

## DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION

## JOINT REPORT NO.1

Date: November 8, 2024

CD # ALL

**AUTHORITY TO AWARD AND EXECUTE CONTRACTS WITH CREATIVE PAVING SOLUTIONS, LLC AND PAVEMENT COATINGS COMPANY TO PERFORM SERVICES FOR THE COOL PAVEMENT NEIGHBORHOOD COOLING PROJECT (W.O. # M0016289)**

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**RECOMMENDATIONS:**

That the Board of Public Works (Board):

1. DECLARE Creative Paving Solutions, LLC doing business as Creative Paving Coating Solutions (CPCS) and Pavement Coatings Company (PCC) as the most responsive and responsible proposers for the Cool Pavement Neighborhood Cooling Project (Project).
2. APPROVE and FORWARD this report with transmittals to the Mayor with the request that the Board of Public Works (Board) be authorized to execute Personal Services Contracts with CPCS and PCC for this Project.
3. AUTHORIZE the President or two Board Members to execute the contracts for this Project upon Mayor's authorization and after approval as to form by the City Attorney has been obtained.

**TRANSMITTAL(S):**

1. [Board report for Authorization to Release Request for Proposal, March 20, 2024.](#)
2. [Summary of proposals and evaluations received on May 10, 2024](#)
3. [Creative Paving Solutions Contract](#)
4. [Pavement Coatings Company Contract](#)
5. [City Administrative Officer \(CAO\) Notice of Intent to Contract submitted May 30, 2023.](#)
6. [Personnel's 1022 Review Response dated June 12, 2023.](#)

**BACKGROUND**

These Cool Pavement contracts will provide for the mechanized installation of cool pavement coatings on entire City block roadways at locations specified by StreetsLA on

a daily basis each year for five (5) years, with a combined annual amount of approximately \$5,000,000.

### **Request for Proposals**

On March 20, 2024, the Board authorized the advertisement of the Request for Proposal (RFP) for this Project (Transmittal No. 1). StreetsLA received a total of four proposals in response to the RFP by the deadline of May 9, 2024. Proposals were submitted by CPCS, PCC, Petrochem Materials Innovation, and R Brothers, Inc.

All four proposals were forwarded to the Bureau of Contract Administration (BCA) on May 30, 2024 for evaluation of the Business Inclusion Program (BIP) and Local Business Preference Program (LBPP), business certification reviews, and compliance assessment. BCA completed their review of the proposals and determined that CPCS and PCC passed their BIP Outreach and verified that none of the proposers are certified local businesses.

### **Panelists Review of Proposals**

The evaluation and scoring of the proposals for this Project were completed by an evaluation panel consisting of two StreetsLA staff members and one Department of General Services personnel who evaluated the proposals based on the criteria established in the RFP (Transmittal No. 2). Based on the panel's evaluations, it was determined that the CPCS and PCC proposals were reasonable and met the requirements set forth in the RFP. CPCS submitted a cost of 0.69 per square foot inclusive of all traffic control and costs associated with the mechanized application of GAF Solar Gray Durashield and GAF Streetbond coatings. PCC submitted a cost of 0.69 per square foot (light gray material) and 0.72 per square foot of (dark gray material) inclusive of all traffic control and costs associated with the mechanized application of Cool Seal by Guardtop. StreetsLA recommends that this Project be awarded to CPCS and PCC, the most cost effective, responsive proposers.

### **Business Inclusion Program (BIP)**

On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the BIP. This program provides Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for and participate in City Contracts. Additionally, the BIP requires bidders and proposers to perform and document a BIP Outreach via the internet utilizing the Los Angeles Regional Alliance Marketplace Procurement (RAMP) system.

At the time of distribution of the RFP, the City established anticipated participation levels for these contracts at 18 percent MBE, 4 percent WBE, 4 percent SBE, 4 percent EBE, and 4 percent DVBE. PCC has pledged to utilize Fryman Management, a certified DVBE and SBE subcontractor.



However, due to the unknown number and size of future work locations a utilization percentage could not be established. CPCS did not pledge to utilize any subcontractors and therefore, has zero participation levels for all business enterprise categories.

### **LOCAL BUSINESS PREFERENCE PROGRAM**

Los Angeles Administrative Code (L.A.A.C.) Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a LSB and/or LTE, they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluation points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB and/or LTE subcontractor.

Pursuant to the LBP Program and as verified by the BCA - Office of Contract Compliance (OCC), all four proposers are not LBE or CBE certified firms and did not utilize subcontractors that were LBE, CBE, LSB and/or LTE certified.

**Creative Paving Solutions, LLC dba Creative Paving Coating Solutions (CPCS)** has worked on one contract issued by the Board of Public Works. No significant or unresolved problems in inspection, contract compliance, or bidder responsibility have been experienced by the Bureau of Contract Administration.

### **FIRST TIME BIDDER**

**Pavement Coatings Co (PCC)** has no record of having worked on any previous contracts awarded by the Board of Public Works within the last five years. The Office of Contract Compliance has checked with various State agencies and none of these agencies reported any labor compliance problems on file concerning the contractor.

The Inspector of Public Works has conducted a First Time Bidder investigation of references provided by the contractor and did not find any evidence of violations of statutes, regulations, ordinances, or wrongdoing by the contractor. The report was submitted to the Board on October 7, 2024.

### **Compliance with the City's Non-Discrimination Policies**

Companies will need to comply with the City's Affirmative Action, Non-Discrimination/Equal Employment Practices Provisions, Equal Benefits Ordinance, First Source Hiring Ordinance, Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance prior to commencement of work on this contract renewal.

### **Living Wage Ordinance/Worker Retention Ordinance**

Companies will follow the Living Wage Ordinance and the Worker Retention Ordinance.

### **Peak Hour Construction and Right-of-Way Obstruction Regulations**

All contractors are to follow the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions unless an exemption from the Peak Traffic Hours Prohibition is approved.

### **Contractor Responsibility Ordinance**

All contractors participating in this proposal process are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to follow all requirements specified in the Ordinance will render the proposers contract subject to termination pursuant to the conditions expressed therein.

### **Contract Administration**

Responsibility for the administration and management of the contract for Servicing of Street Paving shall rest with StreetsLA's Urban Forestry Division.

### **Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the L.A.A.C., the project manager, and the City inspector for this construction contract shall submit Contractor Performance Evaluation Reports to the BCA (Department of Public Works) upon completion of this project.

**NOTIFICATION OF INTENT TO CONTRACT**

The required Notification of Intent to Contract was filed on May 30, 2023 with the CAO Clearinghouse.

**CHARTER SECTION 1022**

The Personnel Department determined on June 12, 2023 that due to lack of training/expertise and the limited Project duration, there are no City classifications that can perform the full scope of work.

**Funding**

Total cost ceiling for this Project is \$25,000,000. Sufficient funds of \$5,000,000 are available in the FY 2024-2025 General Fund Budget, Fund 100, Department 86, Account No. 003040 – Contractual Services, Urban Forestry Division, Organization No. 86243050, Program No. 0500, Sub-activity 00 to pay for invoices.


**Financial Liability Clause**

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(Signature Page to Follow)

SIGNATURE PAGE

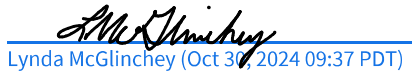
Respectfully Submitted,



for

KEITH MOZEE  
Executive Director and General Manager  
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

  
Lynda McGlinchey (Oct 30, 2024 09:37 PDT)

LYNDA MCGLINCHEY  
Compliance Program Manager II  
Bureau of Contract Administration



JOHN L. REAMER, JR.  
Inspector of Public Works  
Bureau of Contract Administration

APPROVED AS TO FUNDS



MIGUEL DE LA PEÑA  
Director  
Office of Accounting

Date: 10/10/2024  
Fund 100, Dept.86, Appr. 003040, \$25,000,000

Questions regarding this report may be referred to:  
Anne Veal, Management Analyst  
213-216-4164 Cell  
Anne.Veal@lacity.org  
StreetsLA, Urban Forestry Division

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
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Date: March 6, 2024  
Council District No. ALL

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California

MAR 20 2024

  
Executive Officer  
Board of Public Works

Honorable Board of Public Works  
Of the City of Los Angeles

**AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS AND NEGOTIATE A  
CONTRACT FOR COOL PAVEMENT COATINGS FOR THE COOL NEIGHBORHOOD  
PROJECT (W.O. #M0016289)**

**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. AUTHORIZE the Director of the Bureau of Street Services (StreetsLA) to:
  - A. ISSUE and release the Request for Proposal (RFP) for The Cool Pavement Coatings Project for The Cool Neighborhood Project (Transmittal 4);
  - B. EVALUATE the RFP submissions and based on the criteria set forth in the RFP, select and interview the most responsive, responsible proposer(s);
  - C. NEGOTIATE a Personal Services Contract with the most qualified proposer(s); and
2. DIRECT the Director of StreetsLA to return back to the Board for authority to award and execute the negotiated contract with a term period sufficient to complete the proposed project.

