Los Angeles Community College District
Board of Trustees
Facilities Master Planning & Oversight Committee
Educational Services Center
Board Room
770 Wilshire Boulevard
Los Angeles, CA 90017
Wednesday, September 20, 2017
1:30 p.m. – 2:45 p.m.

Committee Members
Ernest H. Moreno, Chair
Steve Veres, Vice Chair
Mike Fong, Member
Sydney Kamlager, Board Alternate
David Salazar, Staff Liaison
Monte Perez, College President Liaison
Lawrence Frank, College President Liaison Alternate

Agenda
(Items may be taken out of order)

I. ROLL CALL

II. PUBLIC SPEAKERS*

III. CLOSED SESSION

Recess to Closed Session in accordance with The Ralph M. Brown Act, Government Code sections 54950 et seq., and the Education Code to discuss the matters on the posted Closed Session agenda pursuant to Government Code section 54954.5 (Refer to Attachment “A” for Closed Session agenda).

Location: Hearing Room

IV. HEARING

Consideration of the Appeal of the protest filed by AECOM regarding award of the Program Management Services Agreement to Jacobs Engineering.

V. FACILITIES MASTER PLANS

Los Angeles Southwest College Facilities Master Plan Update 2017-2022.

VI. INFORMATIONAL ITEMS


B. Active Construction Summary.
VII. SUMMARY – NEXT MEETING ..................................................Ernest H. Moreno

ADJOURNMENT

*Members of the public are allotted three minutes time to address the agenda issues.

If requested, the agenda shall be made available in appropriate alternate formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, for whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting. To make such a request, please contact the Executive Secretary to the Board of Trustees at 213/891-2044 no later than 12 p.m. (noon) on the Tuesday prior to the Committee meeting.
I. Conference with Legal Counsel – Anticipated Litigation
   (pursuant to Government Code section 54956.9(d)(2) and (e)(1))
   
   A. Potential litigation – 1 matter
MEMORANDUM

Date: September 13, 2017

To: Facilities Master Planning and Oversight Committee:
   Ernest H. Moreno, Chairperson; Steve Veres, Vice Chairperson; Mike
   Fong, Member, Sydney Kamlager, Alternate

From: David Salazar, Chief Facilities Executive

RE: September 20, 2017 Facilities Master Planning and Oversight Committee
    (FMP&OC) Meeting

Please find attached the Background Materials for the following items listed on the
September 20, 2017 Agenda:

III. CLOSED SESSION

IV. HEARING
   Consideration of the Appeal of the protest filed by AECOM regarding award of
   the Program Management Services Agreement to Jacobs Engineering.

V. FACILITIES MASTER PLANS
   Los Angeles Southwest College Facilities Master Plan Update
      • Proposed updated plan.

VI. INFORMATIONAL ITEMS
      • Presentation.
   B. Active Construction Summary.
      • Table of projects.

I will be joined by staff at the meeting to discuss these items. Please feel free to call me
at (213) 891-2048 if you have any questions.
C: Dr. Francisco C. Rodriguez, Chancellor
Paul Steinke, Program Director, BuildLACCD Program Management Office
SUBJECT: Appeal Hearing on Award of Contract for RFP 02-03-17 LACCD Bond Program Propositions A and AA/Measures J and CC Program Management Services.

RECOMMENDED ACTION:

Staff recommends that the Facilities Master Planning and Oversight Committee hold an appeal hearing, take testimony from the appellants, the awardee, and from District staff who may wish to speak on the matter, consider all information presented, waive any discrepancies or irregularities, and take action to recommend that the Board deny AECOM Technical Services’ appeal and affirm its award to Jacobs Project Management Company.

BACKGROUND:

This item involves AECOM Technical Services’ (“AECOM’s”) protest to the District’s award to Jacobs Project Management Company (“Jacobs”) of the contract for program management services for LACCD’s bond programs Propositions A and AA and Measures J and CC.

The District advertised a Request For Proposals (“RFP”), which required each proposer to submit a proposal containing detailed information on a number of different topics relevant to their qualifications. A team of evaluators then scored the proposals on each topic, and tallied the scores. Jacobs, the overall high scorer, scored higher than AECOM on six of the thirteen scored categories, including financial capacity; AECOM scored higher on seven of the thirteen scored categories. On the total weighted score, out of a possible 1000 points, Jacobs received 814.5 points and AECOM received 802.3 points.

In accordance with the terms of the RFP, District representatives proceeded to negotiate with Jacobs, the highest scorer, and reached an agreeable price, which was presented to the Board of Trustees. At its meeting on August 9, 2017, the Board received a report on the results of the negotiations and awarded the contract to Jacobs.

Pursuant to the RFP, an unsuccessful proposer may protest the award in accordance with Policy PP-04-21, “LACCD Bond Program Protest Procedure”. Under this Policy, the protest is first submitted to the Chancellor, or his designee, for consideration. The Chancellor’s decision may then be appealed to this Committee, and the Committee must hear the appeal and make a recommendation to the full Board. The Board’s decision on the appeal is final. Filing an appeal does not suspend the award.
AECOM filed its protest with the Chancellor, who delegated consideration of the protest to the Chief Facilities Executive. Jacobs submitted a response to AECOM’s protest, and AECOM submitted a reply to Jacobs’ submittal. The Chief Facilities Executive considered all of the information presented and determined that Jacobs represented the overall best value to the District. The Chief Facilities Executive also found that by not objecting prior to submitting its proposal, AECOM waived its right to protest on such grounds, and that to the extent there were any deviations in Jacobs’ proposal, the deviations were waived.

The Chief Facilities Executive’s written decision was sent to AECOM. AECOM then appealed the decision, which is the basis for this hearing before this Committee.

HEARING PROCEDURE:
To ensure a fair and orderly hearing, staff recommends that the hearing proceed as follows:

1. Open Public Hearing
2. Testimony from AECOM representatives - 15 minutes.
3. Response from Jacobs representatives – 15 minutes.
4. District presents its position – 10 minutes.
5. Close Public Hearing
6. Committee questions, discussion, and action.

All information presented at the hearing must relate to the RFP. Those presenting comments will not be allowed to donate their allotted time to other persons or parties, and those presenting testimony or comments are not permitted to ask questions of the Committee members, staff, other vendors, or other speakers during their testimony. After the public hearing is closed, Committee members may ask questions of any of the speakers or District staff, but no unrelated or unsolicited additional testimony from the appellant or awardee will be allowed.

DISCUSSION:
In situations where the District has discretion to take various actions, a protesting vendor cannot compel the District to exercise its discretion in a particular way. Under the law, the District is given broad discretion to determine the procedures for an RFP and to award contracts to vendors based on the terms of the RFP. A protesting vendor cannot compel the District to overturn or reconsider a decision to award a contract unless the District’s decision is arbitrary or capricious, entirely lacking in evidentiary support, or the District failed to follow proper procedures. A decision lacks evidentiary support if there is no substantial evidence whatsoever to support the District’s award of the contract.
In this case, the procedures contained in the RFP preserve the District’s “sole and absolute discretion” to determine which proposer represents the overall best value to the District and to make the award to that proposer. (See RFP section 2.3.11.) The determination of best value may take into consideration non-cost factors, such as experience, financial responsibility, and technical approach, as well as cost. Even though there is a scoring component to the process, the scores and rankings are intended to inform the District and not control its selection of the awardee.

The RFP procedures also preserve the District’s discretion to determine whether to negotiate with the proposers before making the award. Upon completion of the scoring, the District may either: (1) award the contract to the highest scorer, (2) negotiate with the highest scorer, or (3) negotiate with the next highest scorer if no agreement was reached. To state it another way, the District exercised its discretion to choose not to negotiate with the second highest scorer, as permitted in the RFP. (See RFP section 8.1.)

AECOM’s protest and appeal documents have been provided to the Committee for review and consideration. The Committee should take into account all information and arguments presented in the written protest and appeal, as well as the information presented during the appeal hearing. Staff will not attempt to re-state AECOM’s arguments, but provides the following major relevant points:

1. The District does not have a duty to negotiate with AECOM. Because the District is not required to negotiate with any vendors and may choose to negotiate only with the highest-scoring vendor, the District has no duty to negotiate with AECOM, the lower-scoring vendor.

2. AECOM cannot compel the District to determine that AECOM provides the best value. Regardless of whether AECOM’s protest states that AECOM would have negotiated a lower cost than it initially proposed, the determination of best value is within the District’s sole and absolute discretion, and the District may take into account non-cost factors. Further, even if AECOM’s price was lower than Jacobs’, cost was only one of several factor in determining the best value, not the sole factor.

3. The scoring of each proposer’s financial capacity was based on audited financial statements submitted by each proposer. Even if Jacobs acquired another company after submitting its proposal, the scoring concerning the financial capacity of the two proposals would not have changed. Additionally Jacobs still would have scored higher than AECOM even after factoring in the acquisition.

4. The RFP controls the methodology for the financial capacity evaluations. The RFP provides the factors that will be considered when evaluating financial capacity. AECOM cannot compel the District to re-write the RFP to utilize different factors.
5. AECOM and Jacobs both provided claims history related to the specific subsidiary corporate entities that proposed to provide services to the District rather than submitting the claims history for their respective parent companies and/or other related corporate entities. The RFP did not ask for any additional claims history. AECOM and Jacobs both provided financial statements for their parent companies and both answered the corporate responsibility question by referencing affiliated parent companies/organizations, not the specific subsidiaries that propose to provide services to the District.

6. The District considered Jacobs’ personnel qualifications as part of the RFP and determined that Jacobs is a responsible vendor. AECOM cannot compel the District to find that Jacobs is not a responsible vendor based on allegations against certain Jacobs’ personnel.

Additionally, the RFP authorizes the District to waive any deviations, irregularities, errors, or omissions in connection with the RFP process, or in the successful proposal, or in regard to compliance or non-compliance with the requirements of the RFP documents. Even if the Committee finds that there was some deviation, irregularity, error or omission, the Committee may still recommend that the Board waive such deviation, irregularity, error or omission, and reject AECOM’s appeal.

Finally, the RFP requires the proposers to object to any of the procedures, terms, conditions, or requirements of the RFP prior to submitting their proposals. To the extent that the Committee finds that the AECOM’s protest relates to any of the procedures, terms, conditions, or requirements of the RFP – such as the scoring methodology, the financial evaluation methodology, or the procedures for negotiations – the Committee may find that AECOM waived the right to protest if it does not prove that it objected prior to submitting its proposal.

ALTERNATIVE ACTIONS:
The Committee should consider all evidence and information presented before determining its recommendation on the appeal. If the Committee finds that the award to AECOM is arbitrary or capricious, entirely lacking in evidentiary support, or the District failed to follow proper procedures, or if the Committee finds any other reason or basis to recommend upholding the appeal, the Committee may make an alternative recommendation to the Board of Trustees.

SAMPLE MOTION:
If after considering all information presented at the hearing, the Commission approves staff’s recommendation, then the action may be taken with the following motion:

I move that the Committee recommend that the Board of Trustees: (1) waive all deviations, irregularities, errors, or omissions in connection with the RFP process, or in Jacobs Project Management Company’s proposal, or in regard to Jacobs Project Management Company’s compliance or non-compliance with the requirements of the RFP documents, (2) deny AECOM Technical Services’ protest and appeal, and (3) confirm the
award of the LACCD Bon Program Propositions A and AA/Measures J and CC Program Management Services contract to Jacobs Project Management Company.

Further, I move that the Committee recommend that the Board of Trustees find that by not objecting to the procedures, terms, conditions, or requirements of the RFP prior to submitting its proposal, AECOM Technical Services has waived its right to protest on such grounds.

The Committee’s recommendation will be included in the agenda item at the Board of Trustees’ meeting on October 4, 2017. The Board of Trustees’ decision will be final.

ATTACHMENTS:

(1) AECOM’s Bid Protest, dated August 7, 2017
(2) Jacobs’ Response to Bid Protest, dated August 9 and 10, 2017
(3) AECOM’s Reply Bid Protest, dated August 15, 2017
(4) LACCD’s Bid Protest Determination, dated September 6, 2017
(5) AECOM’s Appeal, dated September 11, 2017
(6) Jacobs’ Response to Appeal, dated September 14, 2017
ATTACHMENT 1
August 7, 2017

VIA EMAIL AND PERSONAL DELIVERY

Francisco C. Rodriguez, Ph.D.
Chancellor
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, CA 90017

Re: BID PROTEST: Request for Proposals No. PM 02-03-17 – LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services

Dr. Rodriguez:

AECOM Technical Services, Inc. ("AECOM") submits this Bid Protest in response to the District's notice of proposed award of the contract for PM 02-03-17, LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services ("RFP"), to Jacobs Project Management Company ("Jacobs") as noted in the Addendum 20 posted on August 1, 2017 ("Notice"). AECOM, which submitted its Bid Proposal to the District in response to the RFP and fully participated in the Second Phase of the RFP process, has the right to make this protest pursuant to the District's Business Operations Policy and Procedures, Rule 4-21, which is enclosed as Attachment 13 to the RFP.¹

AECOM brings this protest on the basis that:

1. The District abused its discretion and violated its own procurement rules by failing to secure the best value for the project:
   (A) The District violated its own rules and abused its discretion by refusing to negotiate with AECOM, whose initial bid was $11.7 million less than Jacobs' bid; and
   (B) The District failed to achieve the best value by refusing to negotiate with AECOM, even though its scores were superior to Jacobs' in every technical category;

2. The District failed to properly evaluate the proposals based on the following evidence:

¹ See RFP, attached as Exhibit 1. Although Addendum 20, attached as Ex. 2, specifies the District's intent to award the contract to Jacobs, it is AECOM's understanding that Jacobs has or will contract with numerous subconsultants, which AECOM's protest also targets.
(A) Jacobs failed to disclose its acquisition of CH2M liabilities reported to be over $400 million; (2) the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs based on flawed reviews of AECOM's financial statements; and (3) Jacobs provided misleading and inconsistent information to support its proposal; the District's failure to conduct proper background checks, which is arbitrary and capricious and resulted in evaluation scores being overstated for Jacobs and understated for AECOM;

(B) Jacobs and its subconsultants are not responsible bidders, i.e., they lack the trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services because:

(A) there is a history of disturbing incidents tied to Jacobs and its subconsultants; and
(B) the District failed to properly review the qualifications of Jacobs' personnel, which violated the District's procurement procedures and should have precluded a finding that Jacobs was a responsible bidder.

