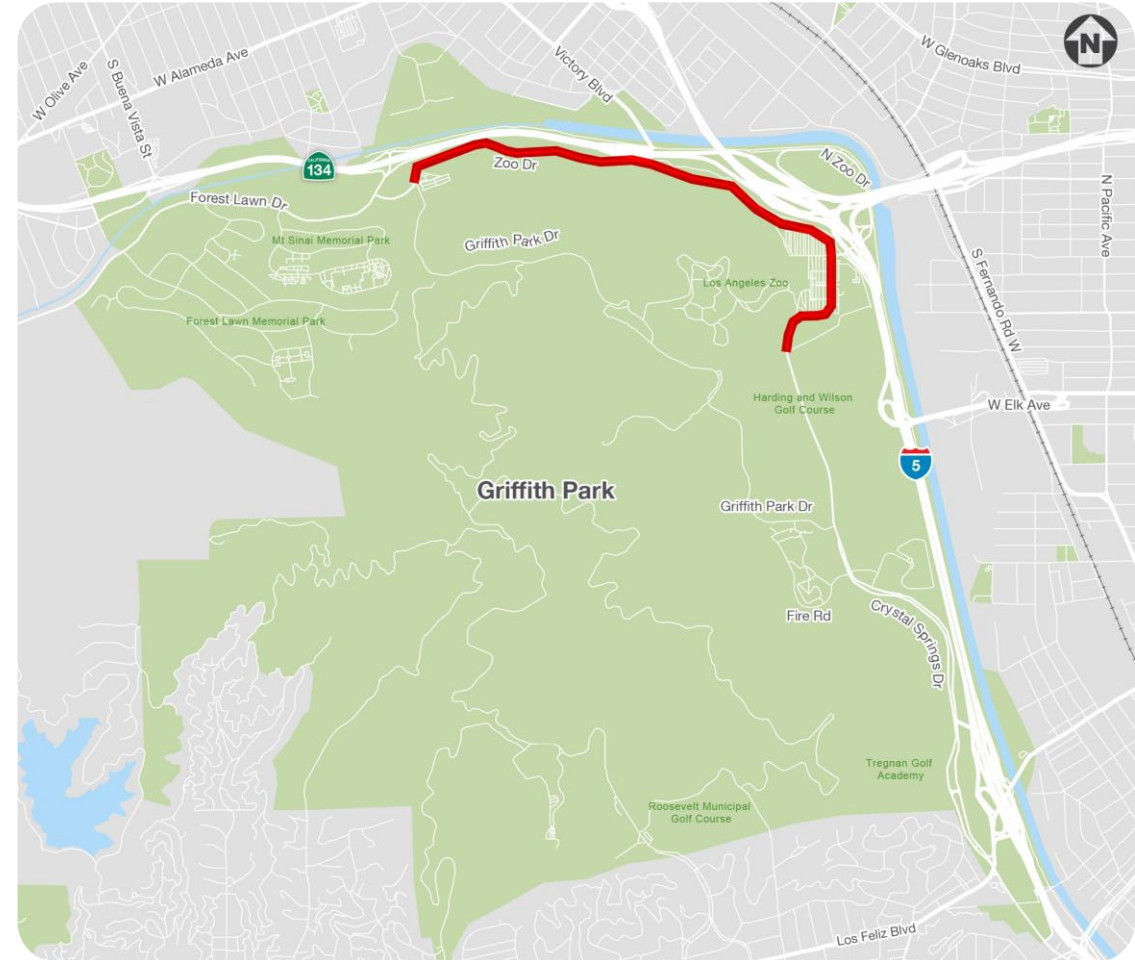
- Active Transportation Improvements
 - Option A: Enhance short-term improvements (bollards, planters, etc.)
 - Option B: Install two-way AAA cycle track
 - Work with LADOT & Caltrans to extend improvements outside RAP jurisdiction
- Improve connections to park





Phase 6 Recommendations – Long-Term

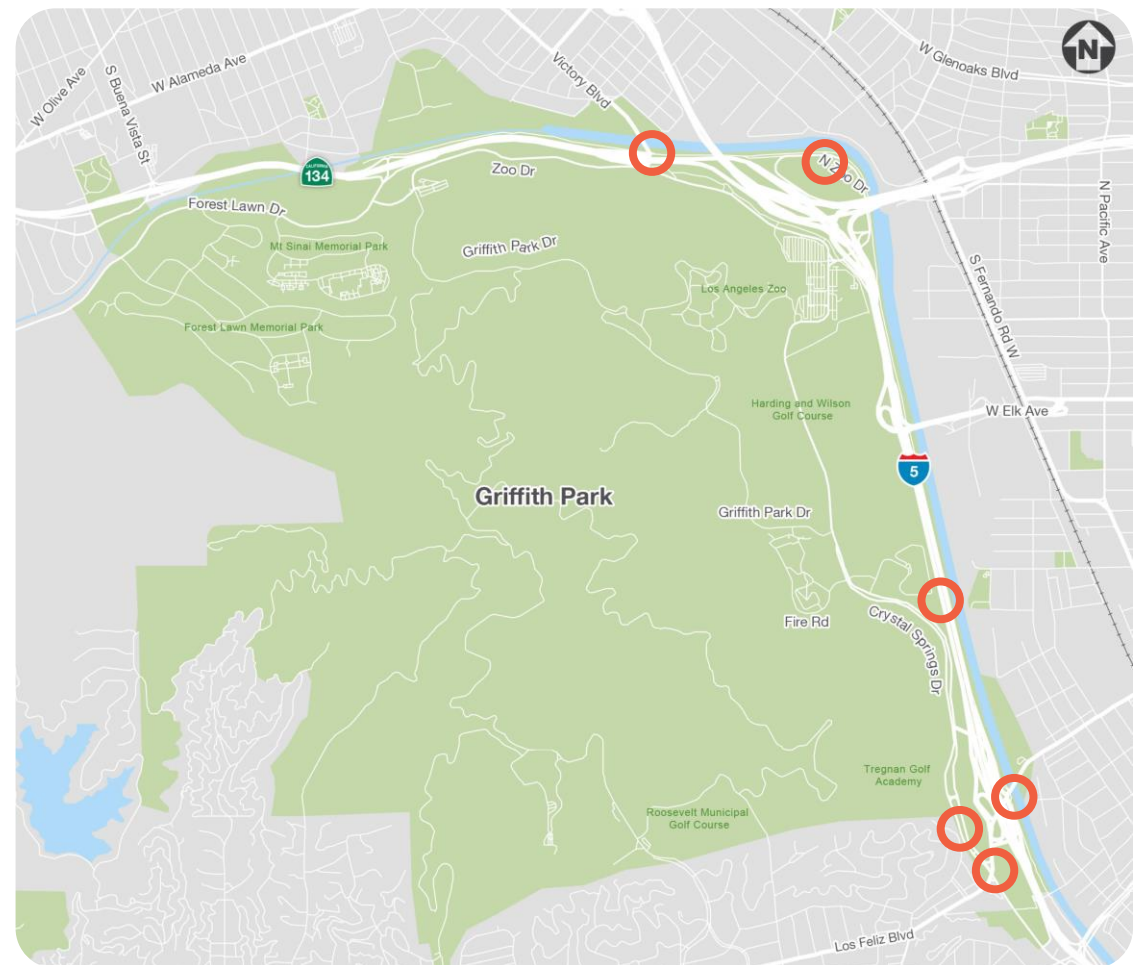
- Active Transportation Improvements
 - Option A: Enhance short-term improvements (bollards, planters, etc.)
 - Option B: Install two-way AAA cycle track
 - Work with LADOT & Caltrans to extend improvements outside RAP jurisdiction
- Improve connections to park





Phase 6 Recommendations – Long-Term

- Active Transportation Improvements
 - Option A: Enhance short-term improvements (bollards, planters, etc.)
 - Option B: Install two-way AAA cycle track
 - Work with LADOT & Caltrans to extend improvements outside RAP jurisdiction
- Improve connections to park





Crystal Springs Drive & Griffith Park Drive Safety and Active Transportation Improvements Project

August 4, 2022

Thank You!



Mathews Street Park – “Intersections” Public Art Installation

Background:

Mathews Street Park (also known as Brooklyn Heights Park) is located at 318 North Mathews Street in the Boyle Heights community of the City. This park, which is currently under construction, is approximately 0.19 acres and will provide a children’s play area, fitness equipment, walking paths, and a plaza for the surrounding community. Due to the amenities this park will provide, it is classified as a Neighborhood Park.

Proposed Art Installation: “Intersections”

The proposed art installation named “Intersections” is an interactive art installation highlighting the diverse history and cultures of Boyle Heights through maps, picture stories, and oral histories from community elders. Colorful titles feature historical sites and people with QR links to their stories and interviews. The installation examines the intersections of the Black, Mexican, Japanese and Jewish communities in Boyle Heights. “Intersections” is funded through the Public Works Improvements Arts Program and will be installed for 25 years.

Artist Selection:

On August 12, 2022, the Department of Cultural Affairs (DCA) issued a Request for Qualifications (RFQ) for artists interested in creating permanent public art for the new Mathews Street Park, which was posted publicly on DCA’s website and emailed to the Public Art Division’s mailing list. DCA received 37 complete applications in September 2021. In January 2022, six artists were chosen by a selection committee to develop their proposals per DCA’s public art process. They

presented their designs to the community via virtual meeting on April 5, 2022. Michael Saijo was awarded the public art commission in May 2022.

Michael Saijo is a Los Angeles native and a long term resident of Boyle Heights with a deep investment in building community. His artwork has been exhibited internationally and featured in prominent publications such as the Los Angeles Times, the New York Times, and New York Magazine. All of the artists that will be supporting Saijo to work on this project are also from the Boyle Heights community.

The concept of Saijo's proposal is based on creating a space that anchors the community with history about the neighborhood with a resource of historical information in a fun, aesthetic, interactive way. The project is composed of two main parts: a large map of Boyle Heights, composed of brass inlay and poured colored concrete, and a sundial that will be situated in the middle of the plaza on a concrete pedestal. Both of these components utilize QR codes that link to oral histories about the Boyle Heights community.

DCA is now seeking RAP's approval for the proposed interactive art installation. A copy of their Public Art Application with project renderings is attached as Exhibit A.

Funding Source:

The approval of this installation will have no impact on RAP's General Fund. The proposed art installation is through the City's Public Works Improvements Arts Program, which mandates that a one percent of the total construction cost is set aside for public art projects. The construction

of Mathews Street Park is being funded by CA State Parks' Proposition 68 Statewide Park Program Grant.

Maintenance:

The will be coated with a two-part water based urethane anti-graffiti coating. The Department of Cultural Affairs is responsible for the long-term care and maintenance of the public artwork created through the Public Works Improvements Arts Program. The artists are contractually required to provide a Maintenance Manual to DCA. The contract is currently being executed. A copy of the unexecuted contract is attached as Exhibit B.

Attachments:

- 1) Exhibit A – Public Art Application with Project Renderings
- 2) Draft Agreement Between the City and Michael Saijo

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Application (Rev. 08/2014)

Date: June 13, 2022

1. Applicant: (Individual name or organization, address, email, telephone):

Department of Cultural Affairs - Martica Stork - 201 N. Figueroa St. #1400, LA 90012 - martica.stork@lacity.org

2. Project Title/Description (attach separate sheet if required):

Intersections: an interactive art installation highlighting the diverse history and cultures of Boyle Heights through maps, picture stories, and oral histories from community elders. Colorful tiles feature historical sites and people with QR links to their stories and interviews. The project examines the intersections of the Black, Mexican, Japanese, and Jewish communities in Boyle Heights.

3. Project Location/Street Address: Mathews Street Park, 318 N. Mathews Street, Boyle Heights

4. Council District of Project Location: CD 14

5. Artist(s) Information (attach separate sheet for multiple entries, if required):

Name: Mike Saijo Address: 2521 Michigan Ave. #5, Los Angeles, CA 90033

Email(s): mike.saijo@gmail.com Telephone(s): 213-359-8746

6. Estimated Cost of Project (Materials, Labor, Insurance, etc.): \$200,000

7. Expected Length of Time for Installation: 4 weeks

8. Expected Lifespan of Project: (3 years, 5 years, 7 years, other,) 10 year maximum: 25 years

9. Who will be responsible for maintaining the project during its lifespan? (attach separate sheet if required)

Name: City of Los Angeles Address: 201 N. Figueroa St. #1400, LA 90012

Email: pad@lacity.org Telephone: _____

10. Do you have a signed contract with the artist regarding the proposed project? Y or N^x
The contract is currently being executed. A copy of the unsigned contract is attached.

11. Do you have a signed contract with the artist addressing the duration the project will remain in place, project maintenance, and/or removal of the project from park property? Y or N^x
See above answer.

12. If "Yes" to either of 10 or 11 above, please attach one (1) copy of each contract.

13. See "Required Documentation" sheet for additional information and requirements.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

Planning, Construction, and Maintenance Branch

Public Art Proposal Required Documentation (Rev. 08/2014)

All requested items and copies of requested documents must be submitted to RAP before an application can be processed and scheduled for an initial review.

- A. Application Form;
- B. Artist(s) Resume(s) – please be sure the resumes list other past public art projects the artists have done, with descriptions, locations, and dates of each project.
- C. Relevant Press – one review (one page maximum) of the artist’s work or the applicant’s work.
- D. Written Narrative (maximum two pages) – in the order they appear below. Please address and include a description of the following items:
 - 1. Funding Source(s) – Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed.
 - 2. Artist Selection Process – How was the artist selected? How many artists were interviewed/considered?
 - 3. Design – How was it derived?
 - 4. Community Context – How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.
 - 5. Production Process – How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production – the artist, the artist and assistants, or the artist and students?
 - 6. Maintenance – Identify (name, address, email, telephone) the individual who will arrange to have the project cleaned and/or repaired. With what funds and for how long is this maintenance commitment? Describe the process you have developed to maintain the installation over its lifespan. Attach a signed letter or other documentation from the individual responsible for this maintenance commitment indicating his/her acceptance of this responsibility.
 - 7. Agreement Regarding Anti-Graffiti Coating – Application of an anti-graffiti coating is mandatory. Attach a letter or other correspondence showing that an anti-graffiti coating has been arranged.
- E. Detailed Sketch and/or Drawing – Colors and details must be accurately indicated and rendering must be to scale. Indicate the precise area of the park where the project is proposed. Provide a photograph of the proposed location with an overlay of the proposed project at scale. (7 copies)
- F. Color Photographs of the Site and Surroundings – Show adjacent buildings, buildings across the street, and local landmarks that indicate the flavor of the neighborhood. (7 copies)

[SEE ATTACHMENTS]

INTERSECTIONS by Mike Saijo

B. Artist Resume (See attachment)

C. Relevant Press ((N/A)

D. Written Narrative:

1. - Funding Source: Funding for the project were secured through the City's successful CA State Parks' Proposition 68 Statewide Park Program Grant Awards application submitted by the Department of Recreation and Parks

2. - Artist Selection Process:

- In August 12, 2021, DCA issued a Request for Qualifications (RFQ) for artists interested in creating permanent public art for the new Mathews Street Park. The RFQ was posted on BAVN and DCA's website at culturela.org and emailed to DCA's Public Art Division's list of over 7,500 professional artists/teams and other arts professionals. DCA received 37 complete applications from eligible artists/teams by the September 10, 2021 response deadline. A public art selection committee comprised of three independent art professionals, an architect from Rec&Park Department, and a representative of the community was assembled to conduct a multi-level review and evaluation of submittals.
- **In January 2022, DCA invited the highest score six artists selected from our RFQ list to develop proposals for this project per DCA's Public Art process.** The finalists had approximately six weeks to prepare their proposals and were asked to present a public art proposal that included a written concept narrative, visual renderings, an itemized budget inclusive of all design, fabrication and installation costs, and a timeline for fabrication and installation. Each of the six finalists presented their design to the community during a virtual community meeting on April 5, 2022 to get feedback from the community in Boyle Heights.
- The final artists had four weeks to take in consideration the comments of the community I Boyle Heights and refine their proposals.
- In May 2 2022, the same public art selection committee conducted a multi-level review and evaluation of the submittals. Based on the quality, artistic merit, and appropriateness of past work, as well as the professionalism of the research and presentation, Michael Saijo was awarded the public art commission for the new Mathews Street Park.

3. - Design:

The concept is based on creating a space that anchors the community with history about the neighborhood with a resource of historical information in a fun, aesthetic, interactive way.

A Large map of Boyle Heights is represented on the floor with brass inlay and poured colored concrete which serve as a platform for historical sites with a resource of historical information, a collection of local oral histories linked to QR code tiles, and illustrated terra cotta tiles.

In the center of the cultural plaza there is a circular 'structure of time,' a sundial in the middle on a bronze base elevated 36" on a concrete pedestal, The interior of the circular structure is lined with indigenous terra-cotta relief tiles, with impressions of Incan and Mayan culture made from plaster plates. The top of the circular structure consists of colorful tiles with quotes and portraits of elders from the community scribed into tiles with QR codes links in the corner linking to their oral story based on their memory of the people living in Boyle Heights. The outer circumference facing the map is a collection of notable historical sites like Mariachi Plaza, Hollenbeck Park, Evergreen Cemetery, Sears Tower, Otomisan Restaurant, etc. framed with decorative floral and blue Mexican tiles.

4. - Community Contest:

ALL the artists selected to work on this project are from the community of Boyle Heights. Participants contributing their oral histories are former residents. Homeboy Art Academy will also be participating facilitating a workshop to make the artwork to be printed on hexagon tiles to be included in the park.

5. - Production Process:

Mike Saijo will draw 1:1 scale map of the streets and freeway on a large sheet of paper as a template for calculating mosaic tile and metal specs. He will also roll out ceramic tiles and scribe portraits of elder storytellers into the tile, and make art of historical sites to be printed and baked on tile. He will also oversee the production quality.

Aya Morishita, emerging local artist/studio assistant will assist in collecting oral histories from the community and help create the artwork representing sites. She will assist in video production.

Colores De Mexico: The artist will fabricate the colorful glazed 12" tiles, small 3" decorative square tiles, 3"-4" terra cotta tiles for QR code and site markers, and matte blue Malibu tiles.

Heaven (Metal Fabricator) will cut Brass square rods to size, with 1/4" nuts and screws attached to the bottom every 24" to serve as footings to hold it in place while cement is poured. Stainless steel is also cut for freeways with footing attachments. Brass letters for street names will also be secured with footing attachments. Bronze sheet metal is ordered from Brooklyn NY and shipped to Robert Graham's Studio where the base is fabricated, and finally engraved at Caliber Engraving. Heaven will also attach footing to the bottom of the sculpture.

Joseph and Son (Mosaic fabricator): Will create the mosaic of the main sites on the map and top of the circular seating area. Their tile team will be installing ALL tiles on structure and floors.