**TRANSMITTALS**

1. Copy of Adopted Board Report requesting authorization to execute a Sole Source Contract with Creative Paving Solutions, Inc. dated May 26, 2021.
2. Copy of Sole Source Contract with Creative Paving Solutions, LLC dba Creative Paving Coating Solutions, LLC executed June 8, 2021.
3. Copy of Adopted Request to Exercise one-year renewal option dated May 25, 2022.
4. Copy of Request for Proposal for the Cool Pavement Coatings for the Cool Neighborhood Project.
5. Copy of City Administrative Officer (CAO) Notice of Intent to Contract submitted May 30, 2023.

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6. Copy of Personnel's 1022 Review Response dated June 12, 2023.

**DISCUSSION**

**Background**

In April 2021, The StreetsLA launched the Cool Streets Cooling LA's Neighborhoods Project. This was a multi-year pilot project to provide Cool Paving to a 200-street segment of the City. The selection criteria were based on a Public Land Climate mapping tool that identified communities that had low shade canopies with high heat indexes. Targeted areas were streets adjacent to schools and parks, bus stops, existing tree planting projects, vacant tree wells, and locations of possible new tree wells. In order to expedite this project and provide immediate cooling relief to underserved areas, on May 26, 2021 the Board of Public Works authorized StreetsLA to execute a sole source contract for Cool Pavement services with Creative Paving Solutions for a term of one year with a one-year renewal option (Transmittal Nos. 1 and 2). On May 25, 2022, the Board authorized the one-year renewal through June 30, 2023 (Transmittal No. 3).

StreetsLA intends to expand the Cool Pavement Program but does not have the technical expertise, equipment, nor staffing resources to mechanically apply cool pavement coatings onto City streets. It is more cost effective to continue performing this work using a contractor having the knowledge, skills, personnel, equipment, and materials necessary to perform the work.

The Bureau requests authority to release an RFP to award a new contract to the most qualified proposer(s), who submits the best and most responsive proposal (Transmittal No. 4). The RFP will be advertised and will include an announcement of a mandatory pre-proposal meeting. The pre-proposal meeting will clarify the minimum requirements to be considered a qualified proposer and address any areas of concern or questions that arise from the proposal documents. A qualified proposer will be defined as: a contractor with a minimum of five (5) years' experience (preferably with a governmental agency) providing Street Paving Cooling material to mitigate the heating effects of City Streets as verified by a review of references.

**Community Level Contracting**

On January 6, 2022, the Los Angeles City Council passed a Community Level Contracting (CLC) Motion in the Economics Development Jobs Committee to establish CLC as a Citywide procurement practice. CLC is the practice of unbundling large contracts into work packages of \$100,000 or less to provide small businesses an opportunity to do business directly with the City as Prime contractors. The nature and scope of work for the Cool Pavement Neighborhood Project is technical and specialized and cannot be broken up into smaller packages. The expertise and experience require proposers to provide

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established contractual history with government projects in the specialized area of Cool Pavement Coatings with a minimum of 5 years' experience providing Street Paving Cooling material to mitigate the heating effects of City streets.

**Rationale for Using an RFP**

The RFP process is being used instead of the bid process to solicit the best, most experienced businesses available. A proposal review committee consisting of staff from StreetsLA will evaluate all submitted proposals in order to determine which proposal or combination of proposals will bring the greatest value and sustainable option to the City.

**RFP Selection Process and Proposal Criteria**

This RFP is a solicitation for proposals from experienced contractors for the application of cool pavement coating materials for the Neighborhood Cooling Project. Contracts will be for a term of five years.

The RFP will be advertised on the Regional Alliance Marketplace for Procurement and will be available for download on [www.rampla.org](http://www.rampla.org). It will include an announcement of a mandatory pre-proposal meeting. The pre-proposal meeting will clarify the scope of work, evaluation criteria, and other areas of concern or questions that may arise from the proposal documents.

A proposal review committee will evaluate and rate all proposals. Based upon the evaluation panel's final report, StreetsLA will submit a report to the Board containing a recommendation to award and execute a personal service contract(s) related to capital improvement (CIP) construction services with the selected Proposer(s). Contract(s) will then be submitted to the Board and the Mayor for approval. StreetsLA may select more than one proposer.

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 4.1 in Transmittal No. 4 for details):

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 4.1 in Transmittal No. 4 for details):

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TABLE 1

Evaluation Criteria	Percentage
Overall qualifications, capacity, and experience of the proposer	30%
Overall Proposal Responsiveness	20%
Cost-effectiveness/Value to the City	15%
Scope Emissions	15%
Workplace Safety Requirements	10%
Ability to manage performance	10%
Maximum Points - Total	100%

**Business Inclusion Program**

The Business Inclusion Program (BIP) will be administered in compliance with the Mayor's Executive Directive No. 14 that was issued on January 12, 2011. StreetsLA has established anticipated participation levels of 18% Minority Business Enterprise (MBE), 4% Women Business Enterprise (WBE), 4% Small Business Enterprise (SBE), 4% Emerging Business Enterprise (EBE), and 4% Disabled Veteran Business Enterprise (DVBE).

Proposers submitting a bid proposal in response to this RFP shall be required to perform a BIP Outreach using the City's RAMP system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

**Local Business Preference Program (LBPP).**

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the LBP Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the



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LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent (12%). Additionally, all non-LBE Proposers may be granted an additional percentage, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subconsultant.

**Compliance with Board RFP Policy**

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

**Compliance with the City's Non-Discrimination Policies**

Contractors shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, First Source Hiring Ordinance, Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, and Disclosure of Border Wall Contracting Ordinance requirements of the RFP.

**Contractor Responsibility Ordinance**

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

**Other City Policies and Requirements**

All qualified and interested parties submitting bids shall be required to comply with all City requirements outlined in the RFP.

**Notification of Intent to Contract**

The Notification of Intent to Contract (NOI) was filed with the CAO Clearinghouse on May 30, 2023 (Transmittal No. 5).

**Charter Section 1022**

The Personnel Department made a Charter 1022 determination on June 12, 2023 and concluded that there are no City classifications that can perform the full scope of work requested due to lack of staff and/or lack of training/expertise required to produce or mechanically apply cool paving material. Furthermore, StreetsLA does not have the expert knowledge to perform a cost benefit analysis and the project is of a limited duration. (Transmittal No. 6).

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### BUREAU OF STREET SERVICES BUREAU OF CONTRACT ADMINISTRATION JOINT REPORT NO.1

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#### **Contract Administration**

Responsibility for the administration and management of the contract for Cool Pavement Coating for the Neighborhood Cooling Project Services shall rest with StreetsLA's Urban Forestry Division.

#### **Contractor Performance Evaluation**

In accordance with Ordinance No. 173018, Article 13, Chapter 1, Division 10 of the City of LAAC, the appropriate City personnel responsible for quality control of the PSC shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract.

#### **Proposed Term of Contract Amendment**

The contract will be for a term of five (5) years upon contract execution.

#### **RFP Review**

The proposed RFP has been reviewed and approved as to form by the City Attorney's Office.

#### **FUTURE ACTION**

A review committee will evaluate the proposals. After evaluation by the review committee, semifinalists will be selected, interviewed, and ranked. StreetsLA will then initiate contract negotiations with the highest ranked responsive, responsible proposer(s) and return to the Board for authority to execute the contract(s) with the selected proposer(s).