AECOM submitted its responsive bid proposal to the District in response to the RFP, fully participated in the Second Phase of the RFP process, and has the right to submit this bid protest.

Relief Requested: Based on the District's violations and Jacobs' omissions and defects, the District should rescind its Notice of Proposed Award to Jacobs and reevaluate the manner in which it scored AECOM's and Jacobs' bids. Based on the District's own bid review procedures, AECOM requests that the District immediately enter negotiations with AECOM and award the project to AECOM based on those negotiations. Alternatively, AECOM requests that the District stay any award to Jacobs, produce copies of the documents AECOM has requested, permit AECOM to supplement its bid protest, and properly evaluate AECOM's bid protest. As yet another alternative, AECOM requests that all the bids be rejected and the RFP be placed for rebid.

Below is a detailed discussion of the nature and basis for AECOM's bid protest.

BASIS FOR PROTEST

1. The District Abused Its Discretion by Failing to Secure the Best Value for the Project and by Awarding the Contract to Jacobs Without Evidentiary Support

The District should revoke its Notice of Proposed Award because it failed to even attempt to secure the "best value"\(^2\) for the project, which constitutes an abuse of discretion.

\(^2\) See Ex. 1 §§ 2.3.11 "The District Intends to make Award to the Proposer that the District determines, in the exercise of its sole and absolute discretion, represents the overall best value to the District taking into consideration non-cost factors (such as, without limitation, experience, financial responsibility, and technical approach) and cost. Scores and ranking of Proposers are intended to inform, but not control, the
See Taylor Bus Service, Inc. v. San Diego Bd. of Education (1987) 195 Cal.App.3d 1331; Cal. Pub. Contract Code § 20651.7 ["best value' means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the governing board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services]; see also Pub. Contract Code § 100 [legislative intent is to protect the public from misuse of funds, provide all qualified bidders with a fair opportunity to enter the bidding process, and eliminate favoritism, fraud, and corruption in awarding public contracts]. The District did not obtain the best value for the project for at least two reasons: (A) Jacobs’ initial bid was more than $11.7 million higher than AECOM’s; and (B) the technical scoring for both Proposers was virtually identical with a difference of only 1.5 percent.

Having exercised its authority in approving and issuing the RFP, the LACCD is bound by its terms. The District, however, failed to comply with its own negotiation procedures and evaluation criteria. As a result, the District’s proposed award to Jacobs must be rejected because failure to negotiate with both equally responsive bidders suggests that either the District was not intending to find the best value through negotiations or that the bidding process was not conducted in good faith.

The law supports this outcome. Generally, a public entity’s failure to use correct and exclusive criteria to award a public contract constitutes an abuse of discretion. Monterey Mechanical Co. v. Sacramento Regional County Sanitation Dist. (1996) 44 Cal.App.4th 1391, 1412-1413 [award to second-lowest bidder set aside where board used wrong criteria to evaluate “good faith effort” of lower bidder to comply with affirmative action goals, beyond the exclusive criteria of Cal. Pub. Contract Code § 2000]. A bid award may also be overturned where the public entity’s actions in review and approval of the bid proposals are arbitrary or capricious, entirely lacking in evidentiary support, or where it failed to follow proper procedures or failed to give notice as required by law. Taylor Bus Service, Inc., supra at 1340; citing Strumsky v. San Diego County Employees Retirement Ass’n. (1974) 11 Cal.3d 28, 34 n.2.

Bidding procedures serve an important public function; they ensure that the bid process is actually fair and seen to be honest. Indeed, there must be "affirmative safeguards" in the bid evaluation procedures to ensure the bidding process is "conducted in a fair and impartial manner." See Schram Construction, Inc. v. Regents of Univ. of California (2010) 187 Cal.App.4th 1040, 1059 [overturning bid because it involved single award in lieu of two separate packages as originally specified in the RFP]. Strict adherence to these procedures is necessary to prevent a public entity from manipulating the public bidding process. Advanced Real Estate
Services, Inc. v. Superior Court (2011) 196 Cal.App.4th 338, 344-45 [bidding procedures called for selection criteria based on "highest net present value," but the public entity chose the winning bidder based on assessment of "risk of default" by the higher bidder]. LACCD’s bid procedures were specifically designed to ensure that LACCD received the best value for its project. LACCD’s actions did not achieve that goal and appeared to be engineered for the one goal of award to a favored contractor even when that contractor’s initial bid was $11.7M higher than AECOM’s.

LACCD did not obtain the best value for the project for at least two reasons: (A) Jacobs’ initial price was more than $11.7 million higher than AECOM’s; and (B) the technical scoring for both Proposers was virtually identical.

A. The District Violated Its Own Best-Value Standard by Selecting the Costlier Jacobs Proposal and Refusing to Negotiate with AECOM

There is no dispute that AECOM’s proposal was $11.7 million lower than Jacobs’ proposal. This significant difference in price makes sense because, as the incumbent, AECOM can leverage its experience to provide superior service at a lower price, while Jacobs simply cannot. If the District truly wanted to ensure the best value for taxpayers, it would have negotiated with both parties to achieve that stated goal. Indeed, there is no evidence that the District has achieved the best value by choosing Jacobs for this contract.

No possible harm could have resulted had the District complied with Addendum 11 and negotiated with AECOM. AECOM would have entered negotiations with an offer $11.7 million lower than Jacobs, and was willing to further negotiate a lower price that would have included a greater amount of services. In full transparency, AECOM was prepared to negotiate a price as low as $78,556,009—more than $7 million less than Jacobs’ final price. That is a better value.

Failure to negotiate with equally responsive bidders whose technical proposals scored substantially similarly strongly suggests that either the District did not intend to find the best value through negotiations, or that the bidding process may not have been conducted in good faith. See Schram Construction, Inc., supra at 1059; Advanced Real Estate Services, Inc., supra at 344-45. The District’s actions suggest favoritism for one bidder at the expense of achieving the best value for the Project. Since AECOM’s final bid price would have been lower, the best value has not been achieved and the District cannot prove that it has. Negotiating with both parties would have inoculated the District from a claim of favoritism, but through its actions the District showed clear favoritism toward Jacobs over AECOM.

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3 See AECOM’s and Jacobs’ maximum compensation limits, attached hereto as Exs. 3–4. AECOM proposed maximum compensation limits of $89,846,814, while Jacobs proposed $99,652,822. In addition, AECOM proposed reimbursable expenses of $3,370,720 and Jacobs proposed $5,276,400.
B. The District Violated Its Own Best-Value Standard by Awarding Virtually Identical Scores to AECOM and Jacobs but Failing to Engage Both Parties in Negotiations

The Notice of Proposed Award is also improper because the LACCD failed to negotiate with Proposers that were virtually tied in their scores for the project, with only a 12-point difference between the Proposers' final weighted scores.\(^4\) The District stated in RFP Article 6 that "the Evaluation Panel will base its evaluation and scoring of Technical Proposals on the evaluation criteria, maximum point system, and relative weightings specified in Attachment No. 4 – "Proposal Requirements and Evaluation Criteria" and that any "material" changes would be communicated to the Proposers by RFP Addendum.\(^5\) Pursuant to Article 6, and Part 2 of Attachment 14, the District was required to evaluate and score Technical Proposals submitted by Jacobs and AECOM (Phase 1 scoring).\(^6\) Pursuant to Part 4 of Attachment 4, the District was also required to evaluate and score the Technical Interviews of Jacobs and AECOM (Phase 2 scoring).\(^7\) Pursuant to Part 5 of Attachment 4, the District was then to multiply the Phase 1 scores by 60% and the Phase 2 scores by 40%, to arrive at a final score for each Proposer.\(^8\) The District was then to "conduct negotiations [with Proposers] for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable."\(^9\)

In this instance, the scoring of Jacobs and AECOM was virtually identical with only a 1.5% difference in the overall scores between the entities, which, based on a reasonable margin of error, is a virtual statistical tie between the bidders.\(^10\) The LACCD, moreover, admitted "the closeness of the Proposers' total weighted scores."\(^11\) The failure to negotiate with both Proposers under these circumstances is an egregious violation of public trust and accountability.

The RFP describes negotiations between the District and the "highest-ranked Proposer." However, the RFP terms also indicate the District "may . . . undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all the other Short-Listed Proposers."\(^12\) In this instance, where the scoring of Jacobs' and AECOM's proposals were nearly identical, it is both reasonable and expected that the District would commence with negotiations with both

\(^4\) See District's Bond Program RFP Scoring at LACCD-00051, attached hereto as Ex. 7 [showing that Jacobs' final weighted score was 814.5 and AECOM's was 802.3 out of a maximum 1000 points].

\(^5\) See Ex. 1 Article 6, pp. 18–19.

\(^6\) See also id. § 2.2.10.1.

\(^7\) See also id. § 2.2.10.2.

\(^8\) Id.

\(^9\) See id. § 2.2.10.3.

\(^10\) See Ex. 7, supra note 4, at LACCD-00051.

\(^11\) See District's Addendum 11, attached hereto as Ex. 5.

\(^12\) See Ex. 1 § 2.2.10.3.
Jacobs and AECOM for the project, especially considering that the purpose of this bidding method is to determine the "best value" to the District.\(^{13}\)

Since the technical scores were virtually equal, the only proper method to evaluate the bids and achieve the best value for the District would be through a negotiation with both parties. It is inconceivable that the District refused to even negotiate with AECOM, whose price was $11.7 million lower than Jacobs'. In fact, negotiations were initially scheduled with AECOM. Addendum 11 to the RFP, dated May 26, 2017, provided that negotiations would be conducted between the District and Jacobs on May 30, 2017, and between the District and AECOM on May 31, 2017.\(^{14}\) Addendum 11 further acknowledges that the two Proposers' scores were virtually the same.\(^{15}\) However, without explanation, the District canceled negotiations with AECOM, violating the RFP's terms,\(^{16}\) including Addendum 11. See Monterey Mechanical Co., supra at 1412-1413. This lack of transparency and failure to achieve the best value require the award to be overturned. If a public entity's actions in review and approval of the bid proposals are arbitrary or capricious, entirely lacking in evidentiary support, or where it failed to follow proper procedures or failed to give notice as required by law, the award must be overturned. Taylor Bus Service, Inc., supra at 1340; citing Strumsky, supra at 34 n.2.

2. The District Failed to Properly Evaluate Jacobs' and AECOM's Proposals

A. Jacobs Omitted Crucial Financial Information, Rendering Its Financial Capacity Score Misleading and Its Proposal Not Responsive

Jacobs' scoring must be reevaluated for three reasons: (1) Jacobs failed to disclose its acquisition of CH2M liabilities reported to be over $400 million; (2) the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs; and (3) Jacobs provided misleading and inconsistent information to support its proposal.

On August 2, 2017, Jacobs announced its acquisition of CH2M in a deal valued at more than $3.27 billion. This deal included the accepting of significant liabilities of CH2M.\(^{17}\) According to the Guidelines and Methodology for Evaluation and Scoring, bidders were required to notify the District of any acquisition expected within the next twelve months. It does not appear that Jacobs reported this acquisition, and thus the financial capacity scoring did not reflect this significant acquisition. Due to the assumption of the CH2M liabilities (which are reported to be over $400 million), Jacobs' scoring must be reevaluated due to this significant change in the financial status of Jacobs and would have impacted its financial capacity score.