Jose Ramirez (Tile Fabricator) will facilitate rolling custom terra cotta tiles, applying glazes and making impressions using his molds. All tiles made at his studio will be baked in his kiln.

Art Decal (Art Tile Fabricator) is where artwork and QR codes are printed and baked on tiles.

Andrew Annas (General Contractor) will be pouring colored concrete after the brass is laid down and secured with epoxy resin. Then the pedestal form will be poured and casted.

6. – Maintenance:

The artists are contractually required to provide a Maintenance Manual to the Department of Cultural Affairs. The artwork will be coated with a top of the line two-part water based urethane anti-graffiti coating. The City is responsible for the long-term care and maintenance of public artwork created through the Public Works Improvements Arts Program.

The contract is currently being executed. A copy of the unexecuted contract is attached. The contract describes the City's commitment to maintain the installation over its lifespan,

7. – Agreement Regarding Anti-Graffiti Coating:

(See attachment)

MIKE SAIJO

mike.saijo@gmail.com

www.msaijo.com

Cell 213 359 8746

b.1974

Artist Statement

My name is Mike Saijo, I am a contemporary artist focused on excavating cultural history. Using book pages and historical photos, I explore representation and history, text and image, appropriation and authorship. I am a long-term resident of Boyle Heights with a deep investment in building community. My previous art projects have highlighted the intersection of the Japanese-American, Mexican, and Jewish communities in Boyle Heights, focused on Japanese fishing community from San Pedro, Japanese Gardeners of San Gabriel Valley, and the Nikkei farming community of Orange County. I would love to expand my practice to Santa Maria, and reach a broader audience through art and engagement.

Artist Biography

A native of Los Angeles, Mike Saijo guides his viewers through the complexities of "memory construction": how memories are built, what goes into the creation of memory, and how it is preserved. Saijo touches on themes of loss, entropy, transformation and the unconscious. Influenced, in part, by ancient manuscripts, he reclaims history by re-defining it based on human experience. Saijo transforms objects like books, office supplies, and building materials to construct art with a wide range of subject matter, from mid-century modern architecture, WWII photos, cinema stills, imaginary landscapes and the history of fashion. Saijo cites graffiti and Oshuji-Japanese calligraphy as some of his chief influences, dating back to his first "book piece" made using the pages of a New Testament Bible. His artwork has been exhibited internationally, and at shows in the Tompkins Square Library in New York and at the Museum of Contemporary Art in Los Angeles and recently the J. Paul Getty Museum. Saijo has also been featured in publications such as the Los Angeles Times, the New York Times, and New York Magazine.

Education

1994-1998 Pasadena Art Center College of Design BFA Fine Art / Film

1992-1994 Pasadena City College Pasadena, California Graphics Design / Fine Art

Awards and Honors

2022 LA Cultural Affairs, Public Art for a Park in Boyle Heights

2021 Best Film, Cinema Olympics Film Festival, Tainan, Taiwan

2019 Public Choice Award - CA 101 Redondo Beach, California

2018 1st Place and Public Choice Award - CA 101 Redondo Beach, California

2016 2nd Place and Public Choice Award - CA 101 Redondo Beach, California

2015 AARP Future of Transportation Award, LHS LAUSD, Los Angeles California

2014 Occupy Award, Cal State University Long Beach, Getty Museum, California

2012 Institute for Arts and Olfaction - Research Fellow, Los Angeles, California

2007 Columbia University Medical Center Community Relations, NYC New York

2006 28th Annual Wallworks Juried Competition LA Artcore, LA Brewrey Annex

2006 2nd Annual International Artists Festival in Thailand, Bangkok

2005 Public Art RFQ LAPD Headquarters, LA County Cultural Affair Department

Solo Exhibitions

2022 *Intersections*, BG Gallery, Santa Monica

2021 *QIO Quantum Ocean & Mutant Mountain*, BG Gallery, Santa Monica

2020 *Under the Bridge* with Flora Kao, Maiden LA, Marina Del Rey

2020 *QIO* Pier 2 Art Center Artist Residency Exhibition, Kaohsiung, Taiwan 2018

Spiritual Legacy Project, Akiba Art Lab, Tokyo, Japan

2018 *Spiritual Legacy* LA Art Core Union Center for the Arts

2018 *Portrait Factory* LA Art Show

2017 *Spiritual Legacy Installation*, Union Church of Los Angeles, Los Angeles

2017 *Terminal Island Installation*, USC IGM, Art Gallery, Los Angeles

2016 *Inaka*, Sparc Gallery, South Pasadena
2016 *Inaka*, USC IGM Art Gallery, Los Angeles
2016 *Sophia Gaia*, installation LA Artcore Brewery Annex
2015 *Recent Works* LA Artcore Brewery Annex
2014 *Living Legacy of Ethel Percy Andrus*, USC IGM Art Gallery, Los Angeles
2014 *We Are Spiritual Machines*, Porch Gallery, Ojai California
2014 *Soft Machine: DNA 2* USC IGM Art Gallery, Los Angeles
2013 *Portraits* at Homeboy Industries, Los Angeles
2011 *Soft Machine: DNA* USC IGM Art Gallery Los Angeles
2010 *Dream Deferred* Bleicher Galleries Los Angeles

2009 *One Piece* Bleicher / Golightly Gallery Santa Monica
2008 *3000 Worlds in a Moment*. LA Artcore, Brewery Annex, Los Angeles

2008 *Down By Law*, Julie Rico Gallery, Los Angeles
2007 *Corpus Xeroxysm 4* LA Artcore Brewery Annex, Los Angeles
2006 *Corpus Xeroxysm 3* Tompkins Square Library East Village, NYC
2005 *Corpus Xeroxysm 2* INRI Studios LA
2004 *Corpus Xeroxysm 1* 611 Studio LA

Group Exhibitions

2022 Art Market San Francisco, Prospector, BG Gallery Los Angeles, CA
2022 LA Art Show, Lily, Los Angeles Convention Center, CA
2022 Quaranta, BG Gallery, Santa Monica, Los Angeles, CA
2021 Legends, BG Gallery, Santa Monica, Los Angeles, CA
2021 Black and White, BG Gallery, Santa Monica, Los Angeles, CA
2021 LA Art Show, Prospector, BG Gallery Los Angeles Convention Center
2021 Greyscale Wonderland, BG Gallery, Santa Monica, Los Angeles, CA
2021 California Lite, Curated by Julie Rico, Arcade Project, NYC.
2020 Artists with Beirut Emergency Fund Online Auction
2020 Photo Flux: Unshuttered LA, curated by Jill Moniz, The J Paul Getty Museum
2020 *Art Under the Influence*, Ave 50 Studio, Los Angeles, CA
2020 Greyscale Wonderland, BG Gallery, Santa Monica, Los Angeles, CA

2019 Portrait Factory, BG Gallery Scope Miami, Miami Florida
2019 *PORTAL*, BG Gallery, Santa Monica, CA
2019 *FLOWERS*, USC IGM Art Gallery, Los Angeles, CA
2019 CA 101 Redondo Beach California
2019 *Japanese Artist Group Show*, Loft at Liz Los Angeles, CA
2019 LA ARTShow, *Portrait Factory* BG Gallery Los Angeles Convention Center
2018 KaoshuingPhoto - *Spiritual Legacy Project*, Kaoshuing, Taiwan
2018 *Jene Nete Art Installation* CA 101, Redondo Beach CA
2018 *Pacific Asia Museum Fundraiser Gala* - Pasadena CA
2018. CA 101 Redondo Beach, California
2018 LA ARTShow, *Portrait Factory*Spectrum Gestalt BG Gallery, Los Angeles CA
2017. Anti-Defamation League - *Artworks Fundraiser Exhibition (ADL)*
2017 *Attention to All Persons: Japanese American National Museum (JANM) LA*,
CA 2017 *Ship Building*, LA Yacht Club, San Pedro, CA
2017 *Terminal Island Installation*, CA 101, Redondo Beach
2016 *ELEMENTS*, *Sophia Gaia* installation Loft at Liz's Los Angeles, CA
2015 ADL Artworks Exhibition, Malibu, CA
2015 AES Redondo Beach Power Plant, Redondo Beach, CA
2015 Boyle Heights, LA PLAZA de la Cultura y Artes, Los Angeles, CA
2015 Greyscale Wonderland, Bleicher Gallery, Santa Monica, CA
2015 CUSTOM, Bleicher Gallery, Santa Monica, CA
2014 IDENTITY Snap! Orlando, Orlando, Florida
2014 Living Legacy of Ethel Percy Andrus, Ojai Valley Museum, Ojai, CA

2014 CUSTOM Bleicher Gorman Gallery, Bergamont Station, LA, CA
2014 INTERSECTIONS at the Breed Street Shul. Boyle Heights, California
2014 Diverted Destruction, Loft at Liz's Los Angeles, CA
2014 MOPLA Photography Exhibition at Loft at Liz's. Los Angeles, CA
2013 Ojai Art Festival, Porch Gallery, Ojai, California
2013 ADL ArtWorks Exhibition Curated by Caspar Martin, Pritzker Residence
2013 *GLOWfest*, Bleicher Gallery, Santa Monica
2013 *Nostalgia Bold*, Bleicher Gallery, Santa Monica

2013 Ramajangala University of Technology Rattanakosin
2013 9th Annual International Arts Festival Pho Chan Campus Thanvaburi,
Bangkok 2012 *Yoda's Brain* by Chromatists TCL London / Los Angeles Exchange
Exhibit LA 2012 *Last Exhibition*, Bleicher Gallery, Los Angeles
2012 Flight Gallery, San Antonio, Texas
2012 Opening Exhibition Bleicher Gallery
2010 *Photography Show* The Loft at Liz Los Angeles
2010 *Diverted Destruction* The Loft at Liz Los Angeles
2009 *A Long Long Summer* S1F Gallery Los Angeles
2009 *FRESH Silent Auction* MOCA, Geffen Contemporary Los Angeles
2008 *Human Botany*, Julie Rico Gallery, Downtown Los Angeles
2008 Art LA, De Soto Gallery, Los Angeles
2008 Photo LA, De Soto Gallery Los Angeles

Bibliography

The New York Times

OC Agricultural and Nikkei Heritage Museum's Show Lands National Award White
Hot Magazine

Local teacher, student participate in travelling DNA art exhibit

The Multifaceted Eye: Working to Realize the Dream

We Are Spiritual Machines: The Works of Mike Saijo

Roosevelt's EO on Japanese American internment to go on view in L.A. Mike Saijo:
Remaking the Rules Through Art

ArtCenter College of Design, Dot Magazine

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

ELISSA SCRAFANO
PRESIDENT

THIEN HO
VICE PRESIDENT

EVONNE GALLARDO
CHARMAINE JEFFERSON
RAY JIMENEZ
ERIC PAQUETTE
ROBERT VINSON



ERIC GARCETTI
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400
LOS ANGELES, CA 90012
213.202.5500 TEL
213.202.5513 FAX
culturela.org WEB

DANIELLE BRAZELL
GENERAL MANAGER

July 6, 2022

Department of Recreation and Parks
Planning, Maintenance and Construction

To Whom It May Concern,

The City of Los Angeles requires artwork commissioned through the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract with the City of Los Angeles. As long as proper maintenance is performed on the artwork it should at least 25 years.

The City is responsible for the long-term care and maintenance of public artwork created through its Program, including anti-graffiti protection. Artwork will be coated with a two-part water based urethane anti-graffiti coating.

DCA maintains all artworks and our standard artist contract template for design/fabrication/installation specifies that.

Best regards,

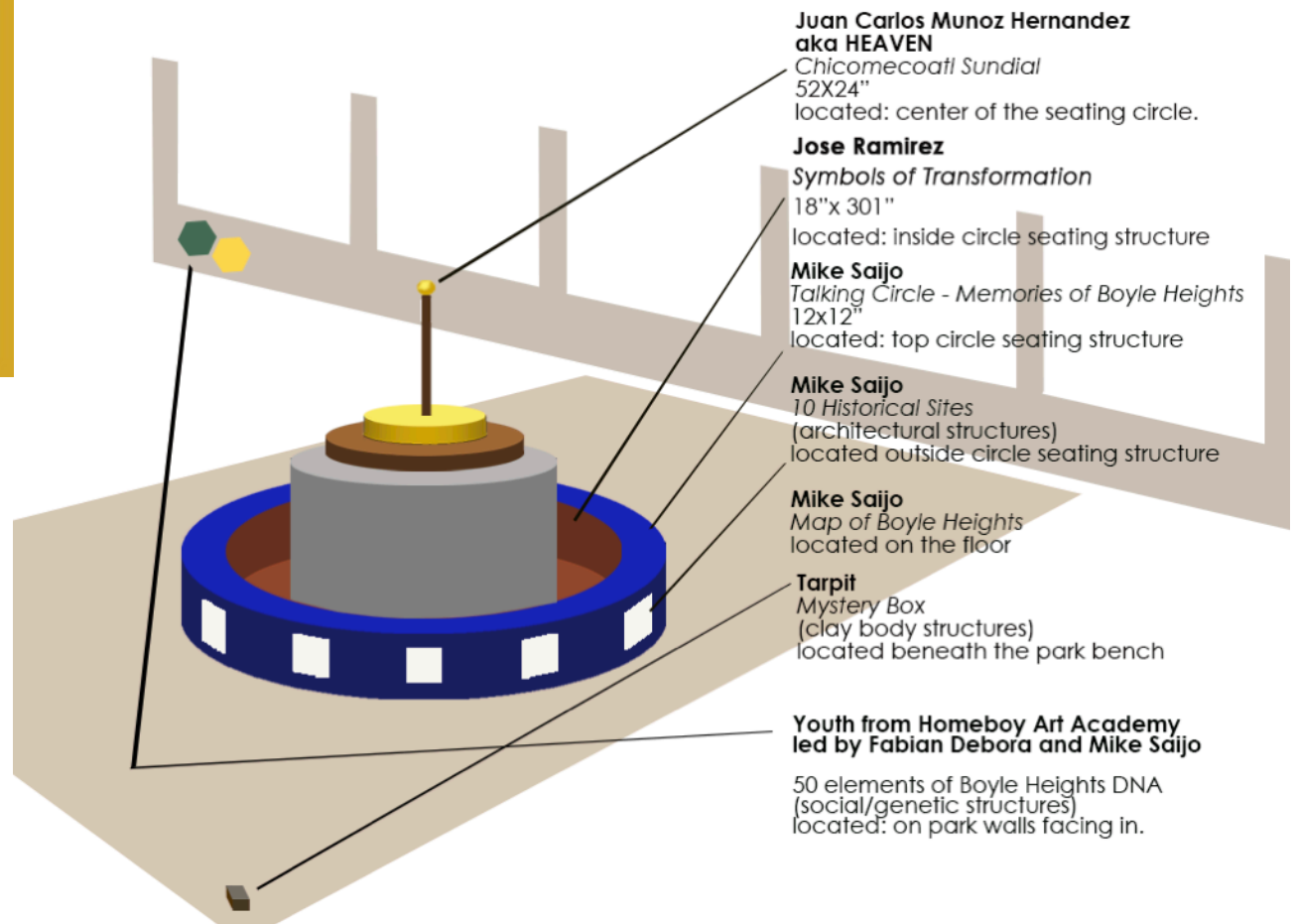
Martica Stork
Program Manager, Public Percent for Art
City of Los Angeles
Department of Cultural Affairs [DCA] Public Art Division





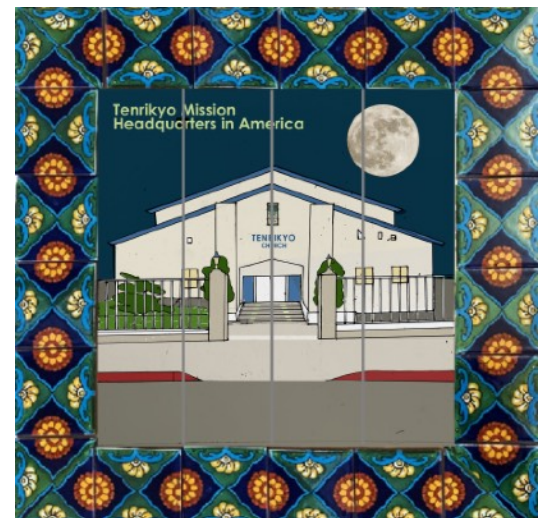
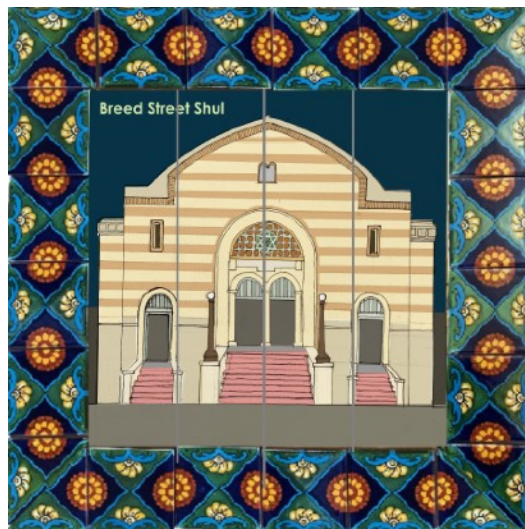
INTERSECTIONS

BY MIKE SAIJO











Satellite View Mosaic Sections:

***Hollenbeck Park
Roosevelt High School
Evergreen Cemetery***



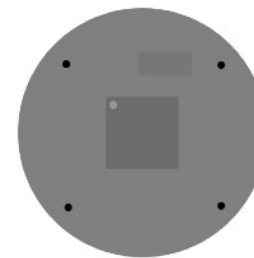
TERRA COTTA RELIEFS TILES
MADE WITH PLASTER PLATE
MOLDS BY JOSE RAMIREZ.