#### **FISCAL IMPACT STATEMENT**

StreetsLA estimates that the annual usage for the proposed contract extension will be approximately \$6,750,000, covering January 16, 2024 through January 15, 2025. Sufficient funds are available within the StreetsLA budget for this purpose.

#### **STATUS OF FUNDING**

The total funding for this contract has been authorized in the amount of up to \$6,750,000 by City Council in the current budget (Fiscal Year 2023-2024 Fund 100, Department 86, Appropriation Account 003040 contractual services).

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, future funds and appropriations will be determined by the Director and General Manager of StreetsLA or designee.

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The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

(CS, ATR)

(Signature Page to Follow)

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**SIGNATURE PAGE**

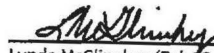
Respectfully Submitted,



for

**KEITH MOZEE**  
Executive Director and General Manager  
Bureau of Street Services

**COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:**



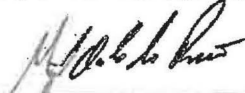
Lynda McGlinchey (Feb 23, 2024 17:10 PST)

**LYNDA MCGLINCHEY**  
Compliance Program Manager II  
Bureau of Contract Administration



**JOHN L. REAMER, JR.**  
Inspector of Public Works  
Bureau of Contract Administration

**APPROVED AS TO FUNDS**



**MIGUEL DE LA PEÑA**  
Director  
Office of Accounting

Date: 2/15/2024

Fund 100, Dept.86, Appr. 003040, \$6,750,000  
KM/SHC/MC: mmy

Questions regarding this report may be referred to:  
Anne Veal, Management Analyst  
213-216-4164 Cell  
Anne.Veal@lacity.org  
StreetsLA, Urban Forestry Division

**SUMMARY OF COOL PAVEMENT PROPOSAL SCORES**  
RAMP ID #210052

	Overall qualifications, capacity, and experience	Overall Proposal Responsiveness	Cost-effectiveness /Value to the City	Scope Emissions	Workplace Safety Requirements	Ability to manage performance	Subtotal	Average Score Subtotal	Additional Local Business Preference Program (LBPP)	Maximum Points Total	Final Score	Proposer	Selected Proposer
<b>Range of Maximum Points Possible</b>	<b>0 - 25</b>	<b>0 - 15</b>	<b>0 - 15</b>	<b>0 - 13</b>	<b>0 - 10</b>	<b>0 - 10</b>	<b>88</b>		<b>0 - 12</b>	<b>100</b>			
Creative Paving Solutions, Inc.	25	15	14	13	10	10	87						
	25	15	12	13	10	10	85	83.33	0.00		83.33	Creative Paving Solutions	<input checked="" type="checkbox"/>
	25	15	10	13	5	10	78						
Pavement Coatings, Co.	21	15	15	13	10	7	81						
	17	15	15	13	10	7	77	81.00	0.00		81.00	Pavement Coatings	<input checked="" type="checkbox"/>
	25	15	15	13	10	7	85						
R Brothers, Inc.	13	11	5	0	5	6	40						
	8	12	5	0	3	5	33	34.33	0.00		34.33	R Brothers, Inc.	<input type="checkbox"/>
	13	12	0	0	0	5	30						
Petrochem Materials Innovations, LLC	2	15	13	0	10	9	49						
	0	15	12	0	10	8	45	51.00	0.00		51.00	Petrochem Materials	<input type="checkbox"/>
	17	15	10	0	10	7	59						

Average Score for Each Criteria												
Proposer	Status	Overall qualifications, capacity, and experience	Overall Proposal Responsiveness	Cost-effectiveness /Value to the City	Scope Emissions	Workplace Safety Requirements	Ability to manage performance	Average Score Subtotal	LBPP Points	Final Score	Comments	
Creative Paving Solutions, Inc.	Contract Pending	25	15	12	13	8.33	10.00	83.33	0	83.33	Out of state Company, Arizona - Does not qualify for LBE, LSBE and is not LTE certified	
Pavement Coatings, Co.	Contract Pending	21.00	15.00	15.00	13.00	10.00	7.00	81.00	0	81.00	Riverside County - Does not qualify for LBE, LSBE and is not LTE certified	
R Brothers, Inc.	Rejection Letter pending	11.33	11.67	3.33	0.00	2.67	5.33	34.33	0	34.33	Los Angeles County but not LBE, LSBE or LTE certified, however, is pending LBE certification (applied 4/24/24), Certified EBE, SBE, SBE, OBE, VSBE Even if Proposer was granted an LBE certification and the maximum LBPP points were applied, Proposer would still have the lowest score.	
Petrochem Materials Innovations, LLC	Rejection Letter pending	6.33	15.00	11.67	0.00	10.00	8.00	51.00	0	51.00	San Diego County - Does not qualify for LBE, LSBE and is not LTE certified	

CONTRACT NO. \_\_\_\_\_

**PERSONAL SERVICES CONTRACT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**CREATIVE PAVING SOLUTIONS, LLC dba  
CREATIVE PAVING COATING SOLUTIONS**

**FOR**

**THE COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT**

**IN**

**COUNCIL DISTRICT: ALL**

**City of Los Angeles  
Department of Public Works**



**Bureau of Street Services, Urban Forestry Division**

**<https://streetsla.lacity.org/>**

**Department of Public Works, Bureau of Street Services**

**Keith Mozee, Executive Director and General Manager**

**1149 S. Broadway, Suite 400**

**Los Angeles, CA 90015**

**COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

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**COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

**AGREEMENT BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
CREATIVE PAVING SOLUTIONS, LLC dba CREATIVE PAVING COATING  
SOLUTIONS  
FOR COOL PAVEMENT COATINGS FOR THE NEIGHBORHOOD COOLING  
PROJECT**

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY" and, Creative Paving Solutions, LLC dba Creative Paving Coating Solutions, a Corporation hereinafter referred to as the "CONTRACTOR", is set forth as follows:

**RECITALS**

WHEREAS, the Bureau of Street Services (StreetsLA) has presented a plan to the Mayor's Office and City Council Public Works Committee for a neighborhood cooling program consisting of applying cool pavement coating to CITY streets and planting shade trees along CITY blocks across council districts that were selected with a focus on equity and to provide a more livable and sustainable environment; and

WHEREAS, Climate Change is increasing the incidence of extreme heat across the CITY, thereby posing health risks to vulnerable populations; and

WHEREAS, StreetsLA has completed a series of pilot projects mitigating urban heat via the installation of cool pavement coatings, the planting of shade trees, and other related improvements; and

WHEREAS, the adopted CITY Budget for Fiscal Year 2024-2025 includes funding for "Cool Paving of City Streets"; and

WHEREAS, a Request for Proposal (RFP) was publicly advertised, which required that products be mechanically applied to ensure rapid, even, durable, and cost-effective application; and

WHEREAS, StreetsLA received responses from four proposers, evaluated the proposers' responses, and selected to award contracts to the two most responsive proposers, which included CONTRACTOR; and

WHEREAS, CONTRACTOR has demonstrated compliance with Contract requirements and has exhibited its expertise and ability to perform said services mechanically and evenly on a large scale; and

WHEREAS, the CONTRACTOR, having performed this contractual work for the CITY in past years, is fully aware of the existing conditions in the service areas for this



## **ARTICLE 1 - CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

## **ARTICLE 2 - DEFINITIONS**

It is understood that the following words and phrases used herein; each shall have the meaning set forth opposite the same:

### **APPLICABLE LAW**

All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of work conducted on CITY streets or public right-of-ways in the performance work specified in this AGREEMENT.

### **BUSINESS INCLUSION PROGRAM**

Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE)/Small Business Enterprise (SBE)/Emerging Business Enterprise (EBE)/Disabled Veteran Business Enterprise (DVBE) /Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)/Other Business Enterprise (OBE).

### **BOARD**

The Board of Public Works of the CITY.

### **BUREAU**

A Bureau of the CITY Department of Public Works.

### **CALENDAR DAY**

Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.

### **CITY**

The CITY, Board of Public Works or its subordinate BUREAUS. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

PROPOSER	A vendor who has submitted a proposal for evaluation in response to StreetsLA RFP for the PROJECT.
RAMP or RAMPLA	Regional Alliance Marketplace for Procurement at <a href="https://www.rampla.org">https://www.rampla.org</a> .
PROPOSED SERVICE PRICES	Form which lists the cost per unit for services to be provided.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the CONTRACTOR to work on this AGREEMENT.