\(^{13}\) See id. § 2.3.11.
\(^{14}\) See Ex. 5.
\(^{15}\) See id.
\(^{16}\) See Ex. 1 § 2.3.11.
The scoring must be reevaluated for another reason: the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs.\(^{18}\) AECOM does not believe that anyone in the financial industry would agree with the District’s findings related to the financial strength of AECOM when compared to Jacobs. AECOM, for example, has liquidity of over $990 million available under its revolving credit facility, $42 billion in revenue-generating backlog, more than twice Jacobs’ annual revenue, and a fast-track pace of generating significant free cash flow to achieve $1.4 billion debt paydown against the URS acquisition. There are many ways to evaluate the financial health of a company, especially following an acquisition. But one thing is clear: any entity reviewing financial statements has to consider the impact of accounting on acquisitions. Had the District engaged in a good-faith dialogue with AECOM or completely reviewed its 10-K, it would have understood AECOM’s financial strength. The District’s failure to properly review and score the financial capacity section is material and prejudicial to AECOM since AECOM’s technical submittal outscored Jacobs’ in every program-related category. If the two companies were to score equally for financial health, AECOM would beat Jacobs handily in total points scored.

The third reason that Jacobs’ scoring must be reevaluated is that Jacobs provided misleading and inconsistent information to support its proposal. For example, while the financial information reflects information for Jacobs Engineering Group Inc. ("JEG"), its claim history reflects Jacobs Project Management Co. ("JPMC"). Thus, Jacobs relied on JEG to show their local presence and size but used JPMC to minimize claims and other potentially negative issues. The use of different legal entities for various components of the financial capacity evaluation frustrates the purpose of the District’s procurement procedures and should either invalidate Jacobs’ overall proposal or require the District to re-evaluate its bid.

Jacobs’ failure to include this crucial information in its proposal also renders its bid not responsive.\(^{19}\) See, e.g., Domar Electric, Inc. v. City of Los Angeles (1995) 41 Cal.App.4th 810, 818-19, as modified (Jan. 25, 1996) [losing bidder failed to provide the required good-faith-effort documentation within the deadline]. This failure is not an immaterial deviation to the bidding process as it allowed Jacobs to be scored higher than AECOM. Any bidding irregularity that provides the bidder with a material advantage over the other bidders cannot be waived by the District. Only inconsequential errors or deviations may be waived—"It is well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential." DeSilva Gates Construction, L.P. v. Department of Transportation (2015)

\(^{18}\) See Ex. 7 at LACCD-00060.

\(^{19}\) Beyond its failure to make the required financial disclosures, Jacobs’ bid proposal is not responsive because Jacobs may have altered its bid proposal after its initial submission. The District must "determine whether the bid is responsive to the call for bids, that is, whether the bid ‘promises to do what the bidding instructions demand.’“ D.H. Williams Construction, Inc. v. Clovis Unified Sch. Dist. (2007) 146 Cal.App.4th 757, 764 [internal citation omitted]. To the extent this occurred, Jacobs’ proposal should be declared not responsive.
242 Cal.App.4th 1409, 1422. This deal was reportedly in the works for months.\textsuperscript{20} Manipulating financial information such as financial capacity, and omitting critical financial information that was explicitly sought in the proposal, should render Jacobs' bid not responsive. Jacobs' omission of critical financial information explicitly sought in the RFP should not be rewarded.

B. The District Should Have Conducted Additional Background Checks of Jacobs' Personnel

As noted in section 4.A below, there are numerous reports of Jacobs' personnel and subconsultants' defects that were neither identified by the District nor included in its scoring of Jacobs' proposal. Yet the District chose not to inquire about these individuals, including by conducting detailed background checks before the scoring of the proposals.

The RFP requires each Proposer to "describe the organizational structure of the team, including Subconsultants and Key Personnel, that will be devoted to performance of the Program management Agreement."\textsuperscript{21} The RFP also requires that Proposers identify all individuals performing functions of Key Personnel, including: Program Director; Deputy Program Director; Program Design Manager; Program Controls Manager; Director of Construction; and others.\textsuperscript{22} The RFP specifies that the District will evaluate the proposals and apportion 22.5\% of the proposal score to "Personnel Qualifications."\textsuperscript{23}

Based on discussions with District personnel, it is AECOM's understanding that the District failed to conduct any background checks on any of the personnel proposed by Jacobs before completing its scoring of the "Personnel Qualifications" portion of the proposals.\textsuperscript{24} As a result, the District failed to identify key credibility issues with Jacobs' personnel and its subconsultants. This failure resulted in a higher scoring for Jacobs' proposal. Had these individuals and entities been properly evaluated as indicated in the RFP, AECOM's score would have been higher than Jacobs' score.

\textsuperscript{20} Jacobs CEO: This acquisition will create a $15B company, August 2, 2017, available at: https://www.bizjournals.com/dallas/news/2017/08/02/jacobs-ceo-this-acquisition-will-create-a-15b.html, attached hereto as Ex. 8.
\textsuperscript{21} See Ex. 1 Attachment 4, Part 1, § 1.2.1.
\textsuperscript{22} Id.
\textsuperscript{23} Id. at Part 2.
\textsuperscript{24} Addendum 19 indicates that the District conducted background checks as described in Addenda 16 and 17, i.e., by locating records of criminal convictions over the last seven years for proposed "key personnel" and other individuals provided by bidders in response to Addendum 14. The District concluded "that no felony convictions within the scope of those that were the subject of the background checks were found." Although AECOM disagrees with the District's methodology, see Addendum 18, AECOM limits its current challenge to the District's failure to conduct background checks before completing its scoring of the "Personnel Qualifications" portion of the proposals. Although AECOM does not challenge the District's background checks as indicated in Addendum 19, it reserves the right to challenge these background checks at a later date.
The District could have easily obtained background checks and references for these individuals to determine if they met district and state public contract requirements. Calls to the respective agencies, and even an internal review by the District, would have yielded significant information on past issues with Jacobs’ personnel, and other subconsultants. The RFP specifically required the identification of the Key Personnel, and provided that 22.5% of the score for the Technical Proposal would involve the evaluation of the Key Personnel. Failure to perform this important evaluation prevents the District from “maintaining bidding procedures” which courts have indicated is “crucial” to maintaining an honest procedure, and eliminates “affirmative safeguards” in the bid evaluation procedures to ensure the bidding process is “conducted in a fair and impartial manner.” See Schram Construction, Inc., supra at 1058-59. The District failed to follow its own procedures, resulting in an arbitrary and capricious decision that could expose the District to potential liability and costs should the proposed award be overturned at a later date. See Taylor Bus Service, Inc., supra at 1340; Monterey Mechanical Co., supra at 1412–1413.

3. Jacobs and Its Subconsultants Should Be Disqualified Because They Are Not Responsible Bidders

It is imperative that the District employ its authority to disqualify Jacobs and its subconsultants for failing to demonstrate “responsibility” because they do not show the “attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services” under the contract.25 Generally speaking, responsibility hinges on “terms of personal qualities that have been ‘demonstrated’ by the bidder.” Great W. Contractors, Inc. v. Irvine Unified Sch. Dist. (2010) 187 Cal.App.4th 1425, 1451, as modified (Sept. 30, 2010), opinion supplemented on denial of reh’g (Sept. 30, 2010) G041688, 2010 WL 3789323. The “quintessential ‘responsibility’ case . . . boil[s] down to the idea that the school district had good reason not to trust the lowest bidder to do even a halfway decent job.” Id. [citing Raymond v. Fresno City Unified Sch. Dist. (1954) 123 Cal.App.2d 626]. Jacobs and its subconsultants cannot be found to be a responsible bidder because (A) Jacobs and its subconsultants are linked to a long-standing history of questionable incidents; and (B) the District failed to review the qualifications of Jacobs’ personnel.

A. Jacobs and Its Subconsultants Have a History of Alarming Incidents That Preclude a Finding That Jacobs Is a Responsible Bidder

Here, Jacobs and its subconsultants fail to show responsibility for at least the following reasons:

(1) Jacobs’ Proposed Deputy Program Director, Edwin Van Ginkel, and his firm, Grand View Advisors, LLC, have ties to the LACCD’s chief construction counsel, Bergman Dacey Goldsmith. On information and belief, Van Ginkel’s subcontract with Bergman Dacey Goldsmith was suspended at the direction of the President of the Board of Trustees pending an LACCD

25 See Ex. 1 § 9.3; see also Cal. Pub. Contract Code § 1103 ["Responsible bidder," as used in this part, means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."].
internal investigation. Van Ginkel was also reportedly suspended by the Los Angeles Unified School District in connection with an internal probe that revealed cost overruns, perceived conflicts of interest, and violations of the Los Angeles Unified School District's ban on subconsultants. 26

(2) Rory Lorenzo previously performed services as the Construction Project Director on the TradeTech College project. Lorenzo was removed from the project at the direct request of the President of TradeTech College, Laurence Frank, based on poor performance.

In light of these alarming incidents, the LACCD should review the questionable dealings by Jacobs' subconsultants and conclude that they are not responsible entities evidencing trustworthiness.

B. The District's Failure to Properly Review the Qualifications of Jacobs' Personnel Also Precludes a Determination That Jacobs Is a Responsible Bidder

As discussed above, a "responsible bidder" is "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." One of the purposes of providing bidding requirements is to establish the criteria for a "responsible bidder." For a bidder to meet the requirements as a responsible bidder, it would have to show that its personnel were sufficiently qualified to perform the services required in the contract based, at least in part, on past experience.

A quick Internet search reveals significant publicly available red flags regarding Jacobs' Key Personnel and its subconsultants, which make it uncertain whether Jacobs can meet the district's requirements as a responsible bidder. Performance of necessary services while overbilling or engaging in improper contacts precludes that entity from being found responsible. See Great W. Contractors, Inc., supra at 1451. Given these issues, AECOM has well-founded concerns that the District failed to evaluate Jacobs' personnel or subconsultants to determine whether Jacobs was in fact a responsible bidder. Had it done so, it would have found significant problems with Jacobs' and its subconsultants' work history. Where bids are not evaluated on the same basis as was provided for in the RFP, that award is subject to judicial intervention. See Eel River Disposal & Resource Recovery, Inc. v. County of Humboldt (2013) 221 Cal.App.4th 209, 238. "The mere potential for abuses likely to arise from significant deviations from standards designed to eliminate favoritism, fraud, and corruption . . . is a sufficient basis upon which to grant judicial relief even without a showing that the deviations actually resulted in such abuses." Id.

Conclusion

For the foregoing reasons, AECOM requests that the District abstain from awarding the contract to Jacobs and instead immediately award the contract to AECOM. In the alternative, the District should stay any award, produce all documents requested by AECOM, allow sufficient time for AECOM to submit an updated Bid Protest, and review AECOM’s Bid Protest. In addition, AECOM has requested from the District but not yet received information on the evaluation process, and therefore reserves the right to amend this Bid Protest at a later date. We await your response.

Sincerely,

[Signature]
Daniel R. Suvor
for O’MELVENY & MYERS LLP

cc: Kevin Jeter, Interim General Counsel

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 7, 2017 at Los Angeles, California.

[Signature]
Mike Donnelly
AECOM Technical Services, Inc.
ATTACHMENT 2
August 8, 2017

VIA E-MAIL AND HAND DELIVERY

Chancellor Francisco C. Rodriguez
Los Angeles Community College District
770 Wilsshire Boulevard, 8th Floor
Los Angeles, California 90017
RodrigFC@email.laccd.edu

Re: Contract Award for PM 02-02-17, LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services

Dear Dr. Rodriguez:

This firm represents Jacobs Project Management Company ("JPMCo") with respect to the above-referenced contract for program management services which the District has given notice it intends to award to JPMCo. Yesterday JPMCo received notice of a bid protest filed by AECOM Technical Services, Inc. in response to such notice. [AECOM submitted the second-ranked bid in response to the District's Request for Proposal ("RFP").]

JPMCo reserves its right to respond in detail to AECOM's protest within the three business days afforded it by the LACCD Bond Program Protest Procedure. However, we note that the award to JPMCo remains on the agenda for the Board of Trustees meeting today and therefore want to apprise you of JPMCo's position in at least summary fashion prior to the Board's consideration.

As the incumbent Program Manager since April 2013, AECOM had every advantage in winning this award. Not only had AECOM already responded to a virtually identical RFP nearly five years ago, it was intimately knowledgeable regarding program operations and costs, and enjoyed long-established relationships with District personnel involved in the program.

Notwithstanding that advantage, the District determined that JPMCo was the top-scoring proposer. This determination followed a robust three-phase procurement process mandated by the RFP in which a six member panel (three individuals from inside the District and three independent individuals) scored the bidders' Technical Proposals, with independent scoring of company financial information by an outside consultant, during the first phase, and interviewed a set of short-listed bidders in the second phase deriving a second score for each, after which the combined scores were ranked. The short-listed Bidders' Staffing and Pricing Proposals were opened only in the third phase, at which time the District could accept the proposals submitted by the highest-ranked proposer or could elect to enter negotiations with that proposer. (RFP §§2.2.10 and Attachment 4.) The District did elect to enter negotiations with JPMCo, the
highest-ranked proposer. Significantly, those negotiations were conducted by a different team than those persons representing the District in the first and second phases, i.e., Chancellor Rodriguez, Interim Chief Facilities Executive Tom Hall, and special outside counsel Steve Densmore (who, in fact, assisted the District throughout the entire procurement process to ensure it was properly followed). The District succeeded in negotiating a price from JPMCo that was substantially lower than AECOM’s bid price and otherwise obtained the best value for the program when it decided to award the contract to JPMCo.

The District conducted itself properly in all aspects of reaching this award decision, as demonstrated by the plain language of the RFP itself — language that AECOM disingenuously omits in its protest letter.