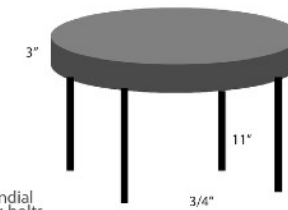


CHICOMECOATL SUNDIAL SCULPTURE

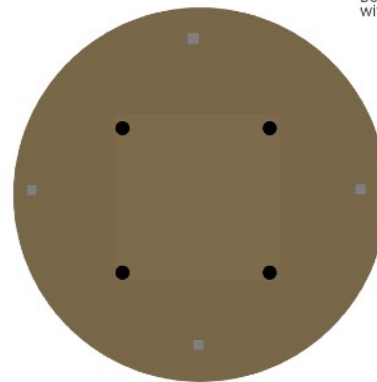
Sundial Base Structure



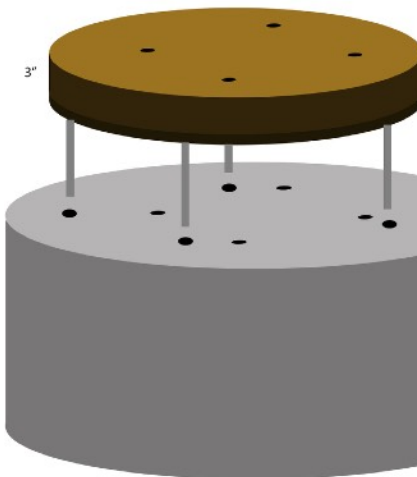
Bottom View of Sundial
with 3/4" x 11" long bolts



24" dia. Aluminum Sundial
approx. 150 lbs



Bottom view of Bronze Base
with (4) holes for 3/4" bolts
and (4) 3/4" x 8" long bolts



36" dia. Bronze Base
approx. 100 lbs.
with reinforcements inside
All holes line up with base

48" dia. Cement Pedes

PHOTOS OF BUILDINGS AROUND THE PARK



PHOTOS OF BUILDINGS AROUND THE PARK



PHOTOS OF BUILDINGS AROUND THE PARK



PHOTOS OF BUILDINGS AROUND THE PARK



PHOTOS OF BUILDINGS AROUND THE PARK



PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND

Michael Saijo

THIS AGREEMENT is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter “CITY”), through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter “DEPARTMENT”), and Michael Saijo (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with CITY’s Public Works Improvements Arts Program (hereinafter “PROGRAM”), implemented and administered by DEPARTMENT, pursuant to CITY’s Administrative Code Section 19.85; and

WHEREAS, CITY authorizes payments to fund public arts projects administered by PROGRAM, including: acquisition or placement of publicly accessible works of art; acquisition or construction of arts or cultural facilities; provision of arts or cultural services; and/or restoration or preservation of existing works of art; and

WHEREAS, to accomplish this purpose, CITY desires to contract with people who possess the necessary knowledge, experience, and professional expertise to execute public arts projects; and

WHEREAS, the Department of Recreation & Parks of CITY (hereinafter “AGENCY”) has allocated funds for the selection, purchase, and placement of a public arts project in compliance with PROGRAM; and

WHEREAS, a shortlist of artists was established based on qualifications of each artist’s skills, talent, and expression, and CONTRACTOR was selected from the established shortlist and asked to develop a proposal for the public arts project (hereinafter “ARTWORK”) at the Mathews Street Park (hereinafter “PROJECT SITE”); and

WHEREAS, CONTRACTOR has been selected by a panel of experts from among the shortlist of artists invited to develop a proposal and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT in public space located at PROJECT SITE; and

WHEREAS, CONTRACTOR has demonstrated the ability to create and design ARTWORK to satisfy the needs identified by DEPARTMENT; and

WHEREAS, CITY wishes to promote and maintain the integrity and clarity of CONTRACTOR’s ideas and statements as represented by ARTWORK; and

WHEREAS, per CITY Charter Section 371(e)(2), the General Manager of DEPARTMENT finds that the services to be performed are of an expert, technical, and special nature, as well as occasional and temporary, and for these reasons, competitive bidding is not practical or advantageous.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this AGREEMENT is to provide CONTRACTOR with a total amount of \$200,000 in funding for the design, fabrication, and installation of ARTWORK at PROJECT SITE, wherein services rendered shall comprise SCOPE OF WORK pursuant to SECTION 4.
- B. CITY and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform the timely performance of their respective obligations pursuant to this AGREEMENT.

SECTION 2. DEFINITIONS

AGENCY—the Department of Recreation and Parks of CITY.

ARTWORK—INTERSECTIONS (2022) is an art installation that examines the intersections of the Black, Mexican, Japanese, and Jewish communities in Boyle Heights.

CITY—the CITY OF LOS ANGELES, a municipal corporation.

COMMISSION—the BOARD OF CULTURAL AFFAIRS COMMISSIONERS of DEPARTMENT of CITY.

CONTRACTOR—Michael Saijo,
2521 Michigan St. #5, Los Angeles, CA 90033

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

MAINTENANCE MANUAL—a comprehensive manual prepared and submitted by CONTRACTOR, detailing all required and suggested maintenance related to ARTWORK, and subject to review and written acceptance by DEPARTMENT and AGENCY.

NOTICE OF FINAL ACCEPTANCE—written notice issued by DEPARTMENT, verifying CONTRACTOR’s completed installation of ARTWORK as specified in WORK PLAN as approved by COMMISSION, subject to CITY’s final inspection and approval of ARTWORK installation.

NOTICE TO PROCEED—written notice issued by DEPARTMENT, authorizing CONTRACTOR to initiate fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate fabrication prior to receipt of such notice.

PROJECT SITE—Mathews Street Park, 318 N. Mathews Street, Los Angeles, CA 90033

RECEIPT OF VERIFICATION—written notice issued by DEPARTMENT, verifying CONTRACTOR has completed fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate transportation or installation of ARTWORK at PROJECT SITE prior to receipt of such notice.

RELEASE OF ALL CLAIMS—a document prepared and provided by CITY, for CONTRACTOR to review, sign, and submit, thereby fully releasing, acquiring, and discharging CITY from all claims, actions, causes of action, demands, damages, costs, expenses, attorney fees, obligations, and/or liabilities related to work performed under this AGREEMENT, applying to all unknown and all unanticipated damages, as well as to injuries and damages now known, disclosed, or anticipated that may result from or arise out of this AGREEMENT, or to the effects or consequences thereof.

SCOPE OF WORK—CONTRACTOR’S RESPONSIBILITIES; TERM, REQUESTS FOR PAYMENT & REMUNERATION; DELIVERY & ACCEPTANCE; MAINTENANCE, REPAIRS & RESTORATION OF THE WORK; and ENGINEERING CONFORMANCE & PROTECTION OF WORK; pursuant to SECTIONS 4; 10; 11; 12; 18; and 25.

WORK PLAN—an established schedule with specific dates and milestones, including an itemized budget, work phases, and meetings for execution and delivery of ARTWORK, prepared by CONTRACTOR in consultation with DEPARTMENT and AGENCY.

WORK PRODUCTS—all materials, tangible or not, created in whatever medium under this AGREEMENT, including without limitation to artworks, audio-visual, reports, drawings and sketches, schematics, marks, logos, graphic designs, and all other intellectual property.

SECTION 3. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Parties to this AGREEMENT:

1. CITY, a municipal corporation, chartered by the STATE OF CALIFORNIA, acting by and through DEPARTMENT.
2. Michael Saijo

B. Representatives of the Parties.

The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representative of CITY, unless otherwise stated in this AGREEMENT, shall be:

Martica Stork, Project Manager, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5544 <Martica.stork@lacity.org>

2. The representative of CONTRACTOR shall be:

Michael Saijo, Artist
318 N. **Mathews Street**, Los Angeles, CA 90033
Michael.saijo@gmail.com

- C. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. CONTRACTOR shall give written notice to CITY detailing any change(s) in the name and/or address of the person designated as the representative of CONTRACTOR for receipt of notices, demands, or communications, within five (5) days of any such change(s).
- E. The relationship of the parties under this AGREEMENT is, and at all times shall remain, solely that of independent contractors to each other. Neither DEPARTMENT nor CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

SCOPE OF WORK contained in this AGREEMENT encompasses the full execution of ARTWORK, including construction documents, feasibility study, engineering, production, fabrication, transportation, inspection, installation, maintenance plan, and presentation to community and approving bodies.

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within sixty (60) days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within sixty (60) days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.

- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 20.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.

- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.
- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 20.

SECTION 5. ADDITIONS & CHANGES IN SCOPE OF WORK

- A. CITY, from time to time, may desire to make changes in the services provided by CONTRACTOR under this AGREEMENT. Such changes may revise portions of SCOPE OF WORK previously completed, delete portions of SCOPE OF WORK not yet performed, require performance of additional work beyond original SCOPE OF WORK, and/or make other changes within SCOPE OF WORK to be performed by CONTRACTOR under this AGREEMENT. An amendment shall not modify the overall purpose of this AGREEMENT. In the event of such a desire for CITY to change SCOPE OF WORK, CONTRACTOR has two options:
 - 1. If CONTRACTOR agrees to CITY's requested change(s) in SCOPE OF WORK, then the parties shall agree in the form of a written amendment to this AGREEMENT that includes specifications for any such change(s), including but not limited to, description(s) of services, budget, payment(s), and/or schedule.
 - 2. If the parties are unable to agree to requested change(s) in SCOPE OF WORK, despite best efforts made in accordance with the process outlined in this AGREEMENT, pursuant to SECTION 26, and no resolution is reached, then DEPARTMENT may terminate this AGREEMENT, pursuant to SECTION 20.
- B. CONTRACTOR shall prepare and submit in writing to CITY, for review and written approval(s), any significant change(s) in the cost, scope, design, color, size, material, and/or texture of ARTWORK not in substantial conformity with CONTRACTOR's original public art project proposal. A significant change is one that affects design, fabrication, installation, schedule, site preparation, and/or maintenance of ARTWORK, and/or CONTRACTOR's concept for ARTWORK. No services requiring additional compensation to CONTRACTOR shall be furnished without prior written authorization by DEPARTMENT and AGENCY in the form of a written amendment to this AGREEMENT.
- C. Upon DEPARTMENT's approval of any such change(s), CONTRACTOR shall submit to CITY any relevant, revised construction drawings for ARTWORK, as well as necessary revised maintenance information related to ARTWORK.

SECTION 6. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.

- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 11, PARAGRAPH B.

SECTION 7. CONTRACT ADMINISTRATION

- A. CONTRACTOR shall not subcontract with any CITY's current or former regular employee(s) throughout the term of this AGREEMENT without prior written authorization by DEPARTMENT. If CONTRACTOR desires to subcontract with any third parties to provide services under this AGREEMENT, CONTRACTOR agrees that all such subcontracts shall be bound by the terms and conditions of this AGREEMENT. DEPARTMENT reserves the right to approve and/or reject any subcontract(s) identified by CONTRACTOR to provide services under this AGREEMENT, wherein CONTRACTOR, upon identifying any such subcontractor, shall promptly notify and request written authorization by DEPARTMENT to procure any such subcontractor(s), prior to entering any subcontract and/or procuring any services from a third party.
- B. DEPARTMENT shall coordinate the services to be provided by CONTRACTOR under this AGREEMENT. DEPARTMENT may delegate administration of the AGREEMENT. Wherever this AGREEMENT requires any notice(s) be given to or by CITY, or any determination(s) and/or actions(s) by made by CITY, DEPARTMENT shall so represent and/or act on behalf of CITY.
- C. CONTRACTOR shall determine the artistic expression, scope, design, color, size, material, and texture of ARTWORK, subject to review and written acceptance by DEPARTMENT, AGENCY, and COMMISSION.

SECTION 8. ADDITIONAL PROVISIONS REFERENCE DOCUMENTS

Herein incorporated by reference to this AGREEMENT are "Standard Provisions for City Contracts (rev. 10/17 v.3)", attached hereto and labeled APPENDIX A.

SECTION 9. WARRANTIES

- A. CONTRACTOR shall guarantee all work to be free from faults of material and/or workmanship for a period of no less than one (1) year after installation, free and clear of any liens from any source whatsoever, and not to require any maintenance substantially in excess of that specified by CONTRACTOR in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as specified in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as installed, and shall not apply to material and/or workmanship of ARTWORK that is integrated and/or combined with material acquired from and/or installed by any person or entity other than CONTRACTOR. CONTRACTOR warrants that ARTWORK shall be fabricated such that neither normal environmental exposure nor inherent vice shall cause ARTWORK to require significant conservation for a minimum term of twenty-five (25) years from the date of completed installation of ARTWORK.
- B. CONTRACTOR shall, within the period of guarantee and without additional compensation, correct and/or revise any errors, omissions, and/or other deficiencies in work performed under this AGREEMENT, and make any such correction(s) and/or revision(s) within sixty (60) days of the date of DEPARTMENT's written notice of such errors, omissions, and/or other deficiencies, or within another specified term mutually agreed upon by CONTRACTOR and DEPARTMENT, pursuant to SECTION 12.
- C. CONTRACTOR warrants that, unless otherwise stipulated, ARTWORK is an original and an edition of one (1). CONTRACTOR shall not sell or reproduce ARTWORK and/or allow others to do so without advance receipt of a written license approval issued by CITY, wherein such license approval(s) shall not be unreasonably withheld.

SECTION 10. TERM

The term of this AGREEMENT shall commence May 2, 2022 and terminate May 1, 2024.

SECTION 11. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design, fabrication, and installation of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$200,000 to provide services under this AGREEMENT, which shall be paid in the following manner:
1. \$50,000 upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 4, PARAGRAPH G.
 2. \$80,000 payable in up to two (2) individual payments, upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 4, PARAGRAPH H, and upon DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR, and upon DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 4, PARAGRAPH K.
 3. \$40,000 upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 12, PARAGRAPHS A and B.
 4. \$30,000 upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N; and upon DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR, upon DEPARTMENT's receipt of no fewer than five (5) high-resolution, digital image files of installed ARTWORK, and upon DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 12, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within thirty (30) days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 26.
- D. Invoicing:
1. Invoices shall be submitted to:

Martica Stork, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5544 <Martica.stork@lacity.org>
 2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.

3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.
 - b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
 - c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY's Charter Section 262(a) requiring CITY's 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 from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.

SECTION 12. DELIVERY & ACCEPTANCE

- A. CONTRACTOR shall notify DEPARTMENT in writing when fabrication of ARTWORK is complete and ready to be transported to PROJECT SITE for installation.
- B. DEPARTMENT shall inspect ARTWORK, prior to its transportation to PROJECT SITE, and upon verification of CONTRACTOR's satisfactory fabrication of ARTWORK, DEPARTMENT shall issue RECEIPT OF VERIFICATION to CONTRACTOR.
- C. AGENCY shall prepare PROJECT SITE for safe reception of ARTWORK for installation, wherein all expenses to prepare PROJECT SITE shall be borne by AGENCY unless otherwise specified under this AGREEMENT.
- D. Upon mutual agreement by DEPARTMENT and AGENCY that ARTWORK has been completed and installed satisfactorily, DEPARTMENT shall issue NOTICE OF FINAL ACCEPTANCE to CONTRACTOR and upon DEPARTMENT's acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, and CONTRACTOR's submission of RELEASE OF ALL CLAIMS and no fewer than five (5) high-resolution digital image files of installed ARTWORK to DEPARTMENT, pursuant to PARAGRAPH F of this SECTION, CONTRACTOR may submit to DEPARTMENT invoice(s) for payment of any unpaid monies due under this AGREEMENT.

- E. If DEPARTMENT determines that any contractual requirement(s) have not been satisfied, DEPARTMENT shall notify CONTRACTOR in writing within thirty (30) working days of any such determination(s) and withhold issuance of NOTICE OF FINAL ACCEPTANCE until all requirement(s) have been satisfied.

SECTION 13. TITLES IN WORK PRODUCTS

- A. CONTRACTOR shall retain the copyright in and to ARTWORK, as provided by federal law. CITY shall have all and exclusive rights of ownership, possession, and enjoyment of ARTWORK, which shall be single-edition, and upon payment in full, CONTRACTOR shall execute any documents CITY may require to evidence transfer. CITY has sole and exclusive discretion in the use, non-use, and enjoyment of the physical element of ARTWORK, subject to any restrictions contained in this AGREEMENT.
- B. Any and all materials and documents, including but not limited to models, maquettes, drawings, specifications, computations, designs, plans, proposals, digital images, photographs, reports, correspondence, and estimates prepared by CONTRACTOR or subcontractors under this AGREEMENT, are instruments of service and thus shall be owned by CONTRACTOR. At the conclusion of the project, CONTRACTOR shall make available, at CONTRACTOR's discretion, a variety of above-referenced items from which CITY may select one or more to become the property of CITY.
- C. The final ARTWORK shall be unique. CONTRACTOR shall not make any exact duplicate two or three-dimensional reproductions of the final ARTWORK, nor shall CONTRACTOR grant permission to others to do so except with the prior written permission of CITY. However, nothing shall prevent CONTRACTOR from creating future artworks in CONTRACTOR's manner and style of artistic expression.
- D. CONTRACTOR grants CITY and its assigns a nonexclusive irrevocable and royalty-free license to make two-dimensional reproductions of ARTWORK and any ARTWORK-related documentary works for non-commercial purposes, including but not limited to reproductions or transmissions used in media publicity, exhibitions, loans and/or collections management, or photographs. Such reproductions and transmissions may include but not be limited to magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, printed and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard CITY activities.
- E. CITY's rights under this license include the right to allow productions at PROJECT SITE for commercial and non-commercial movie, television, video, still photography, or any other content or media which image(s) of ARTWORK may appear without further compensation or notification by CITY to CONTRACTOR.
- F. CITY agrees that, unless CONTRACTOR requests to the contrary in writing, all reproductions of ARTWORK shall credit CONTRACTOR and CITY. CONTRACTOR shall make best efforts in any public showing or résumé use of reproductions to acknowledge CITY with the following credit line: "Commissioned by the City of Los Angeles."
- G. CONTRACTOR shall, at CONTRACTOR's expense, cause to be registered with the United States Register of Copyrights, a copyright of ARTWORK in CONTRACTOR's name.
- H. CITY may desire to make reproductions of ARTWORK for commercial purposes including but not limited to t-shirts, postcards, and posters, pursuant to a separate agreement that shall address the terms of the license granted by CONTRACTOR and the royalty, if any, CONTRACTOR may receive.
- I. CONTRACTOR shall not, during the performance of this AGREEMENT, disseminate media publicity of any kind regarding ARTWORK, SCOPE OF WORK, or PROJECT SITE without prior written approval of CITY.
- J. CONTRACTOR represents and warrants that ARTWORK's design and ARTWORK created under this AGREEMENT are either original, do not infringe upon the intellectual property rights of any third party, or are in the public domain. CITY shall not be liable for any third party claims, actions, judgments, costs, or damages of any type associated with ARTWORK design and ARTWORK provided hereunder that result from any infringement upon the intellectual property of any third party. If any third party infringement is claimed prior to CONTRACTOR receiving payment under this AGREEMENT, CITY shall have the right, upon written notice to CONTRACTOR, to withhold such payment until such claim(s) are resolved.