## **ARTICLE 3 - PROJECT DESCRIPTION**

### **3.1 INTRODUCTION**

Many cities around the world, including the CITY, are experiencing elevated temperatures due to heat-absorbing infrastructure that is exacerbated by climate change. This phenomenon is known as the Urban Heat Island (UHI). Climate change poses significant threats to vulnerable demographics. For instance, during extreme heat waves, the elderly populations and those with pre-existing health conditions are particularly vulnerable to heat-related illnesses, which can be aggravated by UHI effects. Addressing these challenges requires comprehensive strategies that prioritize equity and inclusivity, ensuring that vulnerable demographics in the CITY are empowered with the necessary support and resources to adapt to and mitigate the impacts of climate change effectively.

One of many strategies to mitigate increased temperatures and reduce heat storage in pavements is the use of coatings. Paved surfaces with products such as asphalt and concrete absorb and store solar radiation during the day and release this heat in the evening. Street coatings, by design, reflect solar radiation to reduce the heat absorbed by the pavement, thus reducing surface temperatures. This approach not only enhances the comfort of residents but also contributes to lowering energy consumption for cooling homes and businesses, thereby promoting sustainability goals.

### **3.2 BACKGROUND**

StreetsLA maintains a street network spanning 23,000 lane miles within the CITY. This network serves as a critical infrastructure backbone, facilitating daily commutes, commerce, and public services. With the CITY'S focus on equity and environmental justice, the BOARD has successfully implemented a Cool Neighborhood program that it wishes to augment. However, the impact of UHIs has become increasingly apparent, disproportionately affecting lower-income neighborhoods with limited green spaces.

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

efficiency and expediting the implementation of street improvement initiatives. By contracting with multiple top PROPOSERS, StreetsLA tends to leverage their combined expertise and resources to achieve rapid and effective deployment of services, and ensure timely completion of projects while maintaining high standards of quality and performance.

CONTRACTOR shall deliver the following:

- CONTRACTOR must prepare roadway surfaces for successful application of cool coating products.
- CONTRACTOR must provide and utilize the GAF Solar Gray Durashield and GAF Streetbond products at each project location.
- CONTRACTOR shall mechanically and evenly apply two coats of the GAF Solar Gray Durashield and GAF Streetbond per GAF Materials Corporation specifications to ensure effectiveness, durability, and validity of product warranty.
- CONTRACTOR must ensure product availability for successful completion of the PROJECT.
- CONTRACTOR must monitor the application, effectiveness and wearability of the products.
- CONTRACTOR must provide all traffic controls necessary for the safe application of the products.
- In the event that the product needs to be reapplied, a StreetsLA supervisor will notify the CONTRACTOR, and the product reapplication by CONTRACTOR must be completed within two-weeks of CONTRACTOR receiving such notification.
- CONTRACTOR must provide a five (5)-year warranty for the application of the product.
- The product must have a five (5)-year effectiveness and durability warranty.
- CONTRACTOR must provide StreetsLA-approved parking signage notifications both in English and Spanish to all property owners and residents adjacent to the work area at least ten (10) business days in advance. English and Spanish community notifications must include:
  - a brief description of the benefits of cool paving as part of the Cool Neighborhood initiative,
  - location of work,
  - date(s) and times of work,
  - time street shall be accessible to public,
  - parking alternatives,
  - contact number for questions, and
  - other information or instructions for the successful completion of the PROJECT.
- CONTRACTOR must provide traffic control, and any associated traffic control devices and shall coordinate with the Los Angeles Department of Transportation (LADOT) for parking signage and enforcement services.

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

- Ensure that CONTRACTOR'S personnel have the required city and state licenses, if necessary, to complete their work assignments.
- Post the "no parking" signs and close the street using CONTRACTOR'S barricades. Prior to this, StreetsLA will secure the LADOT Log Number each day and provide said number to the CONTRACTOR. StreetsLA will reserve the projects in the Public Way Reservation System (PWRS).
- Notify each residence on the impacted streets.
- The CONTRACTOR is responsible for the quality control of all products used. Testing performed by the City of Los Angeles' General Services Department Materials Testing Division will assure that products conform to the specifications and shall not be considered a quality control measure.
- Provisions for properly sampling the mixture, ready to install, from distributing equipment or on-site bulk storage units shall be made by the CONTRACTOR. Sampling shall be performed by the CONTRACTOR and witnessed by the GSD/Products Testing in accordance with the latest edition of ASTM, "Standard Test Methods for products Used as Protective Coatings."
- The minimum amount of sampling and testing shall be performed once for every five hundred (500) gallons of products ready to use. Products found by StreetsLA to be in noncompliance will be rejected and shall be removed from the job site. The PROJECT shall be halted and StreetsLA shall notify the GSD/Products Testing. No payment shall be made for the rejected product. The project shall not resume until the new product is tested and found in compliance. No lost time will be considered as a result of product non-compliance.

### **4.2 APPLICATION**

No hand applied coating shall be administered. Only machine applied equipment shall be used.

### **4.3 INSPECTION/CONTRACT MANAGEMENT**

The CITY reserves the right to periodically conduct inspections on one or more sections within the work area. When a portion of a service area is isolated for various construction work, CONTRACTOR will provide access to the CITY INSPECTOR to the work area and will only invoice the CITY for work performed on available portions of streets being serviced. When inspection is complete, CONTRACTOR will resume invoicing the CITY.

### **4.4 EMERGENCY TELEPHONE NUMBER**

CONTRACTOR shall provide a telephone number where someone can be reached twenty four (24)-hours a day, three hundred and sixty five (365) days a year, in case of emergency.



immediately, the CITY may suspend the work until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligation to secure the safe conduct of the work.

**4.8.1 Traffic Control**

It is the CONTRACTOR'S sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall AGREEMENT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used for this PROJECT clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR shall note that the request for service may include locations in the public right-of-way where providing services may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, signage and appliances necessary for completing the service request required in this condition, in the manner and within the time stipulated by the CITY.

If damage to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, utilities, sewers, storm drains or public surrounding area, is reported to the CITY PROJECT MANAGER, then it is the CONTRACTOR'S responsibility to make the necessary repairs within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY. All damages caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR.

**4.8.2** The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service required in this condition, in the manner and within the time stipulated by the CITY.

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, or public surrounding area. If such damage occurs, it is the CONTRACTOR'S responsibility to make repairs as agreed between the CITY and the CONTRACTOR within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.

Throughout all phases of services being provided, the CONTRACTOR shall keep work sites clean and free from rubbish and debris including two (2) feet outside the perimeter of the work site(s). The CONTRACTOR shall also abate dust nuisance by cleaning and sweeping, or through other means as necessary. Upon completion of the work, the CONTRACTOR

**4.8.5 Working Hours and Holidays**

The CONTRACTOR'S authorized working hours for each workday are from 6:00 a.m. to 6:00 p.m., Monday through Friday and, if required by CITY, Saturdays and Sundays. No work will be performed on HOLIDAYS.

The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the AGREEMENT.

**4.9 PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute involving employees, subcontractors, or suppliers is or will be delaying or threatens to delay the timely performance of this AGREEMENT, the CONTRACTOR shall immediately provide written notice, including all relevant information, to the CITY.

**4.10 PRICE ESCALATION/REDUCTION**

**4.10.1 Price Increases**

Price increases, if any, will become effective only after approval by the CITY.

**4.10.2 Price Reduction**

If CONTRACTOR at any time during the course of the AGREEMENT makes a general price decrease, the CONTRACTOR shall promptly notify the CITY in writing and extend such decrease to the CITY effective on the date of such general price decrease.

**4.11 USE OF SUBCONTRACTORS**

The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this AGREEMENT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any SUBCONTRACTOR.

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

Questions regarding the specifications, inspection, and performance of this AGREEMENT shall be directed to:

### **CITY PROJECT MANAGER:**

Craig Shaw  
Bureau of Street Services  
Urban Forestry Division  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015  
(213) 216-6718  
Email: [Craig.Shaw@lacity.org](mailto:Craig.Shaw@lacity.org)

### **CITY PROJECT MANAGER for billing and administrative items:**

Anne Veal  
Bureau of Street Services  
Urban Forestry Division  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015  
(213) 216-4164  
Email: [Anne.Veal@lacity.org](mailto:Anne.Veal@lacity.org)

## **ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

- 6.1** The CITY PROJECT MANAGER shall provide street locations to CONTRACTOR.
- 6.2** The CITY PROJECT MANAGER shall represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER.