The contentions underlying AECOM’s protest, and JPMCo’s preliminary response to those contentions, are set forth below:

- That “the technical scoring for both Proposers was virtually identical with a difference of only 1.5 percent”

  The bidders’ Technical Proposals were scored in the first of the three-phase procurement process mandated by the RFP with respect to numerous factors. (RFP, Att. 4, Part 4.) A difference in scoring between JPMCo’s and AECOM’s Technical Proposals of 1.5% does not equate to an identical score or a tie, but to one proposer who scored higher than another. JPMCo obtained the highest technical score. (It is worth noting that the RFP provides that it will rank the bidders “by means of a random, blind selection” only “[i]f, at the close of the Second Phase of the RFP process, two or more Proposer[s] have received identical total, overall scores” (RFP § 8.1.4) – which was not the case here.)

- That JPMCo’s initial bid for professional service fees “was more than $11.7 million higher than AECOM’s”

  This contention is irrelevant for two reasons. First, the bidders submitted their initial bid price in a separate proposal (the Staffing and Pricing Proposal) that, in strict accordance with the requirements of the RFP, was not even opened by the District, let alone considered by it, until after the scoring was completed, i.e., price was only one component of the District’s best value analysis. (RFP §§ 2.2.9, 2.2.10.3.) Secondly, the RFP afforded the District the right to “conduct Negotiations for the purpose of establishing agreed terms relative to pricing” and to generally “secure an offer more advantageous to the District.” (RFP §§ 2.2.10.3, 8.1.3.) Here, the District succeeded in negotiating fees of no more than $31 million from JPMCo that was nearly $9 million lower than AECOM’s bid. (AECOM’s assertion that it was prepared to negotiate an even lower price – had it gotten that far in the bid process – is self-serving and impossible to confirm.)
That the District “failed to comply with its own negotiation procedures... [by failing] to negotiate with both equally responsive bidders”

As a threshold matter, the bidders were not “equally responsive” since JPMCo received a higher score than AECOM through the first two phases. In any event, the District followed the terms of the RFP regarding negotiations to the letter. First and foremost, under the RFP, the District was not required to conduct any negotiations: “In the event the District does not decide to immediately accept the Technical Proposal and Staffing and Pricing Proposal submitted by the highest-ranked Short-Listed Proposer, the District will have the option, in the exercise of its sole and absolute discretion, to conduct negotiations...”. (RFP § 2.2.10.3; emphasis added; see also RFP § 2.3.14: “Award may be made without... Negotiations;” § 8.1.1: “the District may elect... to not engage in Negotiations.”) If the District should decide, in its “sole and absolute discretion,” to exercise the option to conduct negotiations, the RFP provides that “The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District may either formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all of the other Short-Listed Proposers.” (RFP §§ 2.2.10.3, 8.1.2.) Here, the District did first attempt to negotiate an agreement with highest-ranked JPMCo, and succeeded. At that point, under the plain language of the RFP, no other negotiations were required or permitted.

That JPMCo was obligated to disclose the efforts of its parent company, Jacobs Engineering Group Inc. (“Jacobs”), to acquire CH2M HILL

The RFP required Proposers to include in their two-page brief firm history “any mergers or acquisitions currently planned to occur in the next twelve (12) months.” (RFP Att. 4, §1.1.1.5.) JPMCo was not required to disclose an acquisition sought by a separate legal entity such as Jacobs. Though irrelevant, Jacobs’ acquisition of CH2M has not been consummated (as the news articles included by AECOM in its protest make clear). If it ever does become final, the import of that acquisition might be material to Jacobs, but will not be material to JPMCo’s performance of this contract. Finally, it is worth noting that had Jacobs been the proposer here (which it was not), as a public company it would have been precluded from disclosing any pending acquisition pursuant to various securities laws.
That JPMCo submitted its financial information in an improper and misleading format

In its protest, AECOM admits "there are many ways to evaluate the financial health of a company." Its subsequent contention that the District had not "understood AECOM's financial strength" and that no one "in the financial industry would agree with the District's findings relating to the financial strength of AECOM when compared to Jacobs" has no basis and disregards the District's diligence in going so far as to retain an independent consultant to score the bidders' financial information during the first phase of the procurement process. (RFP §2.2.10.1.) The RFP required the submission of "available financial statements (audited, unaudited, or self-prepared)" that conformed to generally accepted accounting principles ("GAAP"). JPMCo submitted the audited, consolidated financial statements of its parent company, which included the financial information of JPMCo (and other Jacobs subsidiaries). Nothing about this submission violated the RFP requirements or was otherwise improper. The fact that AECOM itself submitted the consolidated financials of its parent company is an irony that utterly undermines its protest on this score.

That the District should have conducted "detailed background checks before the scoring of the proposals" and "failed to review the qualifications of [JPMCo] personnel"

AECOM's contention regarding background checks is essentially an effort to rewrite the RFP, which simply does not require that the District perform any such checks, including during the phase one and two scoring process. [Notably, the RFP expressly provides that the District assumed "no obligation to confirm . . . the information contained within the resumes." (RFP § 4.4.16.)] Indeed, the only District policy regarding background checks that we have been able to locate is Administrative Regulation B-35 which was not a part of the RFP. The B-35 regulation provides (at section 1.a) that "every consultant which performs professional services for the District's BuildLACCD program to certify that they have not assigned any . . . employee or independent contractor, or sub-consultant . . . to perform services for the District without first certifying that the consultant has conducted a criminal background check and the individual is not ineligible to provide work to the District." Nothing in this regulation nor the RFP requires the District itself to perform "detailed background checks" during the first phases of the procurement process — or at any time — as urged by AECOM. Nevertheless, the District did, in fact, retain an outside firm to conduct background checks of both AECOM and JPMCo personnel during the third phase of the process. For all these reasons, AECOM's contention regarding background checks is without merit. Its further contention that the District failed to consider the qualifications of JPMCo's personnel is purest conjecture.
That Internet postings and news articles suggest certain of JPMCo's proposed subconsultants "are not responsible entities"

The Internet rumors and media innuendo posited by AECOM do not present to a credible basis for protesting this — or any — contract award. The repetition of unsubstantiated media chatter is not a factual presentation. In contrast, the RFP required bidders to submit the actual claims history of both themselves and their proposed subconsultants, including actual debarments, lawsuits, convictions, fines, citations and the like. (RFP Att. 4, §1.5.1.) JPMCo submitted this information in compliance with the RFP, and AECOM offers no evidence that it was inaccurate.

AECOM's protest lacks any merit, as the above demonstrates. The District properly determined to award the contract to JPMCo in strict accordance with the RFP process, and can now finalize that award.

Very truly yours,

Robert H. Philipsian
Harold E. Hamersmith
Candace L. Matson

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

cc: Kevin D. Jeter
Interim General Counsel
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, CA 90017
JeterK@email.laccc.edu
August 10, 2017

VIA E-MAIL

Chancellor Francisco C. Rodriguez
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, California 90017
RodrigFC@email.laccd.edu

Re: Contract Award for PM 02-02-17, LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services

Dear Dr. Rodriguez:

In our letter yesterday responding on behalf of Jacobs Program Management Company to the bid protest filed by AECOM Technical Services, Inc. respecting the above-referenced award, we advised that we might be filing a further response. Please be advised that we will not do so. We look forward to the District's thoughtful and fair consideration of the protest and our response.

Very truly yours,

Robert H. Philibosian
Harold E. Hamersmith
Candace L. Matson

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:483739734.1

cc: Kevin D. Jeter
    Interim General Counsel
    Los Angeles Community College District
    770 Wilshire Boulevard, 8th Floor
    Los Angeles, CA 90017
    JeterK@email.laccd.edu
August 15, 2017

VIA EMAIL AND PERSONAL DELIVERY

Francisco C. Rodriguez, Ph.D.
Chancellor
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, CA 90017

Re:  **REPLY BID PROTEST: Request for Proposals No. PM 02-03-17 – LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services**

Dr. Rodriguez:

AECOM Technical Services, Inc. ("AECOM") submits this reply bid protest in response to Jacobs Project Management Company’s ("Jacobs") opposition dated August 9, 2017.¹ On August 11, 2017, the Los Angeles Community College District ("District") forwarded Jacobs’ opposition to AECOM’s counsel and requested that AECOM reply to Jacobs’ letter pursuant to the Bond Program Protest Procedure section II(B)(3).²

Jacobs’ opposition to the protest is meritless for the following reasons:

1. Obtaining the best value for a public contract means finding the most advantageous balance of factors, including experience, financial responsibility, technical approach, and cost.³ Having exercised its authority in approving and issuing the RFP, the District is bound by its terms. Failure to negotiate with both equally responsive bidders suggests that either the District was not intending to find the best value through negotiations or that the bidding process was not conducted in good faith. Here, the District did not even attempt to secure the best value, in violation of its own rules and state law. The District also abused its discretion by refusing to negotiate with AECOM, whose initial bid was $11.7 million less than Jacobs’ bid and whose ultimate negotiated price would have been $78,556,009—$7 million less than Jacobs’ final price.⁴ As a matter of law and fact, the District failed to achieve

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¹ See Jacobs’ Opposition dated August 9, 2017, attached as Exhibit 15.
² See District’s email dated August 11, 2017, attached as Exhibit 16.
³ See Ex. 1 § 2.3.11. Exhibits 1–13 are attached to AECOM’s protest, which is enclosed as Exhibit 14.
⁴ Jacobs’ claim that this negotiated price is “impossible to confirm” is nonsensical. AECOM prepared its negotiation position in advance of its scheduled negotiation and is prepared to honor this price. The District would have learned this if it had not canceled that meeting and then ultimately refused to negotiate with AECOM. The RFP expressly allowed the District to negotiate with any bidder in order to
the best value for the District. Jacobs attempts to mislead the district by comparing AECOM’s proposed price to their post-negotiated price. In addition to scoring higher than Jacobs in all program-related evaluation categories, AECOM’s initial price was significantly lower than Jacobs’ initial bid.

(2) Jacobs included no response to AECOM’s clear and direct evidence that the District’s financial capacity scoring is flawed and should be set aside. The financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs based on a flawed review process and erroneous conclusion regarding AECOM’s financial wellness and ability to execute this contract. AECOM would likely have won this contract had the financial evaluation been done properly.

(3) Jacobs admits that it misled the District by selectively manipulating which information it disclosed throughout its Proposal, in some cases providing financial and other data from Jacobs Project Management Co. (“JPMC”), and in others on behalf of its parent entity, Jacobs Engineering Group Inc. (“JEG”). At any given point in Jacobs’ proposal, it is unclear who the Proposer is—JPMC or JEG—and who is accountable and responsible for the project.\(^5\)

Below is AECOM’s detailed response to Jacobs’ opposition to the bid protest.

1. Jacobs Does Not Address AECOM’s Best Value Argument

As explained in AECOM’s protest dated August 7, 2017, the District did not obtain the best value for the project because, if the District had entered negotiations with AECOM, it would have discovered that AECOM was willing to negotiate a price as low as $78,556,009—$7 million less than Jacobs’ final price. Id. Jacobs has no response to this fact and instead evades AECOM’s arguments by arguing that its offer of $85,900,000 (including reimbursable expenses) is a good enough value for the District. But the RFP specifies that the District would award the project to the bidder that offers the “best value” to the District. The District is not allowed to award to a bidder except the one that offers the “best value”. To do otherwise violates the long-held rule that the District must “ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds.” Cal. Pub. Contract Code § 100. Regardless of the process, the District was irresponsible.

AECOM reiterates that failure to negotiate with equally responsive bidders whose technical proposals scored substantially similarly suggests that either the District did not intend to find the best value through negotiations, or that the bidding process may not have been conducted in good faith. Jacobs asserts in its response that the District followed the RFP, which it argues only required it to negotiate with the first-ranked Proposer. Jacobs’ response fails to

\(^{*}\)secure an offer more advantageous to the District*, which the District did not do. RFP §§ 2.2.10.3; 8.1.3. The District therefore did not achieve the best value.

\(^{5}\) In addition to its inconsistent uses of legal entities for its proposal, Jacobs’ proposed staffing plan is weak on experience and capabilities on the merits, and AECOM therefore reserves the right to challenge the District’s staffing scores. Jacobs’ and AECOM’s proposed staffing plans are attached as Exhibits 21–22.
address that the District could not achieve the best value without negotiating with both sides given the closeness of the scores and the significant disparity in initial bids. Addendum 11 acknowledges that “in light of the closeness of the Proposers’ total weighted scores, the District may conduct Negotiations with both Proposers.” By its actions, and by ignoring AECOM’s repeated requests for negotiations, the District showed clear favoritism toward Jacobs over AECOM, in violation of District rules and state law. While AECOM did receive higher scores on all program-related categories, Jacobs’ scores are inflated and AECOM is prepared to discuss this category-by-category when provided the opportunity.