- K. CONTRACTOR hereby grants CITY all necessary legal standing “in CONTRACTOR’s shoes” to enforce CONTRACTOR’s copyrights and related rights associated with ARTWORK. However, instituting such enforcement action shall not be a duty of CITY but rather an option to CITY absent timely action by CONTRACTOR. CITY’s not instituting the enforcement actions shall not be construed as a waiver of any of its rights at law and in equity. Where CITY undertakes CONTRACTOR’s duty to enforce against an infringer for want of timely action by CONTRACTOR, CONTRACTOR shall promptly reimburse CITY for actual costs incurred and prevailing, reasonable attorneys’ fees arising out of such enforcement efforts (“Enforcement Expenses”), whether the enforcement efforts result in damages or recovery awarded or a settlement. Where CITY is successful in recovering damages from the infringer(s) in such actions, and upon full reimbursement of the Enforcement Expenses to CITY, CITY shall retain two-thirds (⅔) of the gross recovery (without deductions of any kind) and distribute the remaining one-third (⅓) to CONTRACTOR.
- L. All reproductions by CITY shall contain a credit or attribution to CONTRACTOR and a copyright notice in substantially the following form: “Copyright 20XX [insert contractor’s “artist name” exactly as requested including correct format/caps/etc]”, to the reasonably possible and appropriate extent, as determined by CITY.
- M. CITY’s right of ownership includes the right to remove temporarily or permanently, and store ARTWORK in CITY’s sole discretion. Further, nothing shall prevent CITY from altering or modifying ARTWORK by reason of business operations necessity, public safety, national security, federal regulations, or other such requirement. In the event that CITY desires to remove ARTWORK permanently, CITY shall give written notice to CONTRACTOR, pursuant to SECTION 14, and give CONTRACTOR the opportunity for a first right to reintegrate ARTWORK, regain ownership of ARTWORK, or disclaim authorship for reason of public safety, national security, or order(s) of the federal government or a court of competent jurisdiction. For avoidance of doubt, installation of ARTWORK at PROJECT SITE does not create any encumbrances on the land or the real estate thereof.
- N. CITY, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s) at PROJECT SITE, for the purposes of identifying CONTRACTOR, the title of ARTWORK, and the year of completed ARTWORK installation, and such plaque(s) shall be reasonably maintained, as more fully described in SECTION 17 of this AGREEMENT. CITY shall have discretion regarding the size, material, construction, and placement of such plaque(s), subject to public safety, maintenance, and operational considerations. The cost of such plaque(s) shall not be borne by CONTRACTOR’s budget.

SECTION 14. CONTRACTOR’S RIGHTS

- A. CONTRACTOR and CITY acknowledge that CONTRACTOR may have certain rights under the Visual Artists Rights Act (hereinafter “VARA”) and the California Civil Code Section 987 (hereinafter “CAPA”). CITY and CONTRACTOR recognize the importance of CONTRACTOR’s moral rights of attribution and integrity, as identified in VARA and CAPA. CITY and CONTRACTOR herein address those statutory rights pursuant to this AGREEMENT.
- B. CONTRACTOR shall have the right to claim authorship of ARTWORK. Further, CONTRACTOR shall have the right to prevent the use of his or her name as the author of ARTWORK in the event of physical defacement, mutilation, alteration, or destruction of ARTWORK.
- C. CITY shall, in its sole discretion, have the right to remove, relocate, or otherwise alter or modify ARTWORK at any time. CITY shall provide ninety (90) days written notice to CONTRACTOR, at CONTRACTOR’s last known address, of its intended action affecting ARTWORK. CONTRACTOR acknowledges and understands that the installation of ARTWORK may subject ARTWORK to destruction, mutilation, alteration, or other modification due to the acts of third parties, or to its removal, relocation, conservation, maintenance, storage, or transfer of ownership by CITY.
1. Pursuant to CITY’s Administrative Code Section 22.109, no work of art belonging to or in the possession of CITY shall be removed, relocated, or altered in any way without the written approval of COMMISSION.
 2. CITY may exercise the option of contracting with CONTRACTOR, under separate agreement, for the consultation and assistance with any relocation, reintegration, or performance of any other services for the benefit of CITY, CONTRACTOR and ARTWORK.
- D. If CITY, in its sole discretion, determines that ARTWORK presents imminent harm or hazard to the public, CITY may authorize its removal without prior notification to CONTRACTOR.

- E. In consideration of the mutual covenants and conditions in this AGREEMENT, and except as otherwise provided for under this AGREEMENT, CONTRACTOR agrees to waive any right that CONTRACTOR may have under VARA to prevent the removal of ARTWORK, or the destruction, distortion, mutilation, or other modification of ARTWORK arising from, connected with, or caused or claimed to be caused by the removal, conservation, maintenance, storage, or transfer of ownership of ARTWORK by CITY or its agents, officers, employees, or representatives, or by the presence of ARTWORK at PROJECT SITE. CONTRACTOR's VARA rights under this AGREEMENT shall cease with CONTRACTOR's death and shall not extend to CONTRACTOR's heirs, successors, or assigns.
- F. In consideration of the mutual covenants and conditions in this AGREEMENT, CONTRACTOR waives any rights which CONTRACTOR or CONTRACTOR's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, defacement, mutilation, alteration, or destruction of ARTWORK.
- G. CITY shall, in its own discretion, have the right to donate, sell, transfer or exchange ARTWORK or ELEMENTS of ARTWORK at any time. CONTRACTOR shall have the right of first refusal. CITY shall provide written notice to CONTRACTOR at CONTRACTOR's last known address, providing CONTRACTOR the opportunity to purchase ARTWORK for an amount equal to either its fair market value as determined by a qualified appraiser or the amount of any offer that CITY has received for the purchase of ARTWORK, whichever amount is greater, in addition to reimbursement to CITY for all costs associated with the removal of ARTWORK from PROJECT SITE, clean-up of PROJECT SITE, and transportation and delivery of ARTWORK to CONTRACTOR. CONTRACTOR shall have ninety (90) days from the date of CITY's notice to exercise the option described herein.
- H. Notwithstanding MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, CITY, in its sole discretion, may determine when and if any maintenance or conservation to ARTWORK shall be made. In the event that such maintenance or conservation results in any substantial alteration, modification, or damage, CONTRACTOR shall have the right to disclaim ARTWORK as CONTRACTOR's creation, and to request that the identification plaque and any attributive references be removed from ARTWORK and reproductions thereof. All maintenance and conservation, whether performed by CONTRACTOR, CITY, or any third party responsible to CONTRACTOR or CITY, shall be made in accordance with professional conservation standards and in accordance with MAINTENANCE MANUAL.
- I. This SECTION is intended to replace and substitute for the rights of CONTRACTOR under VARA and CAPA to the extent that any portion of this AGREEMENT is in direct conflict with those rights. The parties acknowledge that this AGREEMENT supersedes those laws to the extent that this AGREEMENT is in direct conflict therewith.

SECTION 15. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
 - 1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.
 - 2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 16. EARLY COMPLETION OF CONTRACTOR SERVICES

CONTRACTOR shall bear any transportation and storage costs resulting from the completion of services hereunder prior to the time provided for in the approved WORK PLAN.

SECTION 17. IDENTIFICATION

DEPARTMENT, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s), at appropriate location(s), for the purpose of identifying CONTRACTOR, title of ARTWORK, and year of completion of ARTWORK. Such plaque(s) and location(s) shall be subject to the mutual agreement among CONTRACTOR, DEPARTMENT, and AGENCY. Unresolved disputes shall be resolved pursuant to SECTION 26.

SECTION 18. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

- A. Maintenance: DEPARTMENT and AGENCY recognize that maintenance of ARTWORK on a regular basis is essential to the integrity of ARTWORK. DEPARTMENT and AGENCY shall reasonably assure that ARTWORK is properly maintained and protected, taking into account the instructions of CONTRACTOR as specified in MAINTENANCE MANUAL, and shall reasonably protect and maintain ARTWORK against the ravages of time, vandalism, and the elements, subject to provision of funds by CITY's Mayor and Council for such purposes.
- B. Repairs and restoration: DEPARTMENT shall have the right to determine when and if repairs and restorations to ARTWORK shall be made.

SECTION 19. CONTRACTOR'S ADDRESS

CONTRACTOR shall give written notice to DEPARTMENT of any change(s) in his/her address within five (5) days of such change(s). Failure to do so, thereby causing DEPARTMENT to be unable to locate CONTRACTOR as a result shall be deemed a waiver by CONTRACTOR to any rights under this AGREEMENT.

SECTION 20. TERMINATION OF AGREEMENT

- A. DEPARTMENT, by giving fourteen (14) calendar days written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
 - 1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 - 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 - 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.
- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall become property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.
- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION,

including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.

- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH A of this SECTION.

SECTION 21. RATIFICATION

At CITY's request, CONTRACTOR has begun performance of the services specified herein prior to execution of this AGREEMENT. CITY acknowledges the services previously performed by CONTRACTOR prior to execution, and so ratifies CONTRACTOR's performance of said services since May 2, 2022 to the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT.

SECTION 22. SUCCESSORS & ASSIGNS

This AGREEMENT shall be binding on the parties hereto and their heirs, executors, administrators, successors, and assigns; provided however, that neither this AGREEMENT nor any part hereof, except for monies previously earned and due to CONTRACTOR, may be assigned to anyone without prior written authorization by DEPARTMENT.

SECTION 23. PROHIBITED INTERESTS

- A. CONTRACTOR warrants that s/he has not employed or retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT, to any company or person other than a *bona fide* employee working solely for CONTRACTOR. For breach or violation of this warranty, CITY shall have the right to terminate this AGREEMENT without liability.
- B. CONTRACTOR agrees that for the term of this AGREEMENT, pursuant to SECTION 10, no member, officer, or regular employee of CITY, during his/her employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or any benefit arising therefrom.

SECTION 24. AUDIT & ACCESS TO RECORDS

CONTRACTOR, including all subcontractors, shall maintain records and other evidence of all expenses incurred this AGREEMENT for a period of three (3) years after the termination date of this AGREEMENT, pursuant to SECTION 10. CITY, or any of its duly authorized representatives, for the purpose of audit and examination, shall have access to and be permitted to inspect all such records and other evidence.

SECTION 25. ENGINEERING CONFORMANCE & PROTECTION OF WORK

- A. CONTRACTOR shall coordinate with PROJECT SITE's architect(s) and/or engineer(s) on all related civil, architectural, structural, mechanical, electrical, and other issues as needed to ensure conformance of ARTWORK, and/or any part thereof, to all professional safety and material standards.
- B. CONTRACTOR shall bear all costs for any reasonable civil architectural, structural, mechanical, and/or electrical requirements, and safety and/or material tests as required by CITY for ARTWORK, and/or any part thereof.

SECTION 26. DISPUTES & REMEDIES

- A. All claims, disputes, and any other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach, shall first be brought to DEPARTMENT'S attention.

- B. All disputes which have not been resolved by mutual agreement between DEPARTMENT and CONTRACTOR shall be reviewed by DEPARTMENT in consultation with AGENCY, wherein CONTRACTOR shall submit a written explanation of all unresolved issue(s) to DEPARTMENT's General Manager. Upon receipt of CONTRACTOR's written explanation and upon consultation with AGENCY's General Manager, within sixty (60) calendar days of receipt of said explanation, DEPARTMENT's General Manager shall render a final decision in writing to CONTRACTOR.
- C. CITY's rights and remedies under this AGREEMENT are in addition to any other rights and remedies provide by law.

SECTION 27. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

CONTRACTOR, subcontractors, and subcontractor principals performing work under any CITY contract valued at \$100,000 or more and that requires approval of elected CITY official(s), are obligated to comply fully with CITY's Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office positions. Additionally, CONTRACTOR is required to provide and update certain information with CITY as specified by law. Any contractor subject to CITY Charter Section 470(c)(12) shall include the following notice in any subcontract in which the subcontractor is expected to receive at least \$100,000 to perform work under said subcontract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions: As proved in City of Los Angeles Charter Section 470(c)(12) and related ordinances, you are a Subcontractor under a City of Los Angeles Contract and, pursuant to 470(c)(12), all Subcontractors and Subcontractor Principals under City Contracts are prohibited from making campaign contributions and fundraising for certain elected City officials for candidates seeking elected City office positions, for a term of twelve (12) months after the execution of the City Contract under which you are a subcontractor. Subcontractors are required to provide names and contact information for Subcontractor Principals must be proved to CITY contractor within five (5) business days of the execution of this Subcontract, and Subcontractors must update this information upon any such change during the stated twelve-month term. Failure to comply with 470(c)(12) or related ordinances may result in termination of this City Contract or any other available legal remedies, including fines. Detailed information about these restrictions may be accessed through the City Ethics Commission's website at <http://ethics.lacity.org/>, or by calling (213) 978-1960. Contractors, Subcontractors, and Subcontractor Principals must comply with these requirements and limitations. Violations of this provision shall entitle the City to terminate this City Contract and pursue any and all legal remedies that may available."

SECTION 28: DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

SECTION 29. ENTIRE AGREEMENT

- A. This AGREEMENT shall be executed in four (4) duplicate originals, each of which is deemed to be an original. The AGREEMENT includes fifteen (15) pages and one (1) appendix, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. This AGREEMENT may be executed in one or more counterpart(s), and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures, or signatures scanned into portable document format (PDF) or another electronic format designated by CITY and sent by e-mail, shall be deemed original signatures.
- E. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by APPENDIX A, "Standard Provisions for City Contracts (rev. 10/17 v.3)".

SECTION 29. MODIFICATION

No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of CITY.

—SIGNATURE PAGE TO FOLLOW—

IN WITNESS THEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

ARTIST NAME
MICHAEL SAIJO
318 N. Mathews Street
Los Angeles, CA 90033

BTRC NO. 003302757-0001-1

BY: _____
DANIEL TARICA
INTERIM GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

BY: _____
MICHAEL SAIJO
ARTIST

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:
MIKE N. FEUER, CITY ATTORNEY

ATTEST:
HOLLY L. WOLCOTT, CITY CLERK

BY: _____
TANEA YSAGUIRRE
DEPUTY CITY ATTORNEY

BY: _____
DEPUTY CITY CLERK

DATE: _____

DATE: _____

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
FACILITY REPAIR AND MAINTENANCE COMMISSION TASK FORCE BRIEFING
AUGUST 4, 2022

VTT-82227-CN – 942 NORTH BROADWAY – PARK FEE RECREATION CREDIT

Summary

VTT-82227-CN (Project) is a Subdivision project located at 942 North Broadway in Council District 1. The proposed Project the merger and re-subdivision of five (5) lots, including one (1) master ground lot, four (4) airspace lots including and 178 residential condominium units, of which 9 are affordable and qualify for an exemption from the Park Fee.

On September 5, 2018, the Board of Recreation and Park Commissioners' (Board) recommended that the Project be required to dedicate land to the City, or provide a combination of land dedication and fee payment, in order to fulfill the Project's requirements under provisions of Los Angeles Municipal Code Section 12.33 (Report No. 18-194). On September 10, 2018, RAP sent a Report to the Advisory Agency informing them of the Board's recommendation.

On January 16, 2019, the Deputy Advisory Agency of City Planning Department held a hearing on the Project's tract map request. At that hearing there was significant discussion regarding the Board's recommendation for the Project. At the conclusion of the hearing, the Advisory Agency indicated that it would take the case under advisement (i.e. it did not render a decision) pending resolution of the issues raised at the hearing, including the Board's recommendation for a park dedication.

Subsequent to the January 16, 2019 hearing, staff engaged in follow up discussions with representatives of the Project's applicant. In the discussions, Project representatives indicated they were open to providing the City with an easement over a portion of the Project's ground floor open space in order to guarantee that the public would have perpetual access to those open space areas. On April 3, 2019, RAP staff prepared Report No. 19-071 recommending that the Board to revise the Project's condition language to require the Project to pay the in-lieu fees with the additional recommendation to Advisory Agency that the Project be required to provide a perpetual easement for the ground floor plaza. However, the Advisory Agency ultimately did not require the Project to provide a public access easement.

Per the LAMC 12.33, Subdivision projects pay the required Park Fee prior to the recordation of the tract map. Under the current Subdivision Park Fee rate, VTT-82227-CN owes Two Million, Two Hundred Twelve Thousand, Four Hundred Ninety Eight Dollars (\$2,812,498.00) for 169 market rate units. If the fee is not paid by July 1, 2023, the fee will be subject to recalculation.

The owner of VTT-82227-CN submitted a request for recreation credit for privately accessible recreational amenities and publicly accessible recreational amenities.

The Project is providing a total of 13,942 square feet in excess open space, which is divided between the proposed publicly and privately accessible recreational areas.

Privately Accessible Recreational Amenities

The proposed privately accessible recreational amenities will include a 473 square foot dog run on the ground level, a 3,151 square foot community room on level 23, and 1,500 square foot and 405 square foot landscaped areas on level 23. The recreation credit exhibits and estimates for the privately accessible amenities are shown in Attachment 1.

Per LAMC 12.33 H.2, the following requirements must be met in order to be eligible for privately accessible recreation credit:

- Each facility is available for use by all the residents of the residential development.
- The area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.
- The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee.
- Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.
- The private ownership and maintenance of the facilities shall be adequately provided for by written agreements.
- The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council.

The following areas are not eligible for recreation credit:

- Yards, court areas, setbacks and other open space areas that are required to be maintained by the City's Municipal Code, specific plan or any other planning document are not eligible for credit.
- Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in LAMC Section 12.21.

LAMC 12.33 H.2.d states, "Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar."

RAP staff reviewed and confirmed the value of the dog run, two landscaped areas and the community rooms using RSMeans Building Construction Cost 2022 data, as provided by the owner. The value of the dog run, two landscaped areas and the community rooms per RSMeans Building Construction Cost 2022 with the adjusted subtotal for the 35% credit maximum is Nine Hundred Eight Four Thousand, Three Hundred Seventy Four Dollars and Thirty Cents (\$984,374.30).

The developer shall be required to record a covenant and agreement and agree to an operation and maintenance agreement to ensure the area remains accessible and in acceptable condition.

Publicly Accessible Recreational Amenities

The proposed publicly accessible recreational amenities will include an 8,351 square foot ground level public plaza. The recreation credit exhibits and estimates for the publicly accessible recreational areas are shown in Attachment 2.

Per LAMC 12.33 H.2, the following requirements must be met in order to be eligible for publicly accessible recreation credit:

- Each facility is available for use by all the residents of the residential development.
- The area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.
- The amount of credits for publicly accessible, privately maintained park and recreational facilities shall not exceed 100 percent of the calculated requirement for the park and recreation impact fee or land dedication. Credits may be awarded for on-site or off-site private facilities.
- Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.
- The private ownership and maintenance of the facilities shall be adequately provided for by written agreements.
- The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council.
- Any proposed publicly-accessible, privately-maintained park and recreational facilities are accessible for use by the general public with no discrimination between residents and non-residents, are open at hours comparable to those of City parks and facilities, and have appropriate signage indicating that the space is public.

The following areas are not eligible for recreation credit:

- Yards, court areas, setbacks and other open space areas that are required to be maintained by the City's Municipal Code, specific plan or any other planning document are not eligible for credit.
- Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in LAMC Section 12.21.

LAMC 12.33 H.2.d states, "Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar."