The CITY PROJECT MANAGER may designate an assistant to act in his stead. The CITY PROJECT MANAGER may be changed at any time by the CITY, or the CITY may designate another CITY employee to succeed the originally assigned CITY PROJECT MANAGER(S). The CONTRACTOR will be notified in writing in such an event. Such notices of change shall be sent by email, registered mail or certified mail to the CONTRACTOR'S designated Contact Person.

- 6.3** The CITY shall furnish, without charge, all standard plans, specifications and any other information, which the CITY now has in its files that may be of use to CONTRACTOR. The City will provide the CONTRACTOR projects and the CITY will record said projects in the PWRS.

the CITY under this AGREEMENT. All finished and unfinished documents and materials procured for or produced under this AGREEMENT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or or record the CITY'S ownership of rights provided herein.

## **9.2 TERMINATION FOR BREACH OF CONTRACT**

**9.2.1** Except as provided in Article 38 [EXCUSABLE DELAYS], if the CONTRACTOR fails to perform any of the provisions of this AGREEMENT or so fails to make progress as to endanger timely performance of this AGREEMENT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this AGREEMENT due to the CONTRACTOR'S breach of this AGREEMENT.

**9.2.2** If the default under this AGREEMENT is due to the CONTRACTOR'S failure to maintain the insurance required under this AGREEMENT, the CONTRACTOR shall immediately: 1) suspend performance of any services under this AGREEMENT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

**9.2.3** If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this AGREEMENT.

**9.2.4** If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this AGREEMENT.

### **9.2.5 Acts of Moral Turpitude**

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with,



### **9.3 NOTIFICATION OF TERMINATION**

In the event that this AGREEMENT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this AGREEMENT within five (5) working days of the termination.

## **ARTICLE 10 - SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total AGREEMENT amount or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this AGREEMENT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

## **ARTICLE 11 - COMPENSATION, INVOICING AND PAYMENT**

CONTRACTOR agrees to perform the work specified in Article 4 [RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR], and CITY shall compensate the CONTRACTOR upon presentation of a monthly invoice. Payments shall be made upon satisfactory completion of the tasks or milestones as set forth below.

### **11.1 BILLINGS**

**11.1.1** Invoicing totals shall be the itemized services from the list of Service Prices ([Exhibit 1](#)) which shall be utilized as the CITY-approved rates to be charged by the CONTRACTOR.

**11.1.2** "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the SUBCONTRACTOR(S) for their services to the CITY pursuant to Service Prices ([Exhibit 1](#)).

**11.1.3** Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the

**COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

- 11.3.2** Invoices shall be prepared in such form and supported by such copies of invoices, and inspection reports as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses.
- 11.3.3** CONTRACTOR shall include a Schedule B ([Exhibit 15](#)), reporting the utilization of SUBCONTRACTORS, with each invoice. The CONTRACTOR must provide an explanation for any SUBCONTRACTOR achieved amounts that fall short of the planned SUBCONTRACTOR utilization with specific plans and recommendations for recovering any shortfalls in utilization. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.
- 11.3.4** The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the list of Services Prices ([Exhibit 1](#)) set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the the list of Services Prices ([Exhibit 1](#)) unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the list of Services Prices ([Exhibit 1](#)) set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.
- 11.3.5** Notwithstanding any other provision of this AGREEMENT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this AGREEMENT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY, and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this AGREEMENT.
- 11.3.6** The CONTRACTOR shall submit to the CITY an original invoice for all services rendered including copies of all inspection sheets at no cost to the CITY. The CITY shall review the CONTRACTOR'S invoice and notify the CONTRACTOR of any discrepancies, exceptions, or disputed items. Should an invoice be deemed incomplete, it will be returned to the



### **13.2 INSURANCE REQUIREMENTS**

During the term of this AGREEMENT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits of the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management as indicated in Form Gen. 146 Required Insurance and Minimum Limits ([Exhibit 2](#)). The insurance must: (1) Conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form Gen. 146 in Exhibit 2 hereto); and (3) The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 2 hereto. Exhibit 2 is hereby incorporated by reference and made a part of this AGREEMENT.

### **13.3 BONDS**

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with LAAC Section 11.47 et seq., as amended from time to time.

## **ARTICLE 14 - WARRANTIES AND RESPONSIBILITY OF CONTRACTOR**

- 14.1** As referenced in the City's Standard Provisions for City Contracts (PSC-25), the CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 14.2** The CONTRACTOR shall provide the CITY with a written five-year warranty, ensuring that the applied coatings will resist cracking, peeling, and delamination throughout the warranty period. If the initial application is incorrectly applied or damaged, the CONTRACTOR shall re-apply the coatings at no additional cost to the CITY. The written warranty shall clearly define the remediation work required by the CONTRACTOR should the product performance fail to meet the established warranty standards. The CONTRACTOR will be fully responsible for the quality of the coating materials, as well as the timeliness of application and drying, and shall only perform work under atmospheric conditions that meet the manufacturer's specifications for optimal performance. The CITY will not incur any additional costs if the product fails to uphold the five-year warranty.
- 14.3** The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY,

**ARTICLE 15 - SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

**ARTICLE 16 - SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such provision shall be severed from the whole and the AGREEMENT shall continue as modified.

**ARTICLE 17 - DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the Parties may elect to submit such dispute to a court of competent jurisdiction.

**ARTICLE 18 - BREACH**

Except for Force Majeure, if any Party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved Party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**ARTICLE 19 - CONTRACTOR PERFORMANCE EVALUATION ORDINANCE**

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the LAAC, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

**ARTICLE 20 - MUNICIPAL LOBBYING ORDINANCE**

The CONTRACTOR shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

Project Company shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the City's On-Line Certified Payroll System (OCPS) throughout the Project until completion of the Project. In addition, the Project Company shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

### **ARTICLE 25 - STANDARD PROVISIONS**

This AGREEMENT includes the updated and most recent Standard Provisions for CITY contracts (Rev 6/24) [v. 1]. These Standard Provisions, included as Attachment A, are incorporated herein by this reference. The order of precedence for interpretive purposes shall be (a) the provisions of this AGREEMENT, and (b) the Standard Provisions.

### **ARTICLE 26 - LABOR COMPLIANCE MANUAL**

This AGREEMENT includes the updated and most recent revision of The City of Los Angeles' Labor Compliance Manual, included as Attachment B. The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations. The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

(Signature page to follow)

CONTRACT NO. \_\_\_\_\_

**PERSONAL SERVICES CONTRACT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**PAVEMENT COATINGS COMPANY**

**FOR**

**THE COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT**

**IN**

**COUNCIL DISTRICT: ALL**

**City of Los Angeles  
Department of Public Works**



**Bureau of Street Services, Urban Forestry Division**

**<https://streetsla.lacity.org/>**

**Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015**

**COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

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**COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

**AGREEMENT BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
CREATIVE PAVING SOLUTIONS, LLC dba CREATIVE PAVING COATING  
SOLUTIONS  
FOR COOL PAVEMENT COATINGS FOR THE NEIGHBORHOOD COOLING  
PROJECT**

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY" and, Creative Paving Solutions, LLC dba Creative Paving Coating Solutions, a Corporation hereinafter referred to as the "CONTRACTOR", is set forth as follows:

**RECITALS**

WHEREAS, the Bureau of Street Services (StreetsLA) has presented a plan to the Mayor's Office and City Council Public Works Committee for a neighborhood cooling program consisting of applying cool pavement coating to CITY streets and planting shade trees along CITY blocks across council districts that were selected with a focus on equity and to provide a more livable and sustainable environment; and

WHEREAS, Climate Change is increasing the incidence of extreme heat across the CITY, thereby posing health risks to vulnerable populations; and

WHEREAS, StreetsLA has completed a series of pilot projects mitigating urban heat via the installation of cool pavement coatings, the planting of shade trees, and other related improvements; and

WHEREAS, the adopted CITY Budget for Fiscal Year 2024-2025 includes funding for "Cool Paving of City Streets"; and

WHEREAS, a Request for Proposal (RFP) was publicly advertised, which required that products be mechanically applied to ensure rapid, even, durable, and cost-effective application; and

WHEREAS, StreetsLA received responses from four proposers, evaluated the proposers' responses, and selected to award contracts to the two most responsive proposers, which included CONTRACTOR; and

WHEREAS, CONTRACTOR has demonstrated compliance with Contract requirements and has exhibited its expertise and ability to perform said services mechanically and evenly on a large scale; and

WHEREAS, the CONTRACTOR, having performed this contractual work for the CITY in past years, is fully aware of the existing conditions in the service areas for this



## **ARTICLE 1 - CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

## **ARTICLE 2 - DEFINITIONS**

It is understood that the following words and phrases used herein; each shall have the meaning set forth opposite the same:

### **APPLICABLE LAW**

All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of work conducted on CITY streets or public right-of-ways in the performance work specified in this AGREEMENT.