2. Jacobs Provides No Evidence the District’s Financial Capacity Scoring Was Proper

The District’s evaluation of Financial Capacity scoring was clearly wrong. Out of a possible 125 points, the District’s financial capacity score for AECOM was 7.8, while Jacobs’ score was 81.9. Put another way: AECOM, a Fortune 150 Company with nearly $18 billion in annual revenue, scored 7.8 out of 125 on the District’s test of financial capacity. The District’s calculations imply that Jacobs was 10 times stronger a firm than AECOM, which is absurd, arbitrary, and completely inaccurate. Indeed, AECOM successfully performed as the District’s program manager for over four years (including two years after AECOM’s acquisition of another entity) without any financial problems. Given AECOM’s demonstrated health and financial responsibility as a company, this score must be set aside. In contrast, industry analysts have noted the financial risk associated with Jacobs’ acquisition of CH2M. For this and other reasons explained in AECOM’s protest, the District’s financial capacity scoring must be reevaluated.

Jacobs offers absolutely no evidence that the District’s scoring was proper except to say that the District retained an independent consultant to score the bidders’ financial information. See Opp. at 4. Still, the discrepancy between the bidders’ scores strongly suggests that the District was mistaken in its analysis. AECOM recently requested the District’s documents relating to the independent consultant in order to understand the District’s methodology.

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6 See Ex. 1 §§ 2.2.10.3 [The District “may . . . undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all the other Short-Listed Proposers.”]; 2.3.12 [“The District reserves the right, at any point in the RFP process . . . to conduct discussions with any Proposer . . .”]; Ex. 5 [Addendum 11 specifies that “in light of the closeness of the proposers total weighted scores, the district may conduct negotiations with both proposers in order to make a final selection”].
7 See Ex. 5.
8 See Cal. Pub. Contract Code § 100 [legislative intent is to protect the public from misuse of funds, provide all qualified bidders with a fair opportunity to enter the bidding process, and eliminate favoritism, fraud, and corruption in awarding public contracts].
9 See CH2M acquisition: management track record vs. E&C market - Round 2, attached as Exhibit 17.
10 To the extent that Jacobs or the District argue that the District’s Financial Capacity scoring was consistent with District rules, both the rules and application of those rules is arbitrary and capricious and inconsistent with the statutory purposes for such rules.
Instead of focusing on a few liquidity ratios, the District should have reviewed other financial indicators, such as free cash flow, revolving credit facilities, available cash and equivalents, and bank guarantees, which are all included in the public filings solicited by the District. In light of the absurd results of the financial capacity scoring, and as a general matter, the District should have also sought third party analysis from Moody’s, Standard and Poor’s, or other investor services. Given the nature of this project and its fiduciary requirements, it is critical that the District ensure an accurate financial evaluation. The District’s scoring does not accurately reflect the health of both companies, especially since AECOM’s bonding capacity is in the billions.


According to the RFP, the District’s goals in its financial capacity analysis are to determine a Proposer’s 1) “financial capability to perform” and 2) “a Proposer’s financial strength”. Jacobs misled and continues to mislead the District by selectively submitting information pertaining to JEG, its parent entity. See Opp. at 3-4. In fact, now Jacobs emphasizes that JPMC is a separate legal entity from JEG. The selective and inconsistent use of different legal entities to manipulate various components of the District’s evaluation frustrates the purpose of the procurement procedures and should either invalidate Jacobs’ overall proposal or require the District to re-evaluate its bid. The following is a small set of examples showing Jacobs’ selective use of JPMC for certain sections and JEG for others:

- While Jacobs’ financial information reflects information for JEG, its claim history reflects just JPMC as “an actual named party to the litigation, and fines for projects within California” (emphasis added). Thus, Jacobs relied on JEG for financial strength but misled the district by limiting its claims history to JPMC in California, which is grounds for disqualification;
- Jacobs argues that JPMC was not required to disclose the CH2M acquisition because a “separate legal entity” (emphasis in original) intends to acquire CH2M, and this acquisition is “irrelevant” and “will not be material to JPMC”[s] performance of this contract.” See Opp. at 3. But Jacobs ignores that the District, and not Jacobs, must evaluate whether JEG’s acquisition is material to this contract. Even if Jacobs is correct that disclosure of the acquisition would have been improper, Jacobs had an obligation to alert the District as soon as the

12 See Ex. 1 Attachment 4 §§ 1.4.3–1.4.4.
13 See Jacobs Technical Proposal at § 5 Claims History C1, attached as Exhibit 19.
14 See Ex. 1 § 4.4.16 [“the District reserves the right to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false or materially incomplete and misleading”]; Attachment 4 § 1.5.2 [“Failure to disclose any circumstances requested in the [Claims History section] is grounds for disqualification.”].
15 Jacobs failed to disclose its imminent acquisition of CH2M in a deal valued at more than $3.27 billion, including significant liabilities of CH2M. See Jacobs to Acquire CH2M to Create Premier $15 Billion Global Solutions Provider, August 2, 2017, available at: https://www.ch2m.com/newsroom/news/jacobs-acquire-ch2m-create-premier-15-billion-global-solutions-provider, attached as Exhibit 6.
impending acquisition became public because proposers must "provide any and all financial and other information necessary for the District" to calculate the financial ratios indicated in Paragraph 1.4.1 . . . that are to be used to evaluate a Proposer's financial strength" (emphasis added)\(^{16}\); and

- Jacobs' corporate social responsibility section blatantly reflects activity of the Jacobs Family Foundation and the Jacobs Center for Neighborhood Innovation—separate non-profit entities based in San Diego that appear to have no corporate ties to Jacobs and JEG. To the extent that Jacobs argues the activity of its various legal entities, including their acquisitions, is outside the scope of this bidding process, then the corporate social responsibility activities of those non-profit entities should also be withdrawn as non-responsive. The District should therefore scrutinize Jacobs' misleading use of JPMC and JEG in its proposal. By contrast, AECOM's commitment to corporate social responsibility positively impacts students in Los Angeles and in the District.\(^{17}\)

**Conclusion**

For the foregoing reasons, AECOM requests that the District rescind its award to Jacobs and instead immediately award the contract to AECOM. In the alternative, the District should stay the award, produce all documents requested by AECOM, allow sufficient time for AECOM to submit an updated bid protest, and review AECOM's bid protest or cancel the solicitation and reissue the RFP. In addition, AECOM has requested from the District but not yet received information on the evaluation process, and therefore reserves the right to amend this bid protest at a later date. We await your response.

Sincerely,

\[Signature\]

Daniel R. Suvor
for O'MELVENY & MYERS LLP

\[Dated\]

**cc:** Kevin Jeter, Interim General Counsel

\(^{16}\) See Ex. 1 Attachment 4 § 1.4.4.

\(^{17}\) See AECOM Technical Proposal at 92-93 [AECOM supported Bond Measure CC and promised to support the LA College Promise Foundation to help increase the number of community college graduates, university transfer, and workforce-ready students throughout the region. AECOM also contributes nearly $1 million to causes in Los Angeles and the surrounding areas, including East Los Angeles Community Youth Center, the Brotherhood Crusade, Plaza de la Raza, and many others.], attached as Exhibit 20.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 15, 2017 at Los Angeles, California.

[Signature]

Michael J. Donnelly
AECOM Technical Services, Inc.
ATTACHMENT 4
September 6, 2017

Daniel R. Suvor, Esq.
O’Melveny & Myers LLP
400 South Hope Street
18th Floor
Los Angeles, CA 90071-2899
[sent via email to: dsuvor@omm.com]

Re: Bid Protest Determination -- PM 02-03-17 – LACCD Bond Program
   Propositions A and AA/Measures J and CC, Program Management Services

Dear Mr. Suvor:

As you are aware, the Chancellor delegated to me the obligation to respond to the protest that you filed on behalf of AECOM Technical Services, Inc. related to Request for Proposal No. PM 02-03-17.

My final decision is to reject your protest. The basis for this decision is that, having considered the proceedings, the related documentation and the information submitted with your protest, Jacobs Project Management Company represents the overall best value to the District. In accordance with section 4.4.7 of the RFP, to the extent that there any deviations, irregularities, errors, or omissions in Jacobs' conduct in connection with the RFP process, or in Jacobs' proposal, or in regard to Jacobs' compliance or non-compliance with the requirements of the RFP documents, such deviations, irregularities, errors, and/or omissions are hereby waived. Further, by not objecting to the procedures, terms, conditions, or requirements of the RFP prior to submitting its proposal, AECOM Technical Services has waived its right to protest on such grounds.

Pursuant to District Policy PP-04-21 you have three (3) business days from the date of this letter to file an appeal of this decision in writing to the Chancellor, if you choose to do so. Any such appeal must set forth all grounds for the appeal. The District reserves all rights.

Sincerely,

[Signature]
David Salazar
Chief Facilities Executive
Facilities Planning and Development

c: Chancellor Francisco Rodriguez
   Jeffrey M. Prieto, General Counsel
   Kevin Jeter, Associate General Counsel
   Harold E. Hamersmith, Counsel for Jacobs Project Management Co.
   [sent via email to: hhamersmith@sheppardmullin.com]
ATTACHMENT 5
September 11, 2017

VIA E-MAIL AND PERSONAL DELIVERY

Francisco C. Rodriguez, Ph.D.
Chancellor
Los Angeles Community College District
770 Wilsshire Boulevard, 8th Floor
Los Angeles, CA 90017

Re: **APPEAL: Bid Protest re Request for Proposals No. PM 02-03-17 - LACCD Bond Program Proposals A and AA/Measures J and CC, Program Management Services**

Dr. Rodriguez:

AECOM Technical Services, Inc. ("AECOM"), submits this appeal in response to the final decision by David Salazar, Chief Facilities Executive of the Los Angeles Community College District ("District") and your designee, to reject AECOM's bid protest of the District's award of the contract for PM 02-03-17, LACCD Bond Program Proposals A and AA/Measures J and CC, Program Management Services ("RFP"), to Jacobs Project Management Company ("Jacobs"). AECOM brings this appeal of the final decision pursuant to District policy PP-04-21.

AECOM's protest was rejected because Jacobs apparently "represents the overall best value to the District." Ex. 24. Notably, the District waived "any deviations, irregularities, errors, or omissions in Jacobs' conduct in connection with the RFP process, or in Jacobs' proposal, or in regard to Jacobs' compliance or non-compliance with the requirements of the RFP documents" pursuant to RFP § 4.4.7. Id. The District ignores that only inconsequential errors or deviations may be waived: any bidding irregularity that provides the bidder with a material advantage over other bidders cannot be waived by the District. "It is well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be

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1 See Bid Protest Notice dated August 21, 2017, attached as Ex. 23.
2 See Bid Protest Determination dated September 6, 2017, attached as Ex. 24. Jacobs' Opposition to the protest is dated August 9, 2017, attached as Exhibit 15.
3 See RFP, attached as Exhibit 1 at 142. AECOM, which submitted its Bid Proposal to the District in response to the RFP and fully participated in the Second Phase of the RFP process, has the right to make a protest pursuant to the District's Business Operations Policy and Procedures, Rule 4-21. See Ex. 1 Attachment 13. AECOM understands that Jacobs has or will contract with numerous subconsultants, which AECOM's appeal also targets.
accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. 4 DeSilva Gates Construction, L.P. v. Department of Transportation (2015) 242 Cal.App.4th 1409, 1422. The District also alleges that "by not objecting to the procedures, terms, conditions, or requirements of the RFP prior to submitting its proposal, AECOM Technical Services has waived its right to protest on such grounds." Id. Not so. AECOM repeatedly asked the District to negotiate but the District refused.4 AECOM could not have known, moreover, that the scoring was improper prior to the District finalizing its scoring and producing all relevant documents to AECOM. As of today, the District still has not produced all documents responsive to AECOM's requests.5 The District's arguments are therefore specious.

The District, moreover, failed to adequately address AECOM's arguments, instead limiting its discussion to the conclusion that Jacobs represents the best value. This suggests that the District has not acted in good faith and improperly favors Jacobs over AECOM. Another reason that the District displays favoritism is that on August 9, 2017, the Board of Trustees voted to award the contract to Jacobs over a month before the District issued its final decision regarding AECOM's bid protest. This too suggests that the District has not acted in good faith.

AECOM appeals Mr. Salazar's decision for the following reasons:

1. The District abused its discretion and violated its own procurement rules by failing to secure the best value for the project:
   A. The District violated its own rules and abused its discretion by refusing to negotiate with AECOM, whose initial bid was $11.7 million less than Jacobs' bid and whose ultimate negotiated price would have been $78,556,009—$7 million less than Jacobs' final price;6 and
   B. The District failed to achieve the best value by refusing to negotiate with AECOM, even though AECOM's scores were superior to Jacobs' in every technical category.