RAP staff reviewed and confirmed the value of the ground floor public plaza using RSMeans Building Construction Cost 2022 data, as provided by the owner. The value of the public plaza per RSMeans Building Construction Cost 2022 is Nine Hundred Ninety Thousand Four Hundred Eighty Dollars and Ninety Eight Cents (\$990,480.98).

The public plaza is proposed to be open from sunrise to sunset. The developer shall be required to record a covenant and agreement and agree to an operation and maintenance agreement to ensure the area remains accessible and in acceptable condition.

Park Fee Calculation for VTT-82227-CN

Both the proposed privately accessible and publicly accessible recreational amenities and all necessary covenants and O&M agreements will be required to approved by the RAP Board. The operation and maintenance agreements require City Council approval. Should the RAP Board approve the recreation credit proposals, as currently conceptualized, see below the estimated Park Fee calculation for VTT-82227-CN under the current Subdivision Fee rate:

New Dwelling Unit	179
Exempt Units (-)	9
Net Non-Exempt Dwelling Units	169
Fee per Non-Exempt Dwelling Unit	\$ 16,642.00
SUB TOTAL	\$ 2,812,498.00
Credit for Privately Accessible Recreation Credit (-)	\$ (\$984,374.30)
Credit for Publicly Accessible Recreation Credit (-)	\$ (\$990,480.98)
<hr/>	
TOTAL FEE TO BE PAID	\$ 837,642.72

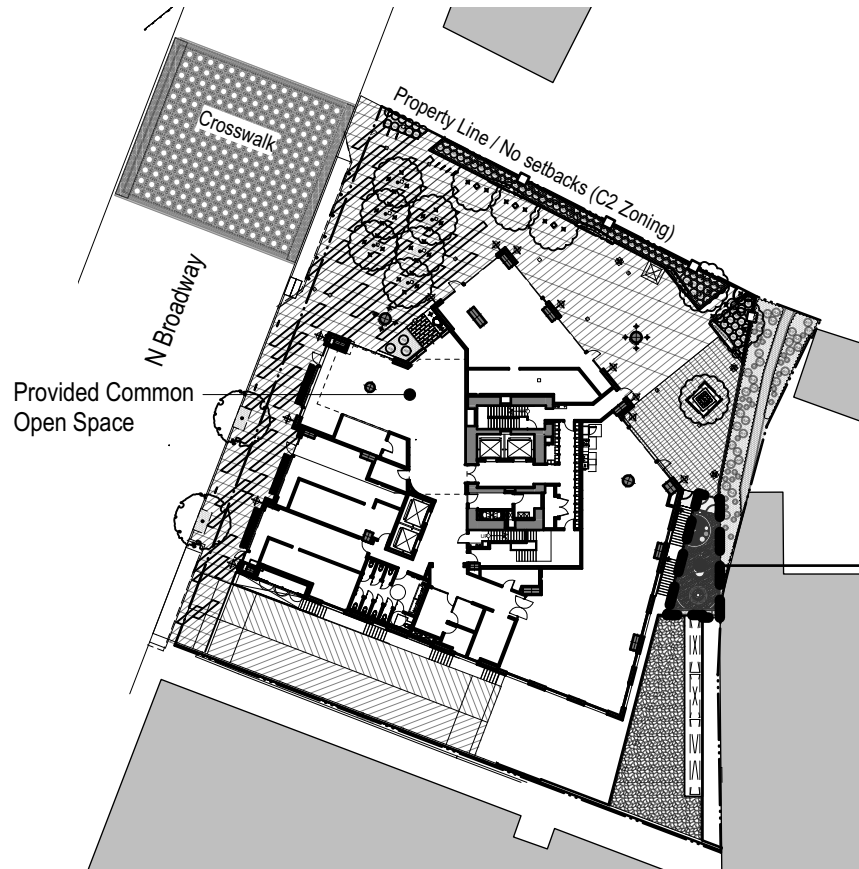
Attachments

- 1) Attachment 1 – Privately Accessible Recreation Credit Exhibits and Estimates
- 2) Attachment 2 – Publicly Accessible Recreation Credit Exhibits and Estimates

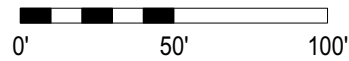
LAMC 12.33, Section H
Recreation Credit Summary Table Project Overview

CASE NUMBER: VTT-82227-CN			
SUMMARY TABLE		SHEET 01	
Area	Description	Sheet #	Credit Amount
			Non-publicly accessible parks & rec facilities*
Area 1	Dog Run	03	\$ 55,692.88
Area 2	L23 - Landscape Area	04	\$ 49,958.47
Area 3	L23 - Landscape Area	05	\$ 202,347.14
Area 4	L23 - Community Room	06	\$ 696,736.81
	Subtotal		\$ 1,004,735.30
	Total		\$ 1,004,735.30
Adjusted Subtotal			
	Privately Accessible*		\$ 984,374.30
Recreation Credit Total			\$ 984,374.30

*Per LAMC 12.33 H.2.a, "The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee or land dedication."



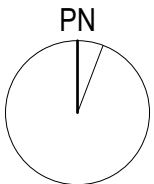
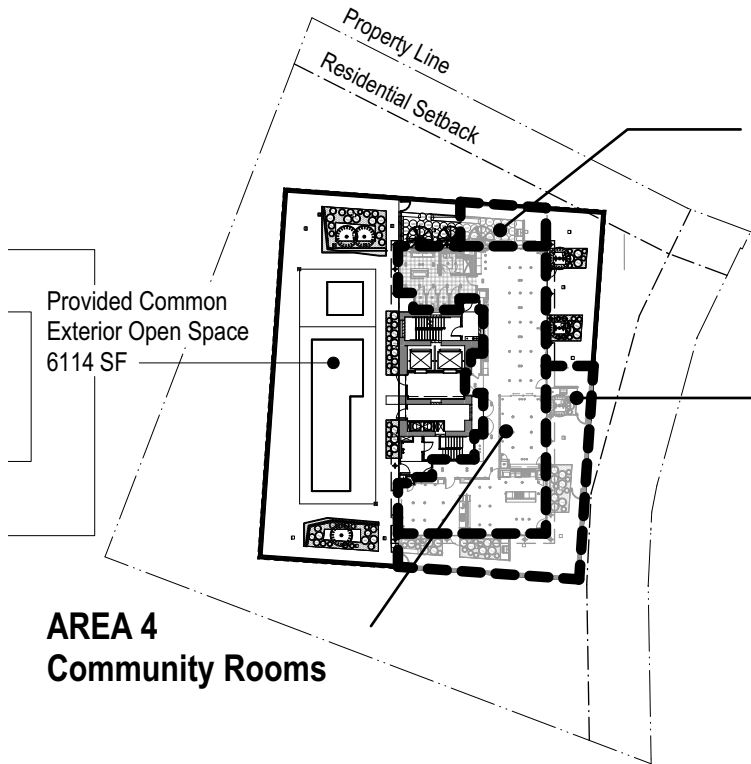
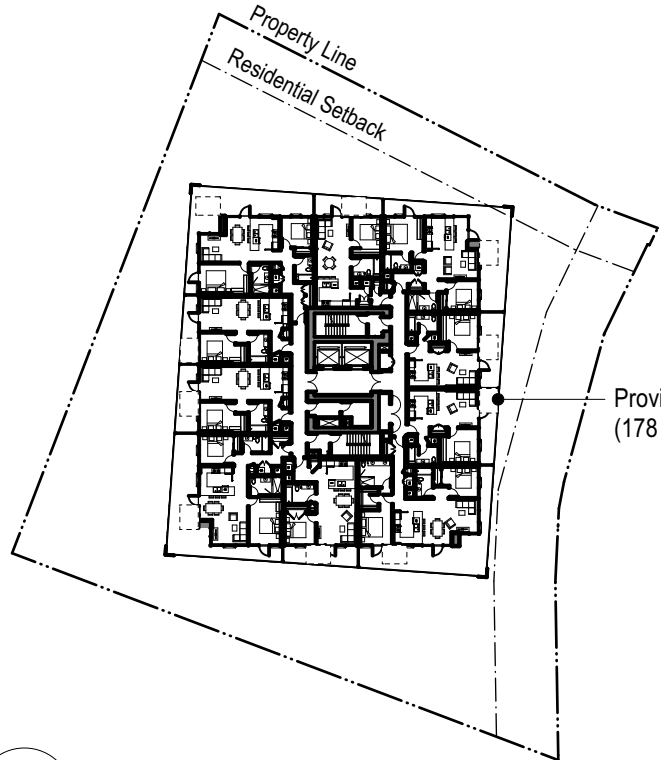
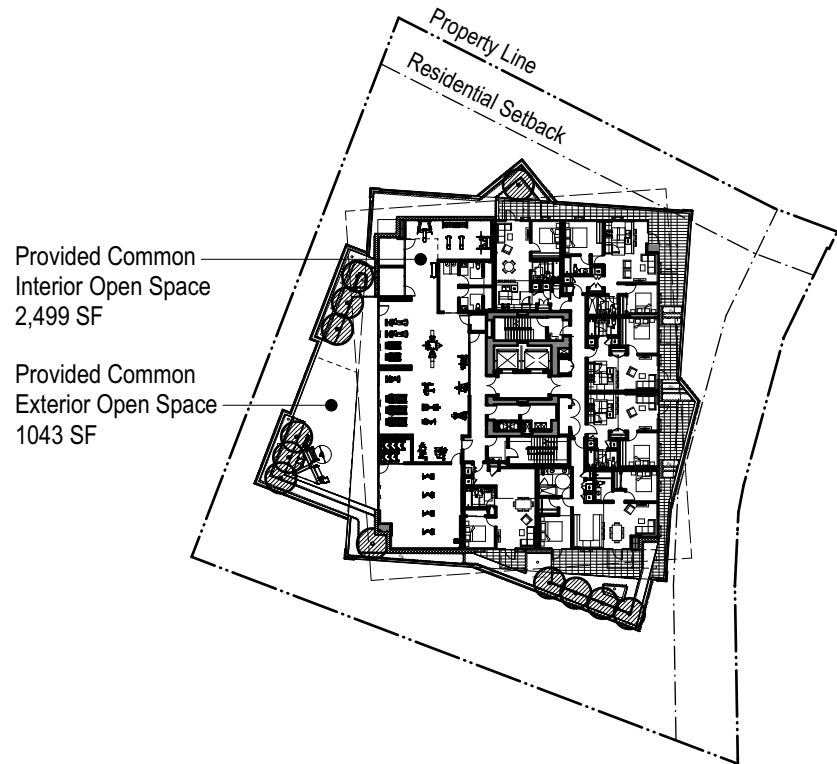
OPEN SPACE	
TOTAL REQUIRED OPEN SPACE	19,952 SF
TOTAL PROVIDED OPEN SPACE	33,894 SF
EXCESS OPEN SPACE FOR REC CREDIT	13,942 SF



* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.

AREA 1
Dog Run

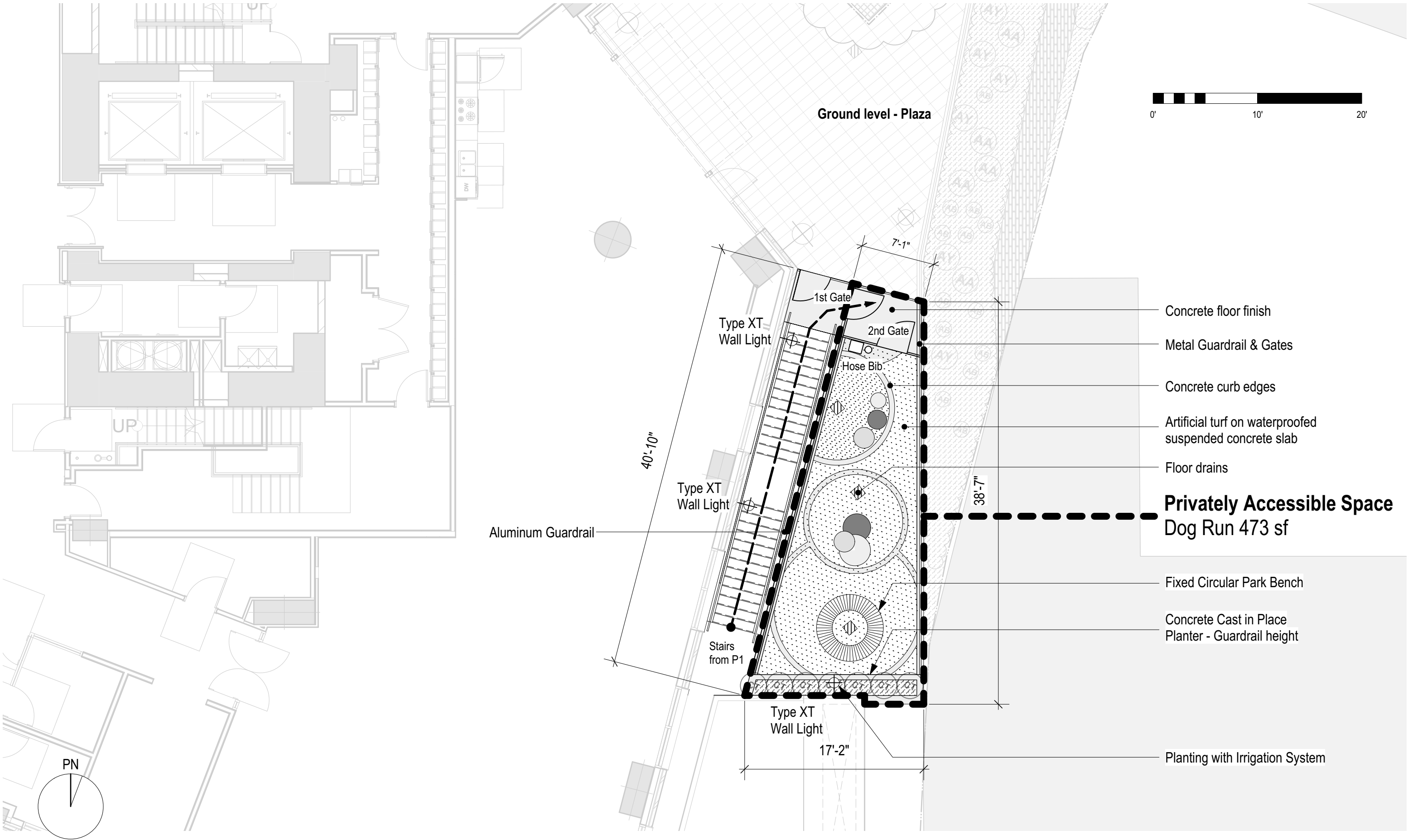
1 **Ground - Overall Plan**
See Sheet 04

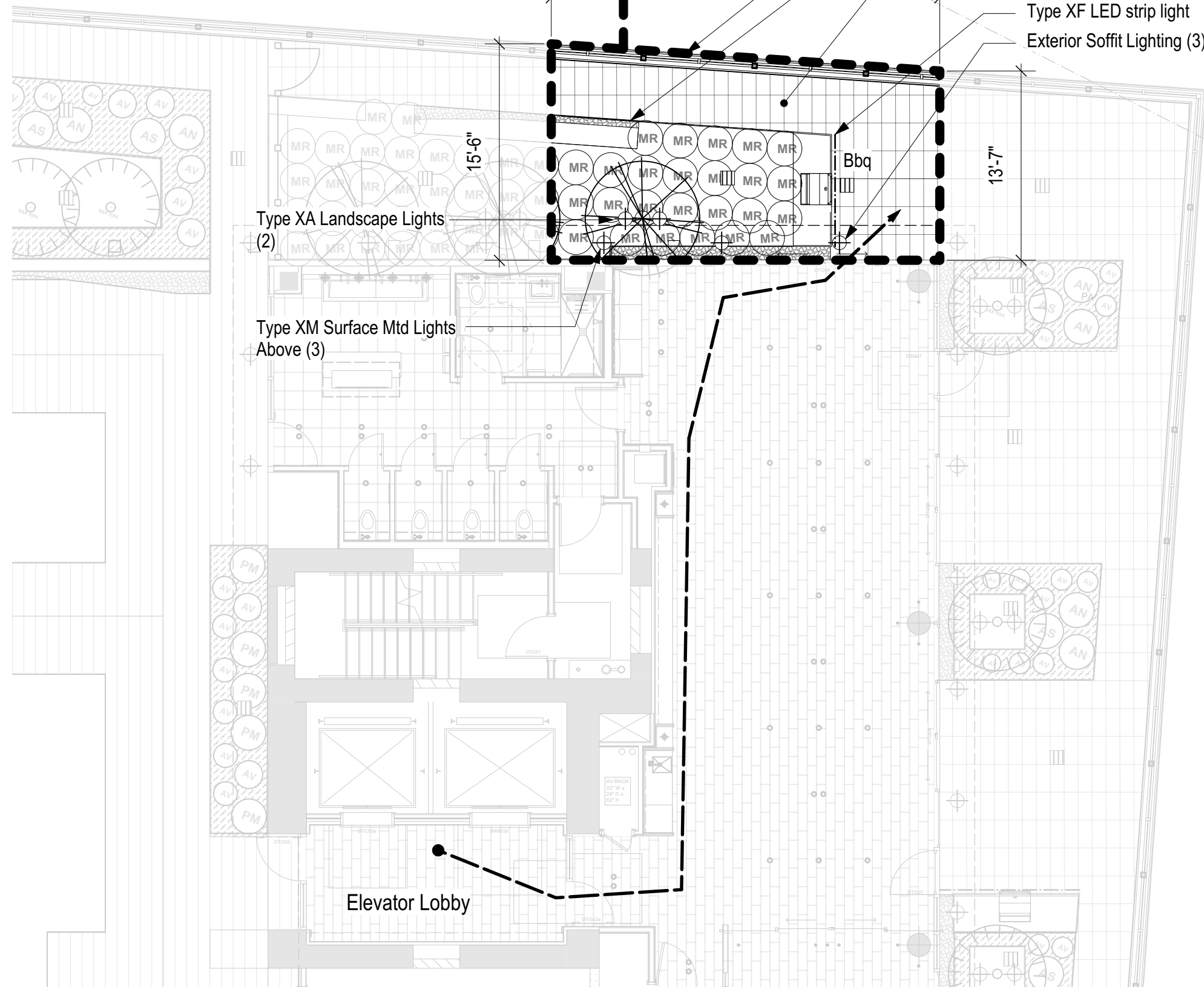


2\ **L4 Fitness Amenity - Overall Plan**

3 **Typical Floor Plan**

4 **L23 Rooftop Amenity - Overall Plan**
See Sheet 05





Privately Accessible Space
405 sf

27'-10"

15'-6"

5'-6"H Glazed curtainwall guardrail windscreen in structural steel framing on concrete curb

Metal Planter, concrete bench & drain

Pavers on pedestals on waterproofed suspended concrete slab

Type XF LED strip light

Exterior Soffit Lighting (3)

13'-7"