### **BUSINESS INCLUSION PROGRAM**

Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE)/Small Business Enterprise (SBE)/Emerging Business Enterprise (EBE)/Disabled Veteran Business Enterprise (DVBE) /Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE)/Other Business Enterprise (OBE).

### **BOARD**

The Board of Public Works of the CITY.

### **BUREAU**

A Bureau of the CITY Department of Public Works.

### **CALENDAR DAY**

Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.

### **CITY**

The CITY, Board of Public Works or its subordinate BUREAUS. Depending on the context in which it is used, the term CITY may also refer to the geographic

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

PERMIT	Permits, licenses, and approvals required by federal, state, and local laws and regulations pertinent to street closures for the application of cool pavement products.
PROJECT	Cool Pavement Coating for the Neighborhood Cooling Project
PROPOSER	A vendor who has submitted a proposal for evaluation in response to StreetsLA RFP for the PROJECT.
RAMP or RAMPLA	Regional Alliance Marketplace for Procurement at <a href="https://www.rampla.org">https://www.rampla.org</a> .
PROPOSED SERVICE PRICES	Form which lists the cost per unit for services to be provided.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the CONTRACTOR to work on this AGREEMENT.

## **ARTICLE 3 - PROJECT DESCRIPTION**

### **3.1 INTRODUCTION**

Many cities around the world, including the CITY, are experiencing elevated temperatures due to heat-absorbing infrastructure that is exacerbated by climate change. This phenomenon is known as the Urban Heat Island (UHI). Climate change poses significant threats to vulnerable demographics. For instance, during extreme heat waves, the elderly populations and those with pre-existing health conditions are particularly vulnerable to heat-related illnesses, which can be aggravated by UHI effects. Addressing these challenges requires comprehensive strategies that prioritize equity and inclusivity, ensuring that vulnerable demographics in the CITY are empowered with the necessary support and resources to adapt to and mitigate the impacts of climate change effectively.

One of many strategies to mitigate increased temperatures and reduce heat storage in pavements is the use of coatings. Paved surfaces with products such as asphalt and concrete absorb and store solar radiation during the day and release this heat in the evening. Street coatings, by design, reflect solar radiation to reduce the heat absorbed by the pavement, thus reducing surface temperatures. This approach not only enhances the comfort of residents but also contributes to lowering energy consumption for cooling homes and businesses, thereby promoting sustainability goals.

### **3.3 PROJECT OVERVIEW**

For FY 2024-2025, StreetsLA further refined its prioritization criteria and will consider the following: Healthy Places Index, CalHeat Heat Health Action Index, Mobility Plan 2035 Pedestrian Enhanced District + Neighborhood Enhanced Network, DAC per CalEnviroScreen and Tree Canopy Cover.

StreetsLA has selected the top two PROPOSERS to advance the PROJECT, aiming to accelerate street coating coverage within half the time as compared to using a single vendor. This strategic decision is geared towards optimizing efficiency and expediting the implementation of street improvement initiatives. By contracting with multiple top PROPOSERS, StreetsLA tends to leverage their combined expertise and resources to achieve rapid and effective deployment of services, and ensure timely completion of projects while maintaining high standards of quality and performance.

CONTRACTOR shall deliver the following:

- CONTRACTOR must prepare roadway surfaces for successful application of cool coating products.
- CONTRACTOR must provide and utilize the Cool Seal by Guardtop product at each project location.
- CONTRACTOR shall mechanically and evenly apply two coats of the Cool Seal by Guardtop per Cool Seal by Guardtop specifications to ensure effectiveness, durability, and validity of product warranty.
- CONTRACTOR must ensure product availability for successful completion of the project.
- CONTRACTOR must monitor the application, effectiveness and wearability of the product.
- CONTRACTOR must provide all traffic controls necessary for the safe application of the product.
- In the event that the product needs to be reapplied, a StreetsLA supervisor will notify the CONTRACTOR, and the reapplication by CONTRACTOR must be completed within a two-week period.
- CONTRACTOR must provide a 5-year warranty for the application of the product.
- Product must have a 5-year effectiveness and durability warranty.
- CONTRACTOR must leave room for innovative improvements.
- CONTRACTOR must provide StreetsLA-approved notifications to all property owners and residents adjacent to the work area at least 10 business days in advance. English and Spanish community notifications to include:
  - a brief description of the benefits of cool paving as part of the Cool Neighborhood initiative,
  - location of work,
  - date(s) and times of work,



## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

- Ensure that all work is performed in a safe and environmentally sound manner, including providing Personal Protective Equipment (PPE) and complying with applicable health and safety laws.
  - Ensure that care is taken to prevent the spraying of the Cool Seal by Guardtop product on adjacent infrastructure, such as on the portion of the pavement being used for traffic, structures, concrete curb and gutters, guard rails, guideposts, markers, trees, shrubs, and property of all kinds that are not intended to be sealed.
  - Ensure that all products are applied per Cool Pavement Specifications set by the Los Angeles Department of General Services (Attachment C).
  - Ensure that CONTRACTOR'S personnel have the required city and state licenses, if necessary, to complete their work assignments.
  - The Contractor will post the "no parking" signs and close the street using their barricades. Prior to this, StreetsLA will secure the LADOT Log Number each day and provide said number to the vendor. StreetsLA will reserve the projects in the Public Way Reservation System (PWRS).
  - The vendor is responsible for all notification to each household of the impacted streets.
  - The Contractor is responsible for the quality control of all products used. Testing performed by the GSD/Products Testing will ensure that products conform to the specifications and shall not be considered a quality control measure.
- 
- Provisions for properly sampling the mixture, ready to install, from distributing equipment or on-site bulk storage units shall be made by the Contractor. Sampling shall be performed by the Contractor and witnessed by the GSD/Product Testing in accordance with the latest edition of ASTM, "Standard Test Methods for products Used as Protective Coatings."
  - The minimum amount of sampling and testing shall be performed once for every 500 gallons of products ready to use. Products found in non-compliance will be rejected and shall be removed from the job site. The project shall be halted and the GSD/Products Testing notified. No payment will be made for the rejected product. The project shall not resume until the new product is tested and found in compliance. No lost time will be considered as a result of product non-compliance.

### **4.2 APPLICATION**

No hand applied coating shall be administered. Only machine applied equipment shall be used.

### **4.3 INSPECTION/CONTRACT MANAGEMENT**

The City reserves the right to periodically conduct inspections on one or more sections within the work area. When a portion of a service area is isolated for various construction work, CONTRACTOR will provide access to the City's inspectors to the work area and will only invoice the CITY for work performed on

(<https://personnel.lacity.gov/employee-resources/safety-health.html>).  
The CONTRACTOR shall also comply with CalOSHA's requirements.

If an existing work procedure or site condition exists that violates any of the above requirements, the CITY may order the CONTRACTOR to immediately comply with said safety provisions, and the CONTRACTOR shall comply with such orders at its own expense. If the CONTRACTOR fails to comply immediately, the CITY may suspend the work until such time that the CONTRACTOR complies with the safety provisions. Failure of the CITY to make such demands shall not relieve the CONTRACTOR of its obligation to secure the safe conduct of the work.