2. The District failed to properly evaluate the proposals based on the following evidence:
   A. (1) Jacobs failed to disclose its acquisition of CH2M liabilities, reported to be over $400 million; (2) the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs based on flawed reviews of AECOM's financial statements; and (3) Jacobs

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4 See, e.g., Addenda 13 and 15.
5 See Ex. 26.
6 Jacobs' claim that this negotiated price is "impossible to confirm" is nonsensical. AECOM prepared its negotiation position in advance of its scheduled negotiation meeting and is prepared to honor this price. The District would have learned this if it had not canceled that meeting and then ultimately refused to negotiate with AECOM. The RFP expressly allowed the District to negotiate with any bidder in order to "secure an offer more advantageous to the District," which the District did not do. Ex. 1 §§ 2.2.10.3 and 8.1.3. As a result, the District did not achieve the best value.
provided misleading and inconsistent information to support its proposal. Jacobs admits that it misled the District throughout the Proposal process by selectively manipulating the information it disclosed, in some cases providing financial and other data from Jacobs Project Management Co. ("JPMC"), and in others from its parent entity, Jacobs Engineering Group Inc. ("JEG"). At any given point in Jacobs' proposal, it is unclear who the Proposer is—JPMC or JEG—and who is accountable and responsible for the project.\(^7\)

(B) The District failed to conduct proper background checks, which is arbitrary and capricious, and resulted in evaluation scores being overstated for Jacobs and understated for AECOM.

(3) Jacobs and its subconsultants are not responsible bidders; i.e., they lack the trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services because:

(A) There is a history of disturbing incidents tied to Jacobs and its subconsultants; and

(B) The District failed to properly review the qualifications of Jacobs' personnel, which violated the District's procurement procedures and should have precluded a finding that Jacobs was a responsible bidder.

Relief Requested: Based on the District's violations and Jacobs' omissions and defects, the District should rescind its Award to Jacobs and reevaluate the manner in which it scored AECOM's and Jacobs' bids. Based on the District's own bid-review procedures, AECOM requests that the District immediately enter negotiations with AECOM and award the project to AECOM based on those negotiations. Alternatively, AECOM requests that the District stay any award to Jacobs, produce copies of the documents AECOM has requested, permit AECOM to supplement its bid protest, and properly evaluate AECOM's bid protest. As yet another alternative, AECOM requests that all the bids be rejected and the RFP be placed for rebid.

Below is a detailed discussion of the nature of and basis for AECOM's appeal.

BASIS FOR PROTEST

1. The District Abused Its Discretion by Failing to Secure the Best Value for the Project and by Awarding the Contract to Jacobs Without Evidentiary Support

The District should revoke its Notice of Proposed Award because it failed to even attempt to secure the "best value\(^8\)" for the project, which constitutes an abuse of discretion. See

\(^7\) In addition to its inconsistent uses of legal entities for its proposal, Jacobs' proposed staffing plan is weak on experience and capabilities on the merits, and AECOM therefore reserves the right to challenge the District's staffing scores. Jacobs' and AECOM's proposed staffing plans are attached as Exhibits 21–22.

\(^8\) See Ex. 1 §§ 2.3.11 ["The District intends to make Award to the Proposer that the District determines, in the exercise of its sole and absolute discretion, represents the overall best value to the District taking into
Taylor Bus Service, Inc. v. San Diego Bd. of Education (1987) 195 Cal.App.3d 1331; Cal. Pub. Contract Code § 20651.7 ["best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the governing board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services]; see also Cal. Pub. Contract Code § 100 [legislative intent is to protect the public from misuse of funds, provide all qualified bidders with a fair opportunity to enter the bidding process, and eliminate favoritism, fraud, and corruption in awarding public contracts]. The District did not obtain the best value for the project for at least two reasons: (A) Jacobs' initial bid was more than $11.7 million higher than AECOM's; and (B) the technical scoring for both Proposers was virtually identical, with a difference of only 1.5 percent.

Having exercised its authority in approving and issuing the RFP, the District is bound by its terms. The District, however, failed to comply with its own negotiation procedures and evaluation criteria. As a result, the District's proposed award to Jacobs must be rejected because failure to negotiate with both equally responsive bidders suggests that either the District was not intending to find the best value through negotiations or that the bidding process was not conducted in good faith.

Generally, a public entity's failure to use correct and exclusive criteria to award a public contract constitutes an abuse of discretion. Monterey Mechanical Co. v. Sacramento Regional County Sanitation Dist. (1998) 44 Cal.App.4th 1391, 1412-1413 [award to second-lowest bidder set aside where board used wrong criteria to evaluate "good faith effort" of lower bidder to comply with affirmative action goals, beyond the exclusive criteria of Cal. Pub. Contract Code § 2000]. A bid award may also be overturned where the public entity's actions in review and approval of the bid proposals are arbitrary or capricious, entirely lacking in evidentiary support, or where it failed to follow proper procedures or failed to give notice as required by law. Taylor Bus Service, Inc., supra at 1340; citing Strumsky v. San Diego County Employees Retirement Ass'n. (1974) 11 Cal. 3d 28, 34 n.2. Bidding procedures serve an important public function: they ensure that the bid process is actually fair and seen to be honest. Indeed, there must be "affirmative safeguards" in the bid evaluation procedures to ensure the bidding process is "conducted in a fair and impartial manner." See Schram Construction, Inc. v. Regents of Univ. of California (2010) 187 Cal.App.4th 1040, 1059 [overturning bid because it involved single award in lieu of two separate

consideration non-cost factors (such as, without limitation, experience, financial responsibility, and technical approach) and cost. Scores and ranking of Proposers are intended to inform, but not control, the District's selection of the Proposer to whom it will make its Award. District reserves the right to Award to any, or none, of the Proposers.]. and B.1.3 ["The District Intends to make the Award to the Short-Listed Proposer whose Technical Proposal and Staffing and Pricing Proposal, in the judgment of the District exercised in its sole and absolute discretion, represents the overall best value to the District. Inasmuch as the District may conduct Negotiations with Proposers to secure an offer more advantageous to the District, Proposers are advised that scores received by Proposers are intended to inform, but not control, the District's final selection of the Proposer to whom it will make the Award."].
packages as originally specified in the RFP]. Strict adherence to these procedures is necessary to prevent a public entity from manipulating the public bidding process. Advanced Real Estate Services, Inc. v. Superior Court (2011) 196 Cal.App.4th 338, 344-45 [bidding procedures called for selection criteria based on "highest net present value," but the public entity chose the winning bidder based on assessment of "risk of default" by the higher bidder]. The District's bid procedures were specifically designed to ensure that the District received the best value for its project. The District's actions did not achieve that goal and appeared to be engineered for the one goal of award to a favored contractor, even when that contractor's initial bid was $11.7M higher than AECOM's.

The District did not obtain the best value for the project for at least two reasons: (A) Jacobs' initial price was more than $11.7 million higher than AECOM's; and (B) the technical scoring for both Proposers was virtually identical.

A. The District Violated Its Own Best-Value Standard by Selecting the Costlier Jacobs Proposal and Refusing to Negotiate with AECOM

There is no dispute that AECOM's proposal was $11.7 million lower than Jacobs' proposal.\(^6\) If the District truly wanted to ensure the best value for taxpayers, it would have negotiated with both parties to achieve that stated goal, as permitted by the RFP.\(^10\) Indeed, there is no evidence that the District has achieved the best value by choosing Jacobs for this contract.

No possible harm could have resulted had the District complied with Addendum 11 and negotiated with AECOM. AECOM would have entered negotiations with an offer $11.7 million lower than Jacobs', and was willing to further negotiate a lower price that would have included a greater amount of services. In full transparency, AECOM was prepared to negotiate a price as low as $78,556,009—$7 million less than Jacobs' final price. That is a better value.

If the District had entered negotiations with AECOM, it would have discovered that AECOM was willing to negotiate a price as low as $78,556,009—$7 million less than Jacobs' final price. \(Id\). Jacobs has no response to this fact and instead evades AECOM's arguments by arguing that its offer of $85,900,000 (including reimbursable expenses) is a good enough value for the District. But the RFP specifies that the District would award the project to the bidder that offers the "best value" (emphasis added) to the District. The District is not allowed to award to a bidder other than the one that offers the "best value." To do otherwise violates the long-held

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\(^6\) See AECOM's and Jacobs' maximum compensation limits, attached as Exhibits 3-4. AECOM proposed maximum compensation limits of $89,848,814, while Jacobs proposed $98,652,822. In addition, AECOM proposed reimbursable expenses of $3,370,720, while Jacobs proposed $5,276,400.

\(^10\) See Ex. 1 §§ 2.2.10.3 [The District "may . . . undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all the other Short-Listed Proposers."] and 2.3.12 ["The District reserves the right, at any point in the RFP process . . . to conduct discussions with any Proposer . . . ."]; Ex. 5 (Addendum 11 specifies that "in light of the closeness of the Proposers' total weighted scores, the District may conduct Negotiations with both Proposers in order to make a final selection").
rule that the District must "ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds." Cal. Pub. Contract Code § 100. Regardless of the process, the District was irresponsible.

Jacobs asserts in its response that the District followed the RFP, which it argues only required the District to negotiate with the first-ranked Proposer. Jacobs' response fails to address that the District could not achieve the best value without negotiating with both bidders, given the closeness of the scores and the significant disparity in initial bids. Addendum 11 acknowledges that "in light of the closeness of the Proposers' total weighted scores, the District may conduct Negotiations with both Proposers."11 Failure to negotiate with equally responsive bidders, whose technical proposals scored substantially similarly, strongly suggests that either the District did not intend to find the best value through negotiations or that the bidding process may not have been conducted in good faith. See Schram Construction, Inc., supra at 1059; Advanced Real Estate Services, Inc., supra at 344-45. By its actions, and by ignoring AECOM's repeated requests for negotiations, the District showed clear favoritism toward Jacobs over AECOM, in violation of District rules and state law.12 Moreover, because AECOM's final bid price would have been lower, the best value has not been achieved and the District cannot prove that it has. Negotiating with both parties would have inoculated the District from a claim of favoritism, but through its actions the District showed clear favoritism toward Jacobs over AECOM.

B. The District Violated Its Own Best-Value Standard by Awarding Virtually Identical Scores to AECOM and Jacobs but Failing to Engage Both Parties in Negotiations

The Award is also improper because the District failed to negotiate with Proposers that were virtually tied in their scores for the project, with only a 12-point difference between the Proposers' final weighted scores.13 The District stated in RFP Article 6 that "the Evaluation Panel will base its evaluation and scoring of Technical Proposals on the evaluation criteria, maximum point system, and relative weightings specified in Attachment No. 4 -- "Proposal Requirements and Evaluation Criteria" and that any "material" changes would be communicated to the Proposers by RFP Addendum."14 Pursuant to Article 6 and Part 2 of Attachment 14, the District was required to evaluate and score Technical Proposals submitted by Jacobs and AECOM (Phase 1 scoring).15 Pursuant to Part 4 of Attachment 4, the District was also required to evaluate and score the Technical Interviews of Jacobs and AECOM.

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11 See Ex. 5.
12 See Cal. Pub. Contract Code § 100 [legislative intent is to protect the public from misuse of funds, provide all qualified bidders with a fair opportunity to enter the bidding process, and eliminate favoritism, fraud, and corruption in awarding public contracts].
13 See District's Bond Program RFP Scoring at LACC-00051, attached as Exhibit 7 [showing that Jacobs' final weighted score was 814.5 and AECOM's was 802.3 out of a maximum 1000 points].
14 See Ex. 1 Article 6, pp. 18-19.
15 See also id. § 2.2.10.1.
(Phase 2 scoring). Pursuant to Part 5 of Attachment 4, the District was then to multiply the Phase 1 scores by 60% and the Phase 2 scores by 40%, to arrive at a final score for each Proposer. The District was then required to "conduct negotiations [with Proposers] for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable." In this instance, the scoring of Jacobs and AECOM was virtually identical, with only a 1.5% difference in the overall scores between the entities, which, based on a reasonable margin of error, is a virtual statistical tie between the bidders. The District, moreover, admitted "the closeness of the Proposers' total weighted scores." The failure to negotiate with both Proposers under these circumstances is an egregious violation of public trust and accountability.

The RFP describes negotiations between the District and the "highest-ranked Proposer." However, the RFP terms also indicate the District "may . . . undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all the other Short-Listed Proposers." In this instance, where the scoring of Jacobs' and AECOM's proposals was nearly identical, it is both reasonable and expected that the District would commence negotiations with both Jacobs and AECOM for the project, especially considering that the purpose of this bidding method is to determine the "best value" to the District.

Because the technical scores were virtually equal, the only proper method to evaluate the bids and achieve the best value for the District would be through a negotiation with both parties. It is inconceivable that the District refused to even negotiate with AECOM, whose price was $11.7 million lower than Jacobs'. In fact, negotiations were initially scheduled with AECOM. Addendum 11 to the RFP, dated May 26, 2017, provided that negotiations would be conducted between the District and Jacobs on May 30, 2017, and between the District and AECOM on May 31, 2017. Addendum 11 further acknowledges that the two Proposers' scores were virtually the same. However, without explanation, the District canceled negotiations with AECOM, violating the RFP's terms, including Addendum 11. See Monterey Mechanical Co., supra at 1412-1413. This lack of transparency and failure to achieve the best value require the award to be overturned. If a public entity's actions in review and approval of bid proposals are arbitrary or capricious, entirely lacking in evidentiary support, or where it failed

18 See also id. § 2.2.10.2.
17 Id.
18 See id. § 2.2.10.3.
19 See Ex. 7 at LACCD-00061.
20 See Ex. 5.
21 See supra note 10, at Ex. 1 §§ 2.2.10.3, 2.3.12; Ex. 5.
22 See id. § 2.3.11.
23 See Ex. 5.
24 See id.
25 See Ex. 1 § 2.3.11.
to follow proper procedures or failed to give notice as required by law, the award must be overturned. Taylor Bus Service, Inc., supra at 1340; citing Strumsky, supra at 34 n.2.