Bbq

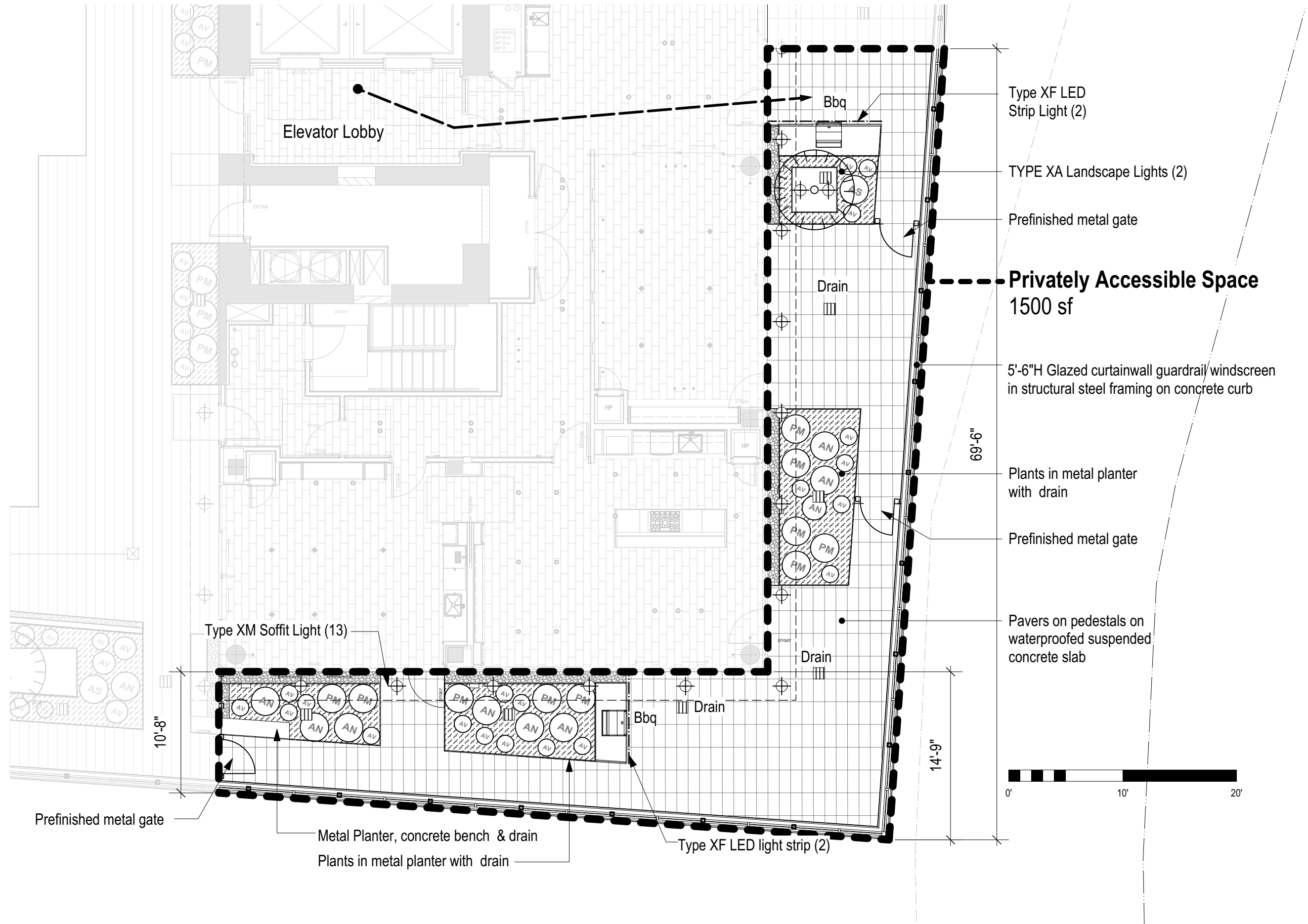
Type XA Landscape Lights
(2)

Type XM Surface Mtd Lights
Above (3)

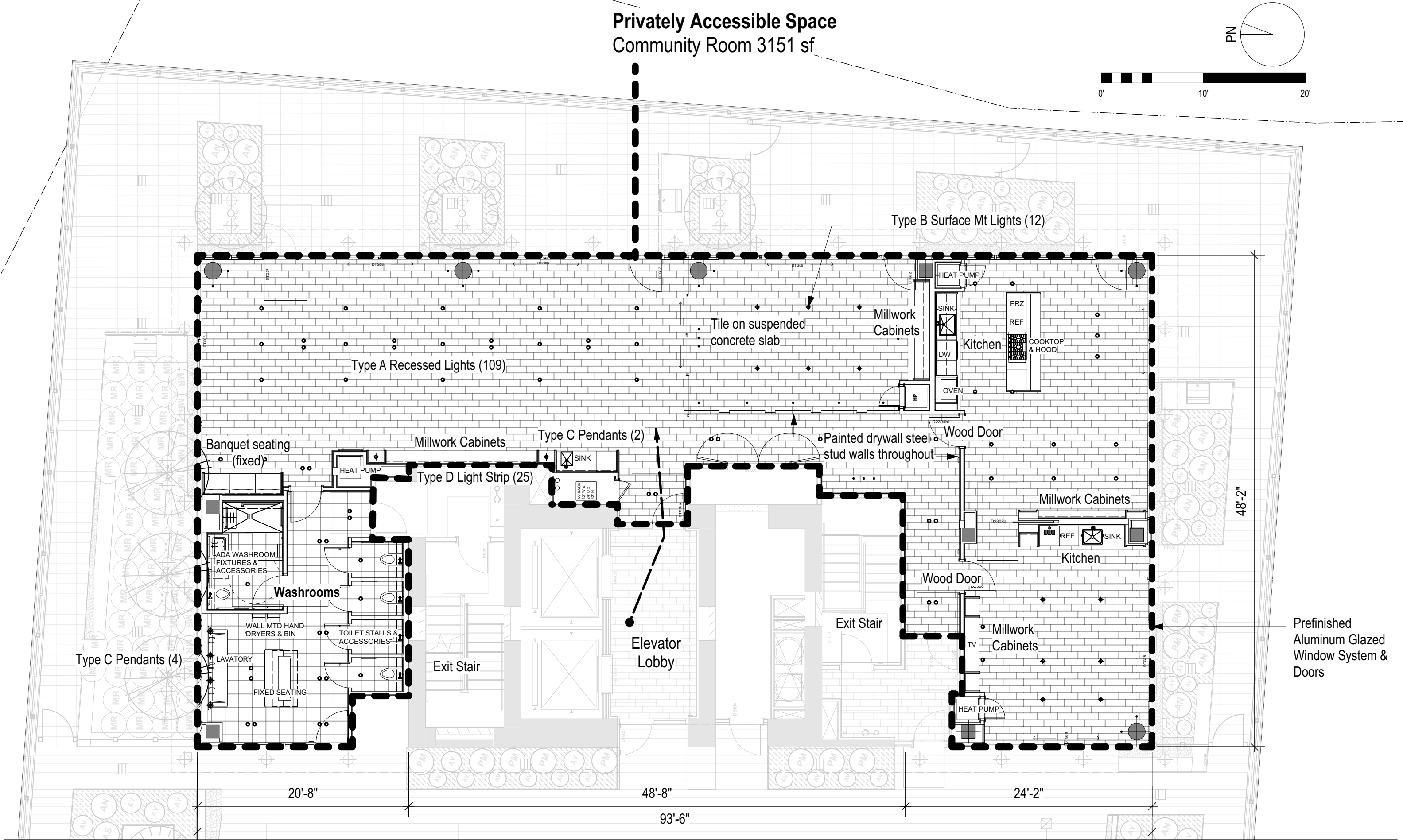
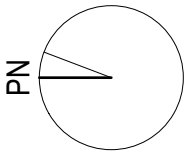
Elevator Lobby

PN

0' 10' 20'



Privately Accessible Space
Community Room 3151 sf



Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: DOG RUN		EXHIBIT/SHEET REFERENCE: SHEET 03					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	604	sfca	\$ 845.60	\$ 1,987.16	\$ -	
03 30 5340 1950	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	19	cy	\$ 7,125.00	\$ 4,465.00	\$ 299.25	
Division 3	Subtotal			\$ 7,970.60	\$ 6,452.16	\$ 299.25	\$ 14,722.01
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	473	sf	\$ 383.13	\$ 491.92	\$ 104.06	
Division 7	Subtotal			\$ 383.13	\$ 491.92	\$ 104.06	\$ 979.11
087120400420	Door hardware, lockset, standard duty, cylindrical, with sectional trim, keyed, hotel	1	ea	\$ 266.00	\$ 56.50	\$ -	
087120401000	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, non-keyed, passage	1	ea	\$ 295.00	\$ 37.50	\$ -	
Division 8	Subtotal			\$ 561.00	\$ 94.00	\$ -	\$ 655.00
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	3	ea	\$ 1,365.00	\$ 189.00	\$ -	
Division 22	Subtotal			\$ 1,365.00	\$ 189.00	\$ -	\$ 1,554.00
26 56 2355 0110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, incl lamps	3	ea	\$ 1,230.00	\$ 159.00	\$ -	
Division 26	Subtotal			\$ 1,230.00	\$ 159.00	\$ -	\$ 1,389.00
281511110040	Access control, card type, computerized card key system for 1 door, does not include door hardware, lockset or wiring	1	ea	\$ 1,675.00	\$ -	\$ -	
282313102200	Closed circuit television system (CCTV), surveillance, for additional camera stations, add	1	ea	\$ 187.00	\$ 196.00	\$ -	
Division 28	Subtotal			\$ 1,862.00	\$ 196.00	\$ -	\$ 2,058.00
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	37	SF	\$ 106.56	\$ 76.59	\$ -	
321123230050	Base course drainage layers, aggregate base course for roadways and large paved areas, compacted, 3" deep, crushed 3/4" stone base	39	S.Y.	\$ 77.61	\$ 16.77	\$ 27.69	

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: DOG RUN		EXHIBIT/SHEET REFERENCE: SHEET 03					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
321813100600	Synthetic grass surfacing, deluxe, 1/2" pile and 5/8" cushion pad, includes cushion pad, excludes asphalt base or drainage	350	S.F.	\$ 2,380.00	\$ 714.00	\$ -	
323119106200	Decorative metal fences and gates, tubular picket, steel, gates, 4' high, 3' wide	30	Ea.	\$ 10,800.00	\$ 3,330.00	\$ -	
323343131700	Site seating, park benches, steel frame, fir seat, 10' long	1	Ea.	\$ 460.00	\$ 73.00		
328413100150	Subsurface drip irrigation, looped grid, pressure compensating, preinserted emitter, line, hand bury, irregular area, medium, hand bury	24	L.F.	\$ 6.96	\$ 18.96	\$ -	
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2", 100' coil	38	L.F.	\$ 5.32	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	1	Ea.	\$ 4.75	\$ 7.85	\$ -	
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	3	C.Y.	\$ 106.50	\$ 36.45	\$ -	
329333501720	Shrubs, camellia japonica, (Japanese Camellia), Z7, container, 3 gallon	7	Ea.	\$ 97.30	\$ -	\$ -	
Division 32	Subtotal			\$ 14,045.00	\$ 4,273.62	\$ 27.69	\$ 18,346.31
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	473	SF	\$ 104.06	\$ 170.28	\$ -	
Division 33	Subtotal			\$ 104.06	\$ 170.28	\$ -	\$ 274.34
(Cost based on National Average - RS Means 2022)				\$ 27,520.79	\$ 12,025.98	\$ 431.00	\$ 39,977.77
Sales Tax 9.5%				\$ 2,614.47		\$ 40.94	\$ 2,655.41
Estimated Subtotal							\$ 42,633.18
Los Angeles City Index / 100						1.132	\$ 5,627.57
Adjusted Cost (Los Angeles)							\$ 48,260.75
Architectural Fees (01 11 31.10 0060)					4.9%	\$	2,364.77
Construction Management (01 11 31.20 0350)					4.0%	\$	1,930.43
Permit (01 41 26.50 0100)					2.0%	\$	965.21
Engineering Fees (01 11 31.30 0800)					2.5%	\$	1,206.51
Grading (if applicable)					2.0%	N/A	
Survey					2.0%	\$	965.21
GRAND TOTAL							\$ 55,692.88

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 2					
RECREATIONAL AMENITY: LANDSCAPED AREA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	206	sfca	\$ 288.40	\$ 677.74	\$ -	
03 30 5340 1950	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	18	cy	\$ 7,560.00	\$ 4,122.00	\$ 276.30	
Division 3	Subtotal			\$ 7,848.40	\$ 4,799.74	\$ 276.30	\$ 12,924.44
051223175500	Column structural tubing, rectangular, 5"x3"x1/4"x12'-0"	4	ea	\$ 1,048.00	\$ 236.00	\$ 172.00	
Division 5	Subtotal			\$ 1,048.00	\$ 236.00	\$ 172.00	\$ 1,456.00
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	405	sf	\$ 328.00	\$ 421.20	\$ 89.10	
07 22 1610 1966	Roof deck insulation, extruded polystyrene, 4" thick, R20, 60 psi compressive strength, fastening excluded	375	sf	\$ 1,590.00	\$ 120.00	\$ -	
07 76 1610 1100	Roof pavers and supports, concrete blocks, colors, 2" thick	180	S.F.	\$ 435.60	\$ 570.60	\$ -	
Division 7	Subtotal			\$ 2,353.60	\$ 1,111.80	\$ 89.10	\$ 3,554.50
084413100050	Curtain wall, aluminum, stock, single glazed, including glazing average	154	SF	\$ 8,393.00	\$ 1,463.00	\$ -	
Division 8	Subtotal			\$ 8,393.00	\$ 1,463.00	\$ -	\$ 9,856.00
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	2	ea	\$ 910.00	\$ 126.00	\$ -	
Division 22	Subtotal			\$ 910.00	\$ 126.00	\$ -	\$ 1,036.00
260923100650	Lighting devices, photoelectric control, S.P.D.T., 208 V/277 V	1	ea	\$ 201.00	\$ 88.50	\$ -	
265113553000	Interior LED fixtures, linear, suspended mounted, 37 watt, one light bar 4' long, incl lamps, mounting hardware and connections	2	ea	\$ 366.00	\$ 158.00	\$ -	
265623550100	Exterior LED fixture, wall mounted, indoor/outdoor, 12 watt, incl lamps (TYPE XM)	3	ea	\$ 960.00	\$ 159.00	\$ -	
265626500100	Landscape LED Fixtures, 12 volt alum bullet hooded-BLK (TYPE XA)	2	ea	\$ 74.00	\$ 212.00	\$ -	
Division 26	Subtotal			\$ 1,601.00	\$ 617.50	\$ -	\$ 2,218.50
321123230050	Base course drainage layers, aggregate base course for roadways and large paved areas, compacted, 3" deep, crushed 3/4" stone base	22	S.Y.	\$ 43.78	\$ 9.46	\$ 15.62	
323333101000	Planters, fiberglass, planter/bench, 96" square, 27" high	1	Ea.	\$ 2,625.00	\$ 146.00	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 2					
RECREATIONAL AMENITY: LANDSCAPED AREA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2" , 100' coil	28	L.F.	\$ 3.92	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	1	Ea.	\$ 4.75	\$ 7.85	\$ -	
328413101400	Subsurface drip irrigation, air relief valve, inline with compensation tee, 1/2"	1	Ea.	\$ 18.85	\$ 10.45	\$ -	
328413101500	Subsurface drip irrigation, round box for flush ends, 6"	1	Ea.	\$ 8.95	\$ 15.70	\$ -	
328413101600	Subsurface drip irrigation, screen filter, 3/4" screen	1	Ea.	\$ 10.30	\$ 39.50	\$ -	
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	16	C.Y.	\$ 568.00	\$ 194.40	\$ -	
329313402930	Ornamental grasses, festuca cineria "Sea Urchin" , (Sea Urchin Blue Fescue), container, zone 6, 2 gallon	40	Ea.	\$ 664.00	\$ -	\$ -	
329413200850	Landscape edging, steel edge strips, 3/16" x 4" , incl. stakes	7	L.F.	\$ 31.08	\$ 19.95	\$ -	
Division 32	Subtotal			\$ 3,978.63	\$ 443.31	\$ 15.62	\$ 4,437.56
						\$ -	
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	375	SF	\$ 82.50	\$ 135.00	\$ -	
Division 33	Subtotal			\$ 82.50	\$ 135.00	\$ -	\$ 217.50
(Cost based on National Average - RS Means 2022)				\$ 26,215.13	\$ 8,932.35	\$ 553.02	\$ 35,700.50
Sales Tax 9.5%				\$ 2,490.43		\$ 52.53	\$ 2,542.96
Estimated Subtotal							\$ 38,243.46
Los Angeles City Index / 100						1.132	\$ 5,048.13
Adjusted Cost (Los Angeles)							\$ 43,291.59
Architectural Fees		(01 11 31.10 0060)		4.9%		\$	2,121.28
Construction Management		(01 11 31.20 0350)		4.0%		\$	1,731.66
Permit		(01 41 26.50 0100)		2.0%		\$	865.83
Engineering Fees		(01 11 31.30 0800)		2.5%		\$	1,082.28
Grading (if applicable)				2.0%		N/A	
Survey				2.0%		\$	865.83
GRAND TOTAL							\$ 49,958.47