#### **4.8.1 Traffic Control**

It is the CONTRACTOR'S sole responsibility to provide the requested services, provide traffic control, ensure the safety of its workers, and execute the overall AGREEMENT activities at no additional cost to the CITY. The CONTRACTOR shall have all vehicles used for this project clearly display its company name on the exterior of its vehicle(s).

The CONTRACTOR shall note that the request for service may include locations in the public right-of-way where providing services may be challenging. The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, signage and appliances necessary for completing the service request required in this condition, in the manner and within the time stipulated by the CITY.

If damage to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, utilities, sewers, storm drains or public surrounding area, is reported to the City Project Manager, then it is the CONTRACTOR'S responsibility to make the necessary repairs within such time as specified by the City Project Manager to the satisfaction of the CITY, at no additional cost to the CITY. All damages caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR.

#### **4.8.2 The CONTRACTOR, at its sole cost and expense, shall perform all labor and services, and furnish all the materials, tools, and appliances necessary for completing the service required in this condition, in the manner and within the time stipulated by the CITY.**

The CONTRACTOR shall not cause any damage, as determined by the CITY, to the CITY'S public infrastructure such as, but not limited to, sidewalks, curbs, streets, or public surrounding area. If such damage occurs, it is the CONTRACTOR'S responsibility to make repairs as agreed between the CITY and the CONTRACTOR within such time as specified by the CITY PROJECT MANAGER to the satisfaction of the CITY, at no additional cost to the CITY.



to the specifications, it may be rejected by the CITY upon discovery. All costs of replacement of rejected materials or workmanship, as specified herein, shall be borne by the CONTRACTOR.

**4.8.5 Working Hours and Holidays**

The CONTRACTOR'S authorized working hours for each workday are from 6:00 a.m. to 6:00 p.m., Monday through Friday and, if required by CITY, Saturdays and Sundays. No work will be performed on Holidays.

The CONTRACTOR shall be cognizant of street parking restrictions and schedule work accordingly. The CONTRACTOR shall be responsible for all traffic citations/fines incurred by its staff as a result of failure to adhere to this section of the AGREEMENT.

**4.9 PRIOR NOTICE OF IMPENDING LABOR DISPUTE**

Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute involving employees, subcontractors, or suppliers is or will be delaying or threatens to delay the timely performance of this AGREEMENT, the CONTRACTOR shall immediately provide written notice, including all relevant information to the CITY.

**4.10 PRICE ESCALATION/REDUCTION**

**4.10.1 Price Increases**

Price increases will become effective only after approval by the CITY.

**4.10.2 Price Reduction**

If CONTRACTOR at any time during the course of the AGREEMENT makes a general price decrease, the CONTRACTOR shall promptly notify the CITY in writing and extend such decrease to the CITY effective on the date of such general price decrease.

**4.11 USE OF SUBCONTRACTORS**

The CONTRACTOR shall not use Subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of Subcontractors, the CONTRACTOR shall remain responsible for performing all aspects of this AGREEMENT and paying all Subcontractors. The CITY has the right to approve the CONTRACTOR'S Subcontractors, and the CITY reserves the right to request replacement of any Subcontractor. The CITY does not have any obligation to pay the CONTRACTOR'S Subcontractors, and nothing herein creates any privity of contract between the CITY and any Subcontractor.



## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

Questions regarding the specifications, inspection, and performance of this AGREEMENT shall be directed to:

CITY PROJECT MANAGER:

Craig Shaw  
Bureau of Street Services  
Urban Forestry Division  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015  
(213) 216-6718  
Email: [Craig.Shaw@lacity.org](mailto:Craig.Shaw@lacity.org)

CITY PROJECT MANAGER for billing and administrative items:

Anne Veal  
Bureau of Street Services  
Urban Forestry Division  
1149 S. Broadway, Suite 400  
Los Angeles, CA 90015  
(213) 216-4164  
Email: [Anne.Veal@lacity.org](mailto:Anne.Veal@lacity.org)

### **ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

- 6.1 The CITY PROJECT MANAGER shall provide street locations to CONTRACTOR.
- 6.2 The CITY PROJECT MANAGER shall represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROJECT MANAGER.

The City Project Manager may designate an assistant to act in his stead. The City Project Manager may be changed at any time by the CITY, or the CITY may designate another CITY employee to succeed the originally assigned City Project Manager(s). The CONTRACTOR will be notified in writing in such an event. Such notices of change shall be sent by email, registered mail or certified mail to the designated CONTRACTOR'S Contact Person.

- 6.3 The CITY shall furnish, without charge, all standard plans, specifications and any other information, which the CITY now has in its files that may be of use to

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

### **9.2 TERMINATION FOR BREACH OF CONTRACT**

**9.2.1** Except as provided in Article 38 [EXCUSABLE DELAYS], if the CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this Contract due to the CONTRACTOR'S breach of this Contract.

**9.2.2** If the default under this AGREEMENT is due to the CONTRACTOR'S failure to maintain the insurance required under this AGREEMENT, the CONTRACTOR shall immediately: 1) suspend performance of any services under this AGREEMENT for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

**9.2.3** If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this AGREEMENT.

**9.2.4** If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

the parties shall be the same as if the notice of termination had been issued pursuant to Article 9.1 [TERMINATION FOR CONVENIENCE].

**9.2.8** The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

### **9.3 NOTIFICATION OF TERMINATION**

In the event that this AGREEMENT is terminated, the CONTRACTOR shall immediately notify all employees and Subcontractors and shall notify in writing all other parties contracted with under the terms of this AGREEMENT within five (5) working days of the termination.

## **ARTICLE 10 - SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total AGREEMENT amount or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the City PROJECT MANAGER showing the Subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered Subcontractors/Subconsultants. The CONTRACTOR shall not substitute Subcontractors listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add Subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of Subcontractors, the CONTRACTOR shall remain responsible for performing all aspects of this AGREEMENT. The CITY has the right to approve the CONTRACTOR'S Subcontractors, and the CITY reserves the right to request replacement of Subcontractors. The CITY does not have any obligation to pay the CONTRACTOR'S Subcontractors, and nothing herein creates any privity of contract between the CITY and the Subcontractors.

## **ARTICLE 11 - COMPENSATION, INVOICING AND PAYMENT**

CONTRACTOR agrees to perform the work specified in Article 4 [RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR], and CITY shall compensate the CONTRACTOR upon presentation of a monthly invoice. Payments shall be made upon satisfactory completion of the tasks or milestones as set forth below.

### **11.1 BILLINGS**

**11.1.1** Invoicing totals shall be the itemized services from the list of Service Prices (Exhibit 1) which shall be utilized as the CITY-approved rates to be charged by the CONTRACTOR.

**11.1.2** "Subcontract Expenses" shall be the actual amount paid by the CONTRACTOR to the Subcontractor(s) for their services to the CITY pursuant to Service Prices (Exhibit 1).



## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

The CONTRACTOR acknowledges that the process payment duration starts when a complete and accurate inspection report along with an invoice is received and approved as noted by the CITY and not the date noted on the original invoice.

- 11.3.2** Invoices shall be prepared in such form and supported by such copies of invoices, and inspection reports as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses.
- 11.3.3** CONTRACTOR shall include a Schedule B ([Exhibit 15](#)), reporting the utilization of Subcontractors, with each invoice. The CONTRACTOR must provide an explanation for any Subcontractor achieved amounts that fall short of the planned Subcontractor utilization with specific plans and recommendations for recovering any shortfalls in utilization. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.
- 11.3.4** The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the list of Services Prices (Exhibit 1) set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the the list of Services Prices (Exhibit 1) unless and until the CITY shall have notified the CONTRACTOR in writing. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the list of Services Prices (Exhibit 1) set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.
- 11.3.5** Notwithstanding any other provision of this AGREEMENT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this AGREEMENT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY, and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this AGREEMENT.

remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

## **13.2 INSURANCE REQUIREMENTS**

### **13.2.1 General Conditions:**

During the term of this AGREEMENT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits of the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management as indicated in Form Gen. 146(template Required Insurance and Minimum LimitsForm General 146 in (Exhibit 2). The insurance must: (1) Conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form Gen. 146 in Exhibit 2 hereto); and (3) The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 2 hereto. Exhibit 2 is hereby incorporated by reference and made a part of this AGREEMENT.