2. The District Failed to Properly Evaluate Jacobs’ and AECOM’s Proposals

   A. Jacobs Omitted Crucial Financial Information, Rendering Its Financial Capacity Score Misleading and Its Proposal Not Responsive

   Jacobs’ scoring must be reevaluated for three reasons: (1) Jacobs failed to disclose its acquisition of CH2M liabilities, reported to be over $400 million; (2) the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs; and (3) Jacobs provided misleading and inconsistent information to support its proposal.

   (1) On August 2, 2017, Jacobs publicly announced its acquisition of CH2M in a deal valued at more than $3.27 billion. This deal included the accepting of significant liabilities of CH2M.26 According to the Proposal Requirements and Evaluation Criteria, bidders were required to notify the District of any acquisition expected within the next twelve months.27 It does not appear that Jacobs reported this acquisition, and thus the financial capacity scoring did not reflect this significant acquisition. Due to the assumption of the CH2M liabilities (which are reported to be over $400 million), Jacobs’ scoring must be reevaluated due to this significant change in the financial status of Jacobs that would have impacted its financial capacity score.

   (2) The scoring must be reevaluated for another reason: the financial capacity section shows an excessive 74.1 point difference between AECOM and Jacobs.28 The District’s evaluation of Financial Capacity scoring was clearly wrong. Out of a possible 125 points, the District’s financial capacity score for AECOM was 7.8, while Jacobs’ score was 81.9. Put another way: AECOM, a Fortune 150 Company with nearly $18 billion in annual revenue, scored 7.8 out of 125 on the District’s test of financial capacity. The District’s calculations imply that Jacobs was 10 times stronger a firm than AECOM, which is absurd, arbitrary, and completely inaccurate. Indeed, AECOM successfully performed as the District’s program manager for over four years (including two years after AECOM’s acquisition of another entity) without any financial problems. Given AECOM’s demonstrated health and financial responsibility as a company, this score must be set aside. In contrast, industry analysts have noted the financial risk associated with Jacobs’ acquisition of CH2M.29 For this reason alone, the District’s financial capacity scoring must be reevaluated.

   Also, AECOM does not believe that anyone in the financial industry would agree with the District’s findings related to the financial strength of AECOM when compared to Jacobs. AECOM, for example, has liquidity of over $980 million available under its revolving credit

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27 See Ex. 1, Attachment 4 § 1.1.5 (proposal must include “any mergers or acquisitions . . . currently planned to occur in the next twelve (12) months”).
28 See Ex. 7 at LACCD-00060.
29 See CH2M acquisition: management track record vs. E&C market - Round 2, attached as Exhibit 17.
facility; $42 billion in revenue-generating backlog, more than twice Jacobs' annual revenue; and
a fast-track pace of generating significant free cash flow to achieve $1.4 billion debt paydown
against the URS acquisition. There are many ways to evaluate the financial health of a
company, especially following an acquisition. But one thing is clear: any entity reviewing
financial statements has to consider the impact of accounting on acquisitions. Had the District
engaged in a good-faith dialogue with AECOM or completely reviewed its 10-K, it would have
understood AECOM's financial strength. The District's failure to properly review and score the
financial capacity section is material and prejudicial to AECOM because AECOM's technical
submittal outscored Jacobs' in every program-related category. (In addition, AECOM did
receive higher scores on all program-related categories and Jacobs' scores are inflated.
AECOM is prepared to discuss this category-by-category when provided the opportunity.) Even
if the two companies were to score equally for financial health, AECOM would beat Jacobs
handily in total points scored.

In response, Jacobs offers absolutely no evidence that the District's scoring was proper
except to say that the District retained an independent consultant to score the bidders' financial
information. See Opp. at 4. Still, the discrepancy between the bidders' scores strongly
suggests that the District was mistaken in its analysis. AECOM recently requested the
District's documents relating to the independent consultant in order to understand the District's
methodology. These documents indicate that there was confusion regarding how to score the
financial capacity section. Instead of focusing on five liquidity ratios, the District should have
reviewed other financial indicators, such as free cash flow, revolving credit facilities, available
cash and equivalents, and bank guarantees, which are all included in the public filings solicited
by the District. In light of the absurd results of the financial capacity scoring, and as a general
matter, the District should have also sought third-party analysis from Moody's, Standard and
Poor's, or other investor services. Given the nature of this project and its fiduciary
requirements, it is critical that the District ensure an accurate financial evaluation. The District's
scoring does not accurately reflect the health of both companies, especially because AECOM's
bonding capacity is in the billions.

(3) The third reason that Jacobs' scoring must be reevaluated is that Jacobs provided
misleading and inconsistent information to support its proposal. For example, while the financial
information reflects information for Jacobs Engineering Group Inc. ("JEG"), its claim history
reflects Jacobs Project Management Co. ("JPMC"). Thus, Jacobs relied on JEG to show their
local presence and size but used JPMC to minimize claims and other potentially negative
issues. The use of different legal entities for various components of the financial capacity

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30 To the extent that Jacobs or the District argue that the District's Financial Capacity scoring was
consistent with District rules, both the rules and the application of those rules is arbitrary and capricious,
and inconsistent with the statutory purposes for such rules.
32 See Ex. 25 at pp. 2-4 (showing the District's and score clerk's confusion over the definition of "tangible
net worth"). AECOM reserves its right to seek additional discovery from the score clerk and hire an
expert to prove in court that: (1) the expert was not properly directed; (2) key terms were not defined; and
(3) the result was arbitrary and capricious.
evaluation frustrates the purpose of the District’s procurement procedures and should either invalidate Jacobs’ overall proposal or require the District to re-evaluate its bid.

According to the RFP, the District’s goals in its financial capacity analysis are to determine a Proposer’s (1) “financial capability to perform” and (2) “a Proposer’s financial strength.” Jacobs misled and continues to mislead the District by selectively submitting information pertaining to JEG, its parent entity. See Opp. at 3-4. In fact, Jacobs now emphasizes that JPMC is a separate legal entity from JEG. The selective and inconsistent use of different legal entities to manipulate various components of the District’s evaluation frustrates the purpose of the procurement procedures and should either invalidate Jacobs’ overall proposal or require the District to re-evaluate its bid. The following is a small set of examples showing Jacobs’ selective use of JPMC for certain sections and JEG for others:

- While Jacobs’ financial information reflects information for JEG, its claim history reflects only JPMC as “an actual named party to the litigation, and fines for projects within California” (emphasis added). Thus, Jacobs relied on JEG for financial strength but misled the district by limiting its claims history to JPMC in California, which is grounds for disqualification. The District should have asked the score clerk to verify the claims history.

- Jacobs argues that JPMC was not required to disclose the CH2M acquisition because a “separate legal entity” (emphasis in original) intends to acquire CH2M, and this acquisition is “irrelevant” and “will not be material to JPMC’s performance of this contract.” See Opp. at 3. But Jacobs ignores that the District, and not Jacobs, must evaluate whether JEG’s acquisition is material to this contract. Even if Jacobs is correct that disclosure of the acquisition would have been improper, Jacobs had an obligation to alert the District as soon as the impending acquisition became public because proposers must “provide any and all financial and other information necessary for the District to calculate the financial ratios indicated in Paragraph 1.4.1 . . . that are to be used to evaluate a Proposer’s financial strength” (emphasis added).

33 See Ex. 1 Attachment 4 §§ 1.4.3–1.4.4.
34 See Jacobs Technical Proposal at § 5 Claims History C1, attached as Exhibit 19.
35 See Ex. 1 § 4.4.16 ["the District reserves the right to disqualify any Proposer and reject any Proposal should District determine that any Information submitted by the Proposer is false or materially incomplete and misleading"]; Attachment 4 § 1.5.2 ["Failure to disclose any circumstances requested in the [Claims History section] is grounds for disqualification."].
36 Jacobs failed to disclose its imminent acquisition of CH2M in a deal valued at more than $3.27 billion, including significant liabilities of CH2M. See Jacobs to Acquire CH2M to Create Premier $15 Billion Global Solutions Provider, August 2, 2017, available at: https://www.ch2m.com/newsroom/news/jacobs-acquire-ch2m-create-premier-15-billion-global-solutions-provider, attached as Exhibit 6.
37 See Ex. 1 Attachment 4 § 1.4.4.
• Jacobs' failure to include this crucial information in its proposal also renders its bid not responsive. See, e.g., Domar Electric, Inc. v. City of Los Angeles (1995) 41 Cal.App.4th 810, 818-19, as modified (Jan. 25, 1996) [losing bidder failed to provide the required good-faith-effort documentation within the deadline]. This failure is not an immaterial deviation to the bidding process, as it allowed Jacobs to be scored higher than AECOM. Any bidding irregularity that provides a bidder with a material advantage over the other bidders cannot be waived by the District. Only inconsequential errors or deviations may be waived: "It is well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential." Desilva Gates Construction, L.P. v. Department of Transportation (2015) 242 Cal.App.4th 1409, 1422. This deal was reportedly in the works for months. Manipulating financial information such as financial capacity, and omitting critical financial information that was explicitly sought in the proposal, should render Jacobs' bid not responsive. Jacobs' omission of critical financial information explicitly sought in the RFP should not be rewarded.

• Jacobs' corporate social responsibility section blatantly reflects activity of the Jacobs Family Foundation and the Jacobs Center for Neighborhood Innovation—separate non-profit entities based in San Diego that appear to have no corporate ties to Jacobs and JEG. To the extent that Jacobs argues the activity of its various legal entities, including their acquisitions, is outside the scope of this bidding process, then the corporate social responsibility activities of those non-profit entities should also be withdrawn as non-responsive. The District should therefore scrutinize Jacobs' misleading use of JPMC and JEG in its proposal. By contrast, AECOM's commitment to corporate social responsibility positively impacts students in Los Angeles and in the District.

38 Beyond its failure to make the required financial disclosures, Jacobs' bid proposal is not responsive because Jacobs may have altered its bid proposal after its initial submission. The District must "determine whether the bid is responsive to the call for bids, that is, whether the bid 'promises to do what the bidding instructions demand.'" D.H. Williams Construction, Inc. v. Clovis Unified Sch. Dist. (2007) 146 Cal.App.4th 757, 784 [internal citation omitted]. To the extent this occurred, Jacobs' proposal should be declared not responsive.

39 Jacobs CEO: This acquisition will create a $15B company, August 2, 2017, available at: https://www.bizjournals.com/dallas/news/2017/08/02/jacobs-ceo-this-acquisition-will-create-a-15b.html. attached as Exhibit 8.

40 See AECOM Technical Proposal at 92-93 [AECOM supported Bond Measure CC and promised to support the LA College Promise Foundation to help increase the number of community college graduates, university transfer, and workforce-ready students throughout the region. AECOM also contributes nearly $1 million to causes in Los Angeles and the surrounding areas, including East Los Angeles Community Youth Center, the Brotherhood Crusade, Plaza de la Raza, and many others], attached as Exhibit 20.
B. The District Should Have Conducted Additional Background Checks of Jacobs' Personnel

As noted in section 3.A below, there are numerous reports of Jacobs' personnel and subconsultants' defects that were neither identified by the District nor included in its scoring of Jacobs' proposal. And the District chose not to inquire about these individuals, including by conducting detailed background checks before the scoring of the proposals.

The RFP requires each Proposer to “describe the organizational structure of the team, including Subconsultants and Key Personnel, that will be devoted to performance of the Program Management Agreement.” The RFP also requires that Proposers identify all individuals performing functions of Key Personnel, including: Program Director; Deputy Program Director; Program Design Manager; Program Controls Manager; Director of Construction; and others. The RFP specifies that the District will evaluate the proposals and apportion 22.5% of the proposal score to “Personnel Qualifications.”

Based on discussions with District personnel, it is AECOM's understanding that the District failed to conduct any background checks on any of the personnel proposed by Jacobs before completing its scoring of the "Personnel Qualifications" portion of the proposals. As a result, the District failed to identify key credibility issues with Jacobs' personnel and its subconsultants. This failure resulted in higher scoring for Jacobs' proposal. Had these individuals and entities been properly evaluated as indicated in the RFP, AECOM's score would have been higher than Jacobs' score.