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 3					
RECREATIONAL AMENITY: LANDSCAPED AREA		EXHIBIT/SHEET REFERENCE: SHEET 05					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	960	sfca	\$ 1,344.00	\$ 3,158.40	\$ -	
03 30 5340 1950	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	65	cy	\$ 27,300.00	\$ 14,885.00	\$ 997.75	
Division 3	Subtotal			\$ 28,644.00	\$ 18,043.40	\$ 997.75	\$ 47,685.15
051223175500	Column structural tubing, rectangular, 5"x3"x1/4"x12'-0"	18	ea	\$ 4,716.00	\$ 1,062.00	\$ 774.00	
Division 5	Subtotal			\$ 4,716.00	\$ 1,062.00	\$ 774.00	\$ 6,552.00
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	1500	sf	\$ 1,215.00	\$ 1,560.00	\$ 330.00	
07 22 1610 1966	Roof deck insulation, extruded polystyrene, 4" thick, R20, 60 psi compressive strength, fastening excluded	1380	sf	\$ 5,851.20	\$ 441.60	\$ -	
077616101100	Roof pavers and supports, concrete blocks, colors, 2" thick	956	S.F.	\$ 2,313.52	\$ 3,030.52	\$ -	
Division 7	Subtotal			\$ 9,379.72	\$ 5,032.12	\$ 330.00	\$ 14,741.84
084413100050	Curtain wall, aluminum, stock, single glazed, including glazing, average	702	SF	\$ 38,259.00	\$ 6,669.00	\$ -	
Division 8	Subtotal			\$ 38,259.00	\$ 6,669.00	\$ -	\$ 44,928.00
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	7	ea	\$ 3,185.00	\$ 441.00	\$ -	
Division 22	Subtotal			\$ 3,185.00	\$ 441.00	\$ -	\$ 3,626.00
260923100650	Lighting devices, photoelectric control, S.P.D.T., 208 V/277 V	1	ea	\$ 201.00	\$ 88.50	\$ -	
265113554000	Interior LED fixtures, high bay, surface mounted, round, 150 watts (Type XF)	5	ea	\$ 2,375.00	\$ 980.00	\$ -	
265623550100	Exterior LED fixture, wall mounted, indoor/outdoor, 12 watt, incl lamps (Type XM)	13	ea	\$ 4,160.00	\$ 689.00	\$ -	
265626500100	Landscape LED Fixtures, 12 volt alum bullet hooded-BLK (Type XA)	2	ea	\$ 74.00	\$ 212.00	\$ -	
Division 26	Subtotal			\$ 6,810.00	\$ 1,969.50	\$ -	\$ 8,779.50
321123230050	Base course drainage layers, aggregate base course for roadways and large paved areas, compacted, 3" deep, crushed 3/4" stone base	42	S.Y.	\$ 83.58	\$ 18.06	\$ 29.82	
323119106300	Decorative metal fences and gates, tubular picket, steel, gates, 5' high, 3' wide, includes excavation	3	Ea.	\$ 795.00	\$ 333.00	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 3					
RECREATIONAL AMENITY: LANDSCAPED AREA		EXHIBIT/SHEET REFERENCE: SHEET 05					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
323333101000	Planters, fiberglass, planter/bench, 96" square, 27" high	4	Ea.	\$ 10,500.00	\$ 584.00	\$ -	
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2", 100' coil	250	L.F.	\$ 35.00	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	4	Ea.	\$ 19.00	\$ 31.40	\$ -	
328413101400	Subsurface drip irrigation, air relief valve, inline with compensation tee, 1/2"	4	Ea.	\$ 75.40	\$ 41.80	\$ -	
328413101500	Subsurface drip irrigation, round box for flush ends, 6"	4	Ea.	\$ 35.80	\$ 62.80	\$ -	
328413101600	Subsurface drip irrigation, screen filter, 3/4" screen	4	Ea.	\$ 41.20	\$ 158.00	\$ -	
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	14	C.Y.	\$ 497.00	\$ 170.10	\$ -	
329313303410	Ground covers, conuallaria majalis, (Lily-of-the-Valley), container, zone 3, 1 quart	30	Ea.	\$ 279.00	\$ -	\$ -	
329313402930	Ornamental grasses, festuca cineria "Sea Urchin", (Sea Urchin Blue Fescue), container, zone 6, 2 gallon	160	Ea.	\$ 2,656.00	\$ -	\$ -	
329333601030	Cacti, column cactus, Cereus species, Z8, cont, regular size, 15 gal.	10	Ea.	\$ 855.00	\$ -	\$ -	
329413200850	Landscape edging, steel edge strips, 3/16" x 4", incl. stakes	13	L.F.	\$ 57.72	\$ 37.05	\$ -	
Division 32	Subtotal			\$ 15,929.70	\$ 1,436.21	\$ 29.82	\$ 17,395.73
						\$ -	
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	1380	SF	\$ 303.60	\$ 496.80	\$ -	
Division 33	Subtotal			\$ 303.60	\$ 496.80	\$ -	\$ 800.40
(Cost based on National Average - RS Means 2022)				\$ 107,227.02	\$ 35,150.03	\$ 2,131.57	\$ 144,508.62
Sales Tax 9.5%				\$ 10,186.56		\$ 202.49	\$ 10,389.05
Estimated Subtotal							\$ 154,897.67
Los Angeles City Index / 100						1.132	\$ 20,446.49
Adjusted Cost (Los Angeles)							\$ 175,344.16
Architectural Fees (01 11 31.10 0060)						4.9%	\$ 8,591.86
Construction Management (01 11 31.20 0350)						4.0%	\$ 7,013.76
Permit (01 41 26.50 0100)						2.0%	\$ 3,506.88
Engineering Fees (01 11 31.30 0800)						2.5%	\$ 4,383.60
Grading (if applicable)						2.0%	N/A
Survey						2.0%	\$ 3,506.88
GRAND TOTAL							\$ 202,347.14

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 4					
RECREATIONAL AMENITY: COMMUNITY ROOM		EXHIBIT/SHEET REFERENCE: SHEET 06					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 30 5340 1950	Structural concrete, in place, elevated slab (4000 psi), flat slab with drop panels, 125 psf superimposed load, 30' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	136	cy	\$ 57,120.00	\$ 31,144.00	\$ 2,087.60	
Division 3	Subtotal			\$ 57,120.00	\$ 31,144.00	\$ 2,087.60	\$ 90,351.60
062213155280	Moldings, base, rectangular profile, 1/2" x 3-1/2", oak	232	LF	\$ 700.64	\$ 417.60	\$ -	
Division 06	Subtotal			\$ 700.64	\$ 417.60	\$ -	\$ 1,118.24
08 13 1315 0080	Doors, fire, steel, flush, "B" label, 90 minutes, full panel, 20 ga., 3'-0" x 7'-0"	2	Ea.	\$ 1,180.00	\$ 106.00	\$ -	
081416092280	Door, wood, architectural, flush, interior, 5 ply particle core, oak face, 1-3/8", 3'-0" x 7'-0"	8	Ea.	\$ 1,608.00	\$ 556.00	\$ -	
083213105025	Doors, aluminum sliding telescoping glass door system, 8' wide opening biparting, 8'x7'	6	Ea.	\$ 38,250.00	\$ 2,700.00	\$ -	
084413100150	Curtain wall, aluminum, stock, double glazed, including glazing, average	2240	S.F.	\$ 172,480.00	\$ 23,072.00	\$ -	
087120300020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	12	Ea.	\$ 2,004.00	\$ 900.00	\$ -	
087120306520	Door closer, electro magnetic closer/holder, multi-point, excludes detector	1	Ea.	\$ 1,100.00	\$ 113.00	\$ -	
087120306570	Door closer, electric automatic operators, wall plate actuator	1	Ea.	\$ 299.00	\$ 113.00	\$ -	
087120410011	Door hardware, deadlocks, mortise, heavy duty	1	Ea.	\$ 242.00	\$ 50.00	\$ -	
087120440500	Door hardware, anti-ligature cylindrical lockset, arch handle passage set, US32D	2	Ea.	\$ 598.00	\$ 113.00	\$ -	
087120440510	Door hardware, anti-ligature cylindrical lockset, arch handle privacy set, US32D	4	Ea.	\$ 1,500.00	\$ 226.00	\$ -	
087120440530	Door hardware, anti-ligature cylindrical lockset, arch handle storeroom set, US32D	2	Ea.	\$ 740.00	\$ 113.00	\$ -	
087120440770	Door hardware, anti-ligature mortise lockset, lever handle classroom set, US32D, sectional trim	11	Ea.	\$ 4,785.00	\$ 621.50	\$ -	
087120500020	Door hardware, doorstops, holder and bumper, floor or wall	13	Ea.	\$ 422.50	\$ 183.30	\$ -	
087120652360	Threshold, aluminum, ADA, 6" wide x 36" long	5	Ea.	\$ 60.25	\$ 187.50	\$ -	
087120900012	Door hardware, hinges, full mortise, average frequency, steel base, USP, 4-1/2" x 4-1/2"	19	Pr.	\$ 655.50	\$ -	\$ -	
087120950070	Door hardware, kick plate, stainless steel, .05", 16 ga, 10" x 34"	6	Ea.	\$ 480.00	\$ 180.00	\$ -	
Division 08	Subtotal			\$ 226,404.25	\$ 29,234.30	\$ -	\$ 255,638.55

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 4					
RECREATIONAL AMENITY: COMMUNITY ROOM		EXHIBIT/SHEET REFERENCE: SHEET 06					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
092116331000	Partition wall, interior, standard, taped both sides, installed on & incl.25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 1/2" gypsum drywall	278	S.F.	\$ 333.60	\$ 714.46	\$ -	
093133103283	Ceramic tile, floors, glazed, thin set, color group 1, 24" x 24"	2863	S.F.	\$ 10,621.73	\$ 8,789.41	\$ -	
093133103290	Ceramic tile, border tile, 3" x 12" tile	482	S.F.	\$ 3,952.40	\$ 1,850.88	\$ -	
097216133400	Wall coverings, vinyl, fabric-backed, heavyweight, type 3 (28 oz./S.Y.), incl. sizing	964	S.F.	\$ 1,802.68	\$ 848.32	\$ -	
099123740200	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, brushwork	4086	S.F.	\$ 286.02	\$ 1,348.38	\$ -	
Division 09	Subtotal			\$ 16,996.43	\$ 13,551.45	\$ -	\$ 30,547.88
102813130610	Toilet accessories, dispenser units, towel dispenser & waste receptacle, 18 gallon capacity	3	Ea.	\$ 1,335.00	\$ 135.00	\$ -	
102813131300	Toilet accessories, grab bars, straight, satin finish, 2-1/2" diameter x 36" long	4	Ea.	\$ 140.00	\$ 90.00	\$ -	
102813133200	Toilet accessories, mirror, 48" x 24", with stainless steel 3/4" square frame	5	Ea.	\$ 490.00	\$ 225.00	\$ -	
102813134400	Toilet accessories, robe hook, heavy duty, concealed mounting	5	Ea.	\$ 107.50	\$ 40.25	\$ -	
102813134600	Toilet accessories, soap dispenser, chrome, surface mounted, liquid	4	Ea.	\$ 210.00	\$ 90.00	\$ -	
102813136050	Toilet accessories, toilet seat cover dispenser, stainless steel, surface mounted	5	Ea.	\$ 185.00	\$ 150.00	\$ -	
102813136240	Toilet accessories, toilet tissue dispenser, plastic, surface mounted, twin/jumbo double roll	5	Ea.	\$ 165.00	\$ 93.75	\$ -	
102813137000	Toilet accessories, towel holder, hotel type, 2 guest size	1	Ea.	\$ 67.50	\$ 22.50	\$ -	
102819104500	Shower doors, sliding, tempered glass, 48" opening, excludes plumbing	1	Ea.	\$ 490.00	\$ 90.00	\$ -	
Division 10	Subtotal			\$ 3,190.00	\$ 936.50	\$ -	\$ 4,126.50

Recreation Credit Cost Estimate Sheet

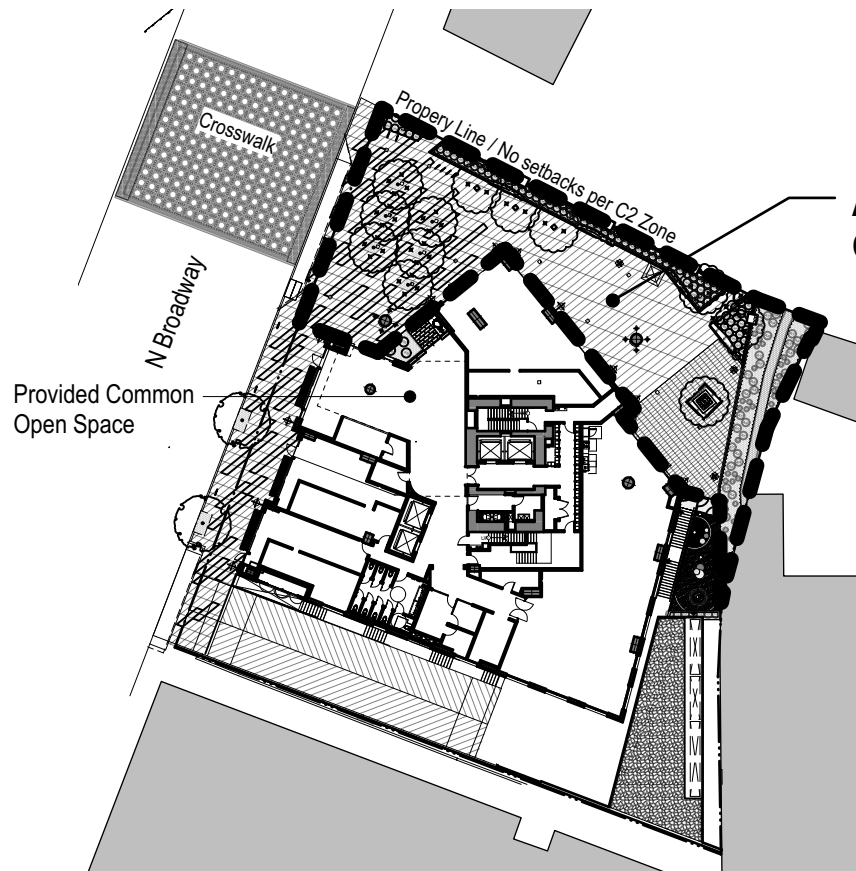
CASE NUMBER: VTT-82227-CN		AREA 4					
RECREATIONAL AMENITY: COMMUNITY ROOM		EXHIBIT/SHEET REFERENCE: SHEET 06					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
123223109600 v	Custom cabinets, rule of thumb: kitchen cabinets, excl. counters & appliances, maximum	76	L.F.	\$ 34,960.00	\$ 2,736.00	\$ -	
123661190150	Engineered stone countertops, color group C, 25" wide, 4" backsplash, maximum	82	L.F.	\$ 13,694.00	\$ 4,920.00	\$ -	
125416701520	Booths, banquet booths, upholstered seat & back, straight, maximum	7.5	L.F.	\$ 9,937.50	\$ 187.50	\$ -	
Division 12	Subtotal			\$ 58,591.50	\$ 7,843.50	\$ -	\$ 66,435.00
224113131140	Water closet, tank type, vitreous china, floor mounted, close coupled, ADA, two piece, 1.28 gpf, includes seat, supply pipe with stop	5	Ea.	\$ 1,380.00	\$ 950.00	\$ -	
224116163100	Sink, kitchen, counter top style, stainless steel, self rimming, single bowl, 25" x 22", includes faucet and drain	3	Ea.	\$ 2,160.00	\$ 540.00	\$ -	
224139102810	Faucets/fittings, lavatory faucet, automatic sensor and operator, with faucet head, residential	5	Ea.	\$ 3,075.00	\$ 455.00	\$ -	
224139104200	Faucets/fittings, shower thermostatic mixing valve, concealed, with shower head trim kit	1	Ea.	\$ 375.00	\$ 70.00	\$ -	
Division 22	Subtotal			\$ 6,990.00	\$ 2,015.00	\$ -	\$ 9,005.00
265113550160	Interior LED fixtures, downlight, cylinder, 10 watts, incl lamps, mounting hardware and connections (TYPE A)	109	Ea.	\$ 6,867.00	\$ 7,194.00	\$ -	
265113552000	Interior LED fixtures, strip, surface mounted, 3,500 K, one light bar 4' long, incl lamps, mounting hardware and connections (TYPE D)	25	Ea.	\$ 7,875.00	\$ 1,562.50	\$ -	
265113554000	Interior LED fixtures, high bay, surface mounted, round, 150 watt (TYPE B)	12	Ea.	\$ 5,700.00	\$ 2,352.00	\$ -	
265113556100	Interior LED fixtures, garage, pendent mounted, 80 watts (TYPE C)	6	Ea.	\$ 4,440.00	\$ 978.00	\$ -	
Division 26	Subtotal			\$ 24,882.00	\$ 12,086.50	\$ -	\$ 36,968.50

Recreation Credit Cost Estimate Sheet

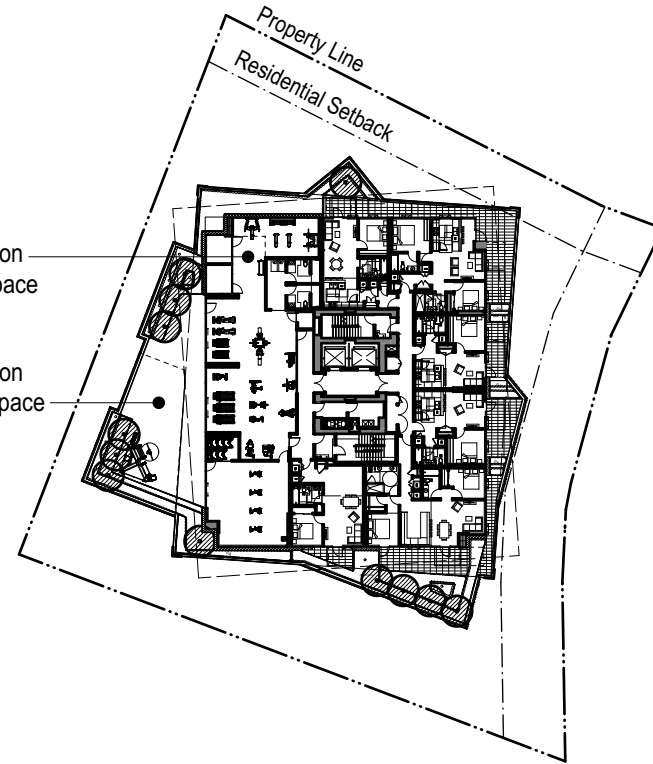
CASE NUMBER: VTT-82227-CN		AREA 4					
RECREATIONAL AMENITY: COMMUNITY ROOM		EXHIBIT/SHEET REFERENCE: SHEET 06					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
284611275200	Detection system, heat detector, smoke detector, ceiling type, excl. wires & conduit	6	Ea.	\$ 858.00	\$ 513.00	\$ -	
Division 28	Subtotal			\$ 858.00	\$ 513.00	\$ -	\$ 1,371.00
(Cost based on National Average - RS Means 2022)				\$ 395,732.82	\$ 97,741.85	\$ 2,087.60	\$ 495,562.27
Sales Tax 9.5%				\$ 37,594.61		\$ 198.32	\$ 37,792.93
Estimated Subtotal							\$ 533,355.20
Los Angeles City Index / 100						1.132	\$ 70,402.88
Adjusted Cost (Los Angeles)							\$ 603,758.08
Architectural Fees (01 11 31.10 0060)						4.9%	\$ 29,584.14
Construction Management (01 11 31.20 0350)						4.0%	\$ 24,150.32
Permit (01 41 26.50 0100)						2.0%	\$ 12,075.16
Engineering Fees (01 11 31.30 0800)						2.5%	\$ 15,093.95
Grading (if applicable)						2.0%	N/A
Survey						2.0%	\$ 12,075.16
GRAND TOTAL							\$ 696,736.81

LAMC 12.33, Section H
Recreation Credit Summary Table Project Overview

CASE NUMBER: VTT-82227-CN			
SUMMARY TABLE		SHEET 01	
Area	Description	Sheet #	Credit Amount
			Publicly accessible parks & rec facilities
Area 1	Ground Floor - Public Plaza	03	\$ 990,480.98
Subtotal			\$ 990,480.98
Recreation Credit Total			\$ 990,480.98