## **13.3 BONDS**

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

## **ARTICLE 14 - WARRANTIES AND RESPONSIBILITY OF CONTRACTOR**

**14.1** As referenced in the City's Standard Provisions for City Contracts (PSC-25), the CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

**14.2** The CONTRACTOR shall provide the CITY with a written five-year warranty, ensuring that the applied coatings will resist cracking, peeling, and delamination throughout the warranty period. If the initial application is incorrectly applied or damaged, the CONTRACTOR shall re-apply the coatings at no additional cost to the CITY. The written warranty shall clearly define the remediation work required by the CONTRACTOR should the product performance fail to meet the established warranty standards. The CONTRACTOR will be fully responsible for the quality of the coating materials, as well as the timeliness of application and drying, and shall only perform work under atmospheric conditions that meet the manufacturer's specifications for optimal performance. The CITY will not incur any additional costs if the product fails to uphold the five-year warranty.



lockers, buildings, and landscaping, to the extent the damage is caused by the CONTRACTOR.

**ARTICLE 15 - SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

**ARTICLE 16 - SEVERABILITY**

Should any portion of this AGREEMENT be determined to be void or unenforceable, such provision shall be severed from the whole and the AGREEMENT shall continue as modified.

**ARTICLE 17 - DISPUTES**

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the Parties may elect to submit such dispute to a court of competent jurisdiction.

## **COOL PAVEMENT COATING FOR THE NEIGHBORHOOD COOLING PROJECT CONTRACT**

but all of which taken together shall constitute one and the same AGREEMENT. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

### **ARTICLE 23 - RATIFICATION CLAUSE**

Due to the need for the CONTRACTOR'S services to be provided on a continuous basis, the CONTRACTOR may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified and accepted.

### **ARTICLE 24 - PREVAILING WAGE**

CONTRACTOR will be required to comply with the provisions of the California Labor Code relating to public works wages. These provisions require the CONTRACTOR to register with the State of California Department of Industrial Relations (DIR) and to pay not less than the "General Prevailing Wage Rates" to all workers performing work subject to prevailing wage requirements and to post a copy of the "General Prevailing Wage Rates" at the Facility Site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the DIR. Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 847-2662 or (213) 847-1922.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774 or via email at [Statistics@dir.ca.gov](mailto:Statistics@dir.ca.gov).

Project Company shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the City's On-Line Certified Payroll System (OCPS) throughout the Project until completion of the Project. In addition, the Project Company shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

### **ARTICLE 25 - STANDARD PROVISIONS**

This AGREEMENT includes the updated and most recent Standard Provisions for CITY contracts (Rev 6/24) [v. 1]. These Standard Provisions, included as Attachment A, are incorporated herein by this reference. The order of precedence for interpretive purposes shall be (a) the provisions of this AGREEMENT, and (b) the Standard Provisions.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_

Name:

Title:

Board of Public Works

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_

Adena Hopenstand

Deputy City Attorney

Date: \_\_\_\_\_

**Pavement Coatings Corporation**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

By: \_\_\_\_\_

James Wu

Vice President

By: \_\_\_\_\_

Tom Mucenski

Secretary

Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Name:

Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number (BTRC NO.): \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

Said Agreement is Number C-\_\_\_\_\_ of City Contracts.



Transmittal #5

Melinda Chou &lt;melinda.chou@lacity.org&gt;

**Notice of Intent to Contract for the PW Bureau of Street Services department on 05-30-2023**

**Notice of Intent to Contract** <cao.erd@lacity.org>  
To: Melinda.Chou@lacity.org

Tue, May 30, 2023 at 9:14 AM

**Notice of Intent to Contract**

A Notice of Intent to Contract was submitted and you were listed as the Department Contact.

The Transaction Number for this request is: 1020

Please refer to this transaction number if you need to contact the CAO Employee Relations Division with any questions: [cao.erd@lacity.org](mailto:cao.erd@lacity.org)

**Submission Date:**

05/30/2023

**Contact Name:**

Melinda Chou

**Contact Phone Number:**

213-847-2822

**Contact Email:**[Melinda.Chou@lacity.org](mailto:Melinda.Chou@lacity.org)**Contract Type (new or amendment):**

new

**Contract Length:**

60 month(s)

**Estimated Contract Start Date:**

2024-01-01

**Is there expertise within the city who can perform these services?:**

No

**Have other departments been contacted about this?:**

No

**Contract Number (if amendment):****Activity to be Performed:**

Seeking a contractor/vendor for the mechanized application of cool pavement coating. Experience with the installation of cool pavement coating. The ability to show the product's efficacy in providing urban cooling benefits through scientific research.

CAO - Employee Relations Division

200 N. Main St. Suite 1200

Los Angeles, CA 90012-4137

## PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Public Works – Bureau of Street Services
2. Contacts:
 

Department: <u>Melinda Chou</u>	Phone No. <u>(213) 847-2822</u>	Email: <u>melinda.chou@lacity.org</u>
CAO: <u>Kristine Harutyunyan</u>	Phone No. <u>(213) 473-7573</u>	Email: <u>kristine.harutyunyan@lacity.org</u>
3. Work to be performed: **The Department Public Works – Bureau of Street Services (StreetsLA) is requesting two (2) contractors to provide services related to the application of cool pavement on streets throughout the City of Los Angeles. First, StreetsLA is seeking a contractor to produce and apply cool pavement coating to combat urban heat on City streets. The cool pavement coating material must have scientific data showing its effectiveness and needs to be mechanically applied. Additionally, StreetsLA is seeking a third party independent researcher to provide a cost-benefit analysis of implementing urban heat island adaptation measures such as cool paving, trees, and shade structures.**
4. Is this a contract renewal? **No, this is a new contract.**
3. Length of contract: **5 years**  
Proposed Start date: **01/01/2024**
6. Proposed cost of contract (if known): **up to \$4,000,000.00/year**
7. Name of proposed contractor(s): **unknown**
8. Unique or special qualifications required to perform the work: **Contractor #1 must have the expert knowledge, equipment, and personnel required to manufacture, deliver, and mechanically apply cool pavement coating material that is scientifically proven to be effective. Contractor #2 must have the expertise sufficient to perform a cost-benefit analysis to determine the economic feasibility of adaptation options to address urban heat island, its impact on public health and the environment, and prioritize investments based on the most effective and most sustainable strategy to address urban heat island.**
9. Are there City employees that can perform the work being proposed for contracting?  
Yes ☐ No ☒

If yes,

  - a. which class(es) and Department(s):
  - b. Is there sufficient Department staff available to perform the work? Yes ☐ No ☐
  - c. Estimated time to fill position(s) through CSC process? Unknown
  - d. Can the requesting department continue to employ staff hired for the project after project completion? Yes ☐ No ☐
  - e. Are there City employees currently performing the work? Yes ☐ No ☐



10. Findings

- ☒ City employees DO NOT have the expertise to perform the work  
☐ City employees DO have the expertise to perform the work

[Please see summary below.]

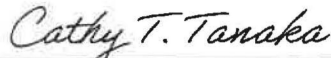
Check if applicable (explanation attached) and send to CAO for further analysis

- ☒ Project of limited duration would have to layoff staff at end of project  
☐ Time constraints require immediate staffing of project  
☐ Work assignment exceeds staffing availability

**SUMMARY: The Department Public Works – Bureau of Street Services (StreetsLA) is requesting two (2) contractors to provide services related to the application of cool pavement on streets throughout the City of Los Angeles. First, StreetsLA is seeking a contractor to produce and apply cool pavement coating to combat urban heat on City streets. Additionally, StreetsLA is seeking a third party independent researcher to provide a cost-benefit analysis of implementing urban heat island adaptation measures such as cool paving, trees, and shade structures. Staff has determined that there are no City classifications that can perform the full scope of work requested due to lack of staff and/or lack of training/expertise required to produce or mechanically apply the cool pavement coating material on streets nor the expert knowledge required to perform a cost-benefit analysis on the topic of cool pavement material and urban heat island effects. Furthermore, StreetsLA that the project is of a limited duration and employees would have to be laid off at its completion.**



Submitted by  
Kristine Tan  
Senior Personnel Analyst I



Reviewed by  
Cathy T. Tanaka  
Senior Personnel Analyst II



Approved by  
Vincent V. Cordero  
Chief Personnel Analyst

6/12/23

Date