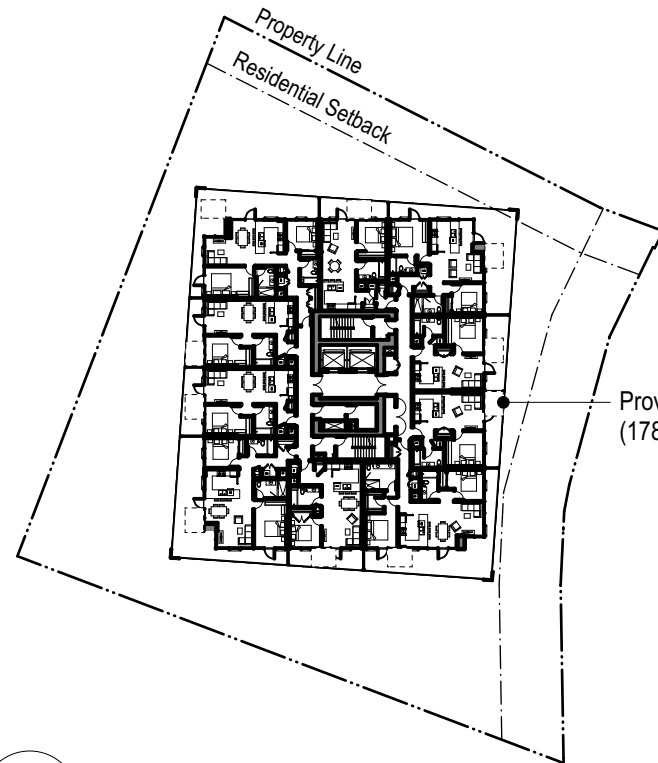
AREA 1
Ground Floor - Public Plaza



Provided Common
Interior Open Space
2,499 SF

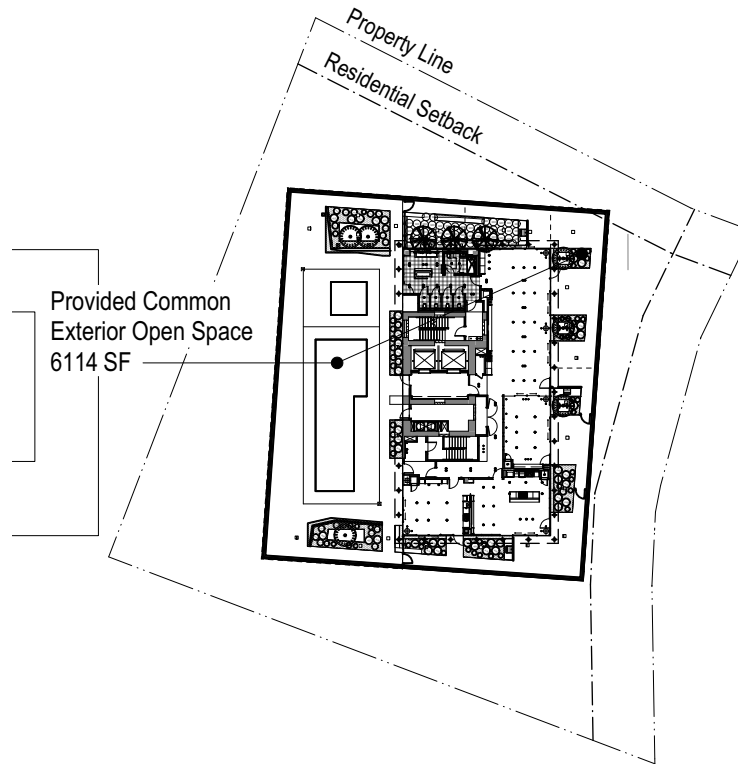
Provided Common
Exterior Open Space
1043 SF

2 **L4 Fitness Amenity - Overall Plan**



Provided Private Open
(178 units x 50 sf)

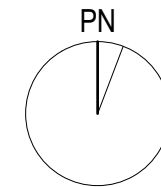
3 **Typical Floor Plan**



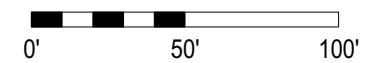
Provided Common
Exterior Open Space
6114 SF

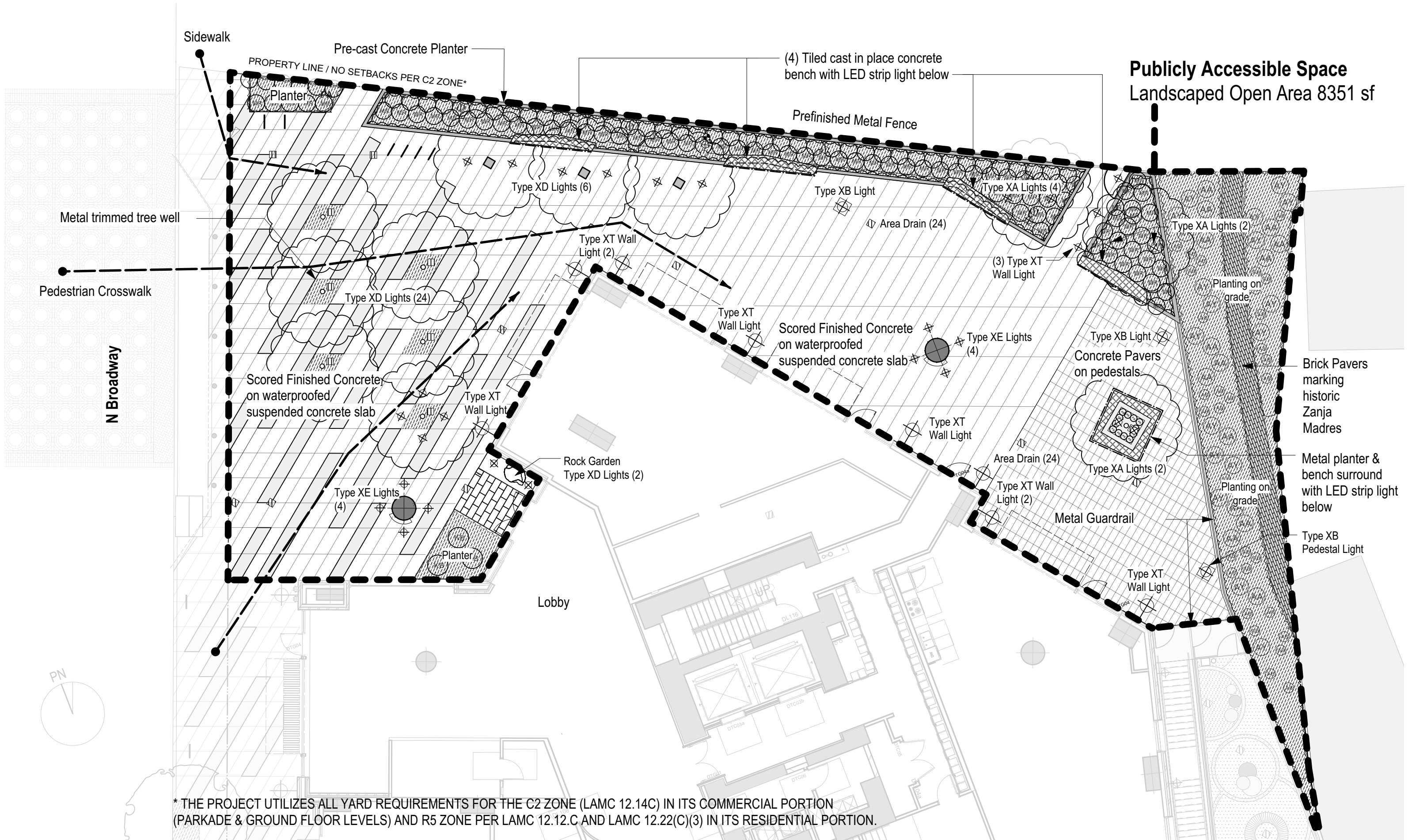
4 **L23 Rooftop Amenity - Overall Plan**
See Sheet 05

* THE PROJECT UTILIZES ALL YARD REQUIREMENTS FOR THE C2 ZONE (LAMC 12.14C) IN ITS COMMERCIAL PORTION (PARKADE & GROUND FLOOR LEVELS) AND R5 ZONE PER LAMC 12.12.C AND LAMC 12.22(C)(3) IN ITS RESIDENTIAL PORTION.



OPEN SPACE		
	TOTAL REQUIRED OPEN SPACE	19,952 SF
	TOTAL PROVIDED OPEN SPACE	33,839 SF
	EXCESS OPEN SPACE FOR REC CREDIT	13,887 SF





Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
03 11 1385 7860	C.I.P. concrete forms, walls, modular prefabricated plywood, to 8' high, includes erecting, bracing, stripping and cleaning	4258	sfca	\$ 5,961.20	\$ 14,008.82	\$ -	
03 30 5340 2150	Structural concrete, in place, elevated slab (4000 psi), flat plate, 125 psf superimposed load, 25' span, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing	687	cy	\$ 257,625.00	\$ 161,445.00	\$ 10,820.25	
Division 3	Subtotal			\$ 263,586.20	\$ 175,453.82	\$ 10,820.25	\$ 449,860.27
051223650300	Steel plate, structural, for connections & stiffeners, 3/8" T, shop fabricated, incl shop primer	115	SF	\$ 2,875.00	\$ -	\$ -	
057323500700	Railing, ornamental, composite metal and wood or glass, 3'-6" high, posts @ 6' OC, hand assembled, fancy	72.6	LF	\$ 20,836.20	\$ 5,989.50	\$ -	
Division 05	Subtotal			\$ 23,711.20	\$ 5,989.50	\$ -	\$ 29,700.70
07 12 1320 0300	Membrane Waterproofing, on slabs, felt 2 ply	6872	sf	\$ 5,566.32	\$ 7,146.88	\$ 1,511.84	
07 22 1610 1966	Roof deck insulation, extruded polystyrene, 4" thick, R20, 60 psi compressive strength, fastening excluded	5769	sf	\$ 24,460.56	\$ 1,846.08	\$ -	
07 76 1610 1700	Roof pavers and supports, support pedestal, PVC legs, 4" diameter, SDR 35	2423	in.	\$ 436.14	\$ 314.99	\$ -	
Division 7	Subtotal			\$ 30,463.02	\$ 9,307.95	\$ 1,511.84	\$ 41,282.81
09 63 1310 0590	Brick flooring, pavers, ironspot, 4" x 8" x 2-1/4" thick	200	SF	\$ 4,500.00	\$ 1,780.00	\$ -	
Division 9	Subtotal			\$ 4,500.00	\$ 1,780.00	\$ -	\$ 6,280.00
221113740180	Pipe, plastic, fiberglass, filament wound, general service, 10" diameter, includes couplings 10' OC, and hangers 3 per 10'	241	LF	\$ 29,161.00	\$ 9,158.00	\$ -	
22 14 2616 5000	Drain, scupper floor, oblique strainer, cast iron, 6" x 7" top, 2", 3" and 4" pipe size	24	ea	\$ 10,920.00	\$ 1,512.00	\$ -	
Division 22	Subtotal			\$ 40,081.00	\$ 10,670.00	\$ -	\$ 50,751.00
260923100650	Lighting devices, photoelectric control, S.P.D.T., 208 V/277 V	1	Ea.	\$ 201.00	\$ 88.50	\$ -	
265113550160	Interior LED fixtures, downlight, cylinder, 10 watts, incl lamps, mounting hardware and connections	8	Ea.	\$ 504.00	\$ 528.00	\$ -	
265113553000	Interior LED fixtures, linear, suspended mounted, 37 watt, one light bar 4' long, incl lamps, mounting hardware and connections	21	Ea.	\$ 3,843.00	\$ 1,659.00	\$ -	
265623550110	Exterior LED fixture, wall mounted, indoor/outdoor, 32 watt, incl lamps	10	Ea.	\$ 4,100.00	\$ 530.00	\$ -	
265626200170	Landscape fixtures, low voltage, recessed uplight, incl conduit, wire, trench	32	Ea.	\$ 14,880.00	\$ 7,712.00	\$ -	
265626500100	Landscape LED Fixtures, 12 volt alum bullet hooded-BLK	8	Ea.	\$ 296.00	\$ 848.00	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
265633106800	Bollard light, exterior, w/ polycarbonate lens, metal halide, 175 watt, 42" high, incl ballast and lamp	3	Ea.	\$ 3,075.00	\$ 531.00	\$ -	
Division 26	Subtotal			\$ 26,899.00	\$ 11,896.50	\$ -	\$ 38,795.50
282313102400	Closed circuit television system (CCTV), industrial quality, one station (camera & monitor)	1	ea	\$ 1,550.00	\$ 405.00	\$ -	
282313102800	Closed circuit television system (CCTV), industrial quality, for weatherproof camera station, add	1	ea	\$ 480.00	\$ 405.00	\$ -	
Division 28	Subtotal			\$ 2,030.00	\$ 810.00	\$ -	\$ 2,840.00
320190130100	Fertilizing, dry granular, 4 lb./M.S.F., hand spread	1.58	M.S.F.	\$ 4.53	\$ 24.02	\$ -	
320190130190	Fertilizing, add for weed control	1.58	M.S.F.	\$ 0.60	\$ -	\$ -	
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	5412	S.F.	\$ 15,586.56	\$ 11,202.84	\$ -	
320610100980	Sidewalks, driveways, and patios, tree grate, cast iron, with frame, 2-piece, 5' square, excludes base	6	Ea.	\$ 7,650.00	\$ 285.00	\$ 78.90	
320610101050	Sidewalks, driveways, and patios, sidewalk, crushed stone, bluestone, 1" thick, excludes base	105	S.F.	\$ 21.00	\$ 45.15	\$ -	
320610102300	Sidewalks, driveways, and patios, sidewalk, tile, thinset pavers, 3/8" thick, excludes base	112	S.F.	\$ 560.00	\$ 299.04	\$ -	
321413160720	Precast concrete unit paving slabs, patio block, colors, 16" x 16", 2-3/8" thick	1077	S.F.	\$ 19,170.60	\$ 2,574.03	\$ -	
323119106500	Decorative metal fences and gates, tubular picket, steel, gates, 6' high, 4' wide, includes excavation	29	Ea.	\$ 10,295.00	\$ 3,219.00	\$ -	
323333100700	Planters, Fiberglass, 48" side, 36" high	1	Ea.	\$ 780.00	\$ 48.50	\$ -	
328413100150	Subsurface drip irrigation, looped grid, pressure compensating, preinserted emitter, line, hand bury, irregular area, medium, hand bury	250	L.F.	\$ 72.50	\$ 197.50	\$ -	
328413100850	Subsurface drip irrigation, supply tubing, material only, 1/2", 100' coil	250	L.F.	\$ 35.00	\$ -	\$ -	
328413101100	Subsurface drip irrigation, flush risers	12	Ea.	\$ 57.00	\$ 94.20	\$ -	
328413101400	Subsurface drip irrigation, air relief valve, inline with compensation tee, 1/2"	12	Ea.	\$ 226.20	\$ 125.40	\$ -	
328413101500	Subsurface drip irrigation, round box for flush ends, 6"	12	Ea.	\$ 107.40	\$ 188.40	\$ -	
328413101600	Subsurface drip irrigation, screen filter, 3/4" screen	12	Ea.	\$ 123.60	\$ 474.00	\$ -	
328413102680	Subsurface drip irrigation, install PVC or hose bib to PE drip adapter fitting	12	Ea.	\$ 23.04	\$ 141.60	\$ -	
328413102700	Subsurface drip irrigation, install four zone control module	1	Ea.	\$ 56.50	\$ 118.00	\$ -	
328423101380	Underground sprinklers irrigation system, for lawns, controller valve boxes, 12" square box, excludes piping, excavation and backfill	1	Ea.	\$ 47.50	\$ 96.50	\$ -	
329113160100	Soil preparation, mulching, aged barks, 3" deep, hand spread	170	S.Y.	\$ 744.60	\$ 620.50	\$ -	
329113161050	Soil preparation, mulching, filter fabric weed barrier	170	S.Y.	\$ 144.50	\$ 61.20	\$ -	

Applicant: TF Broadway LP

Project: HARMONY - 942 N Broadway, Los Angeles, CA

2022-06-10

Recreation Credit Cost Estimate Sheet

CASE NUMBER: VTT-82227-CN		AREA 1					
RECREATIONAL AMENITY: GROUND FLOOR - PUBLIC PLAZA		EXHIBIT/SHEET REFERENCE: SHEET 04					
Line Number	Description	QTY	Unit	MATERIAL	LABOR	EQMT	EST TOTAL
329113262000	Planting beds preparation, mix planting soil, by hand, includes loam, manure, peat	182	C.Y.	\$ 6,461.00	\$ 2,211.30	\$ -	
329313402930	Ornamental grasses, festuca cineria "Sea Urchin", (Sea Urchin Blue Fescue), container, zone 6, 2 gallon	20	Ea.	\$ 332.00	\$ -	\$ -	
329343407903	Conifer trees, taxus cuspidata capitata, (Upright Japanese Yew), container/B&B, zone 4, 2' to 2-1/2'	51	Ea.	\$ 4,539.00	\$ -	\$ -	
329413200850	Landscape edging, steel edge strips, 3/16" x 4", incl. stakes	58	L.F.	\$ 257.52	\$ 165.30	\$ -	
Division 32	Subtotal			\$ 67,295.65	\$ 22,191.48	\$ 78.90	\$ 89,566.03
33 41 2319 0170	Geotextile subsurface drainage filtration, fabric ply bonded to 3-dimensional nylon mat, ideal conditions, 0.4" thk	7320	SF	\$ 1,610.40	\$ 2,635.20	\$ -	
Division 33	Subtotal			\$ 1,610.40	\$ 2,635.20	\$ -	\$ 4,245.60
(Cost based on National Average - RS Means 2022)				\$ 460,176.47	\$ 240,734.45	\$ 12,410.99	\$ 713,321.91
Sales Tax 9.5%				\$ 43,716.76		\$ 1,179.04	\$ 44,895.80
Estimated Subtotal							\$ 758,217.71
Los Angeles City Index / 100						1.132	\$ 100,084.73
Adjusted Cost (Los Angeles)							\$ 858,302.44
Architectural Fees (01 11 31.10 0060)					4.9%	\$	42,056.81
Construction Management (01 11 31.20 0350)					4.0%	\$	34,332.09
Permit (01 41 26.50 0100)					2.0%	\$	17,166.04
Engineering Fees (01 11 31.30 0800)					2.5%	\$	21,457.56
Grading (if applicable)					2.0%	N/A	
Survey					2.0%	\$	17,166.04
GRAND TOTAL							\$ 990,480.98