The District could have easily obtained background checks and references for these individuals to determine if they met district and state public-contract requirements. Calls to the respective agencies, and even an internal review by the District, would have yielded significant information on past issues with Jacobs' personnel, as with some of their subconsultants. The RFP specifically required the identification of the Key Personnel, and provided that 22.5% of the score for the Technical Proposal would involve the evaluation of the Key Personnel. Failure to perform this important evaluation prevents the District from "maintaining bidding procedures," which courts have indicated is "crucial" to maintaining an honest procedure, and eliminates "affirmative safeguards" in the bid evaluation procedures that are designed to ensure the

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41 See Ex. 1 Attachment 4, Part 1, § 1.2.1.
42 Id.
43 Id. at Part 2, p. 18.
44 Addendum 19 indicates that the District conducted background checks as described in Addenda 16 and 17, i.e., by locating records of criminal convictions over the last seven years for proposed "key personnel" and other individuals provided by bidders in response to Addendum 14. The District concluded "that no felony convictions within the scope of those that were the subject of the background checks were found." Although AECOM disagrees with the District's methodology, see Addendum 18, AECOM limits its current challenge to the District's failure to conduct background checks before completing its scoring of the "Personnel Qualifications" portion of the proposals. Although AECOM does not challenge the District's background checks as indicated in Addendum 19, it reserves the right to challenge these background checks at a later date.
bidding process is "conducted in a fair and impartial manner." See Schram Construction, Inc., *supra* at 1058-59. The District failed to follow its own procedures, resulting in an arbitrary and capricious decision that could expose the District to potential liability and costs should the proposed award be overturned at a later date. See *Taylor Bus Service, Inc., supra* at 1340; *Monterey Mechanical Co., supra* at 1412-1413.

3. *Jacobs and Its Subconsultants Should Be Disqualified Because They Are Not Responsible Bidders*

It is imperative that the District employ its authority to disqualify Jacobs and its subconsultants for failing to demonstrate "responsibility" because they do not show the "attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the required services" under the contract. Generally speaking, responsibility hinges on "terms of personal qualities that have been 'demonstrated' by the bidder." *Great W. Contractors, Inc. v. Irvine Unified Sch. Dist.* (2010) 187 Cal.App.4th 1425, 1451, as modified (Sept. 30, 2010), opinion supplemented on denial of reh'g (Sept. 30, 2010) G041688, 2010 WL 3789323. The "quintessential 'responsibility' case . . . boil[s] down to the idea that the school district had good reason not to trust the lowest bidder to do even a halfway decent job." *Id.* [citing *Raymond v. Fresno City Unified Sch. Dist.* (1954) 123 Cal.App.2d 626]. Jacobs and its subconsultants cannot be found to be a responsible bidder because (A) Jacobs and its subconsultants are linked to a long-standing history of questionable incidents; and (B) the District failed to review the qualifications of Jacobs' personnel.

A. *Jacobs and Its Subconsultants Have a History of Alarming Incidents That Preclude a Finding That Jacobs Is a Responsible Bidder*

Here, Jacobs and its subconsultants fail to show responsibility for at least the following reasons:

(1) Jacobs' Proposed Deputy Program Director, Edwin Van Ginkel, and his firm, Grand View Advisors, LLC, have ties to the District's chief construction counsel, Bergman Dacey Goldsmith. On information and belief, Van Ginkel's subcontract with Bergman Dacey Goldsmith was suspended at the direction of the President of the Board of Trustees pending a District internal investigation. Van Ginkel was also reportedly suspended by the Los Angeles Unified School District in connection with an internal probe that revealed cost overruns, perceived conflicts of interest, and violations of the Los Angeles Unified School District's ban on subconsultants. 48

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46 See Ex. 1 § 9.3; *see also* Cal. Pub. Contract Code § 1103 ["Responsible bidder," as used in this part, means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."]

(2) Rory Lorenzo previously performed services as the Construction Project Director on the TradeTech College project. Lorenzo was removed from the project at the direct request of the President of Trade Tech College, Laurence Frank, based on poor performance.

In light of these alarming incidents, the District should review the questionable dealings by Jacobs' subconsultants and conclude that they are not responsible entities evidencing trustworthiness.

B. The District's Failure to Properly Review the Qualifications of Jacobs' Personnel Also Precludes a Determination That Jacobs Is a Responsible Bidder

As discussed above, a "responsible bidder" is "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." One of the purposes of providing bidding requirements is to establish the criteria for a "responsible bidder." For a bidder to meet the requirements as a responsible bidder, it would have to show that its personnel were sufficiently qualified to perform the services required in the contract based, at least in part, on past experience.

A quick Internet search reveals significant publicly available red flags regarding Jacobs' Key Personnel and its subconsultants, which make it uncertain whether Jacobs can meet the district's requirements as a responsible bidder. Performance of necessary services while overbilling or engaging in improper contacts precludes that entity from being found responsible. See Great W. Contractors, Inc., supra at 1451. Given these issues, AECOM has well-founded concerns that the District failed to evaluate Jacobs' personnel or subconsultants to determine whether Jacobs was in fact a responsible bidder. Had the District done so, it would have found significant problems with Jacobs' and its subconsultants' work history. Where bids are not evaluated on the same basis as was provided for in the RFP, that award is subject to judicial intervention. See Eel River Disposal & Resource Recovery, Inc. v. County of Humboldt (2013) 221 Cal.App.4th 209, 238. "The mere potential for abuses likely to arise from significant deviations from standards designed to eliminate favoritism, fraud, and corruption . . . is a sufficient basis upon which to grant judicial relief even without a showing that the deviations actually resulted in such abuses." Id.

Conclusion

For the foregoing reasons, AECOM requests that the District rescind the contract award to Jacobs and instead immediately award the contract to AECOM. In the alternative, the District should stay any award, produce all documents requested by AECOM, allow sufficient time for AECOM to submit an updated Appeal, and review AECOM's Appeal. In addition, AECOM has requested from the District but not yet received all information on the evaluation process, and therefore reserves the right to amend this Appeal at a later date. As yet another alternative, AECOM requests that all the bids be rejected and the RFP be placed for rebid. AECOM

reserves the right to bring a writ of mandate in a state superior court, seek an injunction, and obtain discovery regarding the RFP. AECOM also intends to seek reimbursement of its legal fees, Proposal fees, and other damages from the District. We await your response.

Sincerely,

Daniel Suvor
for O'MELVENY & MYERS LLP

cc: Kevin Jeter, Interim General Counsel

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 11, 2017 at Los Angeles, California.

Michael J. Donnelly
AECOM Technical Services, Inc.
ATTACHMENT 6
September 14, 2017

VIA E-MAIL AND HAND DELIVERY

Chancellor Francisco C. Rodriguez
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, California 90017
RodrigFC@email.laccd.edu

Re: Contract Award for PM 02-02-17, LACCD Bond Program Propositions A and AA/Measures J and CC, Program Management Services

Dear Dr. Rodriguez:

Jacobs Project Management Company ("JPMCo") respectfully submits this response to the appeal ("Appeal") filed by AECOM Technical Services, Inc. ("ATS"), the second-ranked bidder for the above-referenced contract for program management services which the Los Angeles Community College District ("District") has awarded to JPMCo. In reaching a determination to reject ATS' bid protest, Mr. David Salazar, acting for the Chancellor, advised that he "considered the proceedings, the related documentation and the information submitted with [ATS'] protest" to conclude that JPMCo "represents the overall best value to the District." Nothing in the Appeal dictates a different result. Indeed, the Appeal itself is not credible as it includes representations as to what the Request for Proposals ("RFP") required that are patently and demonstrably false. Further, to the extent the Appeal introduces new contentions not included in its protest, it should be disregarded. Nothing in the Appeal evidences that the District violated the RFP in any respect. The Facilities Master Planning and Oversight Committee, i.e., the appeal panel, should recommend to the Board that the Appeal be rejected.

As the incumbent Program Manager since April 2013, ATS had every advantage in winning this award. Not only had ATS already responded to a virtually identical RFP nearly five years ago, it was intimately knowledgeable regarding program operations and costs, and enjoyed long-established relationships with District personnel involved in the program.

Notwithstanding that advantage, the District determined that JPMCo was the top-scoring proposer. This determination followed a robust three-phase procurement process mandated by the RFP in which a six member panel (three individuals from inside the District and three independent individuals) scored the bidders' Technical Proposals, with independent scoring of company financial information by an outside consultant, during the first phase, and interviewed a set of short-listed bidders in the second phase deriving a second score for each, after which the combined scores were ranked. (JPMCo achieved the highest score in both phases, i.e., the
Technical Proposal and the Technical Interview.) The short-listed Bidders' Staffing and Pricing Proposals were opened only in the third phase, at which time the District could accept the proposals submitted by the highest-ranked proposer or could elect to enter negotiations with that proposer. (RFP §§2.2.10 and Attachment 4.) The District did elect to enter negotiations with JPMCo, the highest-ranked proposer. Significantly, those negotiations were conducted by a different team than those persons representing the District in the first and second phases, i.e., Chancellor Rodriguez, Interim Chief Facilities Executive Tom Hall, and special outside counsel Steve Densmore (who, in fact, assisted the District throughout the entire procurement process to ensure it was properly followed). The District succeeded in negotiating a price from JPMCo that was substantially lower than ATS' bid price, and otherwise obtained the best value for the program when it decided to award the contract to JPMCo.

The District conducted itself properly in all aspects of reaching this award decision, as demonstrated by the plain language of the RFP itself - language that ATS disingenuously omitted in its protest letter and that it falsely characterizes in its Appeal.

The contentions underlying ATS' protest and Appeal, and JPMCo's response to those contentions, are set forth below.

- That "the technical scoring for both Proposers was virtually identical with a difference of only 1.5 percent"

  The bidders' Technical Proposals were scored in the first of the three-phase procurement process mandated by the RFP with respect to numerous factors. (RFP, Att. 4, Part 4.) A difference in scoring between JPMCo's and ATS' Technical Proposals of 1.5% does not equate to an identical score or a tie, but to one proposer who scored higher than another. JPMCo obtained the highest technical score. [It is worth noting that the RFP provides that it will rank the bidders "by means of a random, blind selection" only "[i]f, at the close of the Second Phase of the RFP process, two or more Proposer's have received identical total, overall scores" (RFP § 8.1.4) – which was not the case here.]

- That JPMCo's initial bid for professional service fees "was more than $11.7 million higher than AECOM's"

  This contention is irrelevant for two reasons. First, the bidders submitted their initial bid price in a separate proposal (the Staffing and Pricing Proposal) that, in strict accordance with the requirements of the RFP, was not even opened by the District, let alone considered by it, until after the scoring was completed, i.e., price was only one component of the District's best value analysis. (RFP §§ 2.2.9, 2.2.10.3.) Secondly, the RFP afforded the District the right to "conduct Negotiations for the purpose of establishing agreed terms relative to pricing" and to generally "secure an offer more advantageous to the District." (RFP §§ 2.2.10.3, 8.1.3.) Here, the District succeeded in negotiating fees of no more than $81 million from JPMCo that was nearly $9 million lower than ATS' bid. ATS'
assertion that it was prepared to negotiate an even lower price – had it gotten that far in the bid process – is self-serving and impossible to confirm.

- That the District "failed to comply with its own negotiation procedures . . . [by failing] to negotiate with both equally responsive bidders"

As a threshold matter, the bidders were not "equally responsive" since JPMCo received a higher score than ATS through the first two phases.

ATS falsely states in the Appeal that the District "was required to 'conduct negotiations [with Proposers] . . .'," citing Section 2.2.10.3 of the RFP. (Appeal, p. 7 and fn. 18; emphasis added.) Further, by quoting from the RFP but omitting key language, it falsely suggests that the District was free to undertake parallel negotiations with proposers at any time. Both assertions are patently untrue. In fact, under the RFP, the District was not required to conduct any negotiations: "In the event the District does not decide to immediately accept the Technical Proposal and Staffing and Pricing Proposal submitted by the highest-ranked Short-Listed Proposer, the District will have the option, in the exercise of its sole and absolute discretion, to conduct negotiations . . .". (RFP § 2.2.10.3; emphasis added; see also RFP § 2.3.14: "Award may be made without . . . Negotiations;" § 8.1.1: "the District may elect . . . to not engage in Negotiations.") If the District should decide, in its "sole and absolute discretion," to exercise the option to conduct negotiations, the RFP provides:

"The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District may either formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all of the other Short-Listed Proposers." ¹

(RFP §§ 2.2.10.3, 8.1.2.) Here, the District did first attempt to negotiate an agreement with highest-ranked JPMCo, and succeeded. At that point, under the plain language of the RFP, no other negotiations were required or permitted.

¹ Compare this complete quote from the RFP with the portion of it disingenuously quoted by ATS at page 7 of the Appeal: " . . . the District 'may . . . undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached, or may engage in continuing and parallel Negotiations with some or all the other Short-Listed Proposers."
ATS also falsely states in its Appeal that "Addendum 11 to the RFP . . . provided that negotiations would be conducted between . . . the District and AECOM on May 31, 2017," and that "without explanation, the District canceled negotiations with AECOM, violating the RFP's terms, including Addendum 11." (Appeal, p. 7; emphasis added.) In fact, Addendum 11 states: "Negotiations will be conducted with the first-ranked Proposer, Jacobs Project Management Co. on May 30, 2017 . . . Negotiations may also be conducted with the second-ranked Proper, AECOM Technical Services, Inc., and if so will be conducted on May 31, 2017 . . ." (Addendum 11, Appeal, Ex. 5; emphases added.) As set forth above, under the express terms of the RFP, the District was not required to conduct any negotiations, but if it did, those negotiations were required to be conducted only with the first-ranked proposer (JPMCo, in this case), with success in that endeavor ending the prospect of any further negotiations. Neither the RFP nor Addendum 11 required the District to enter into negotiations with ATS as the second-ranked proposer. The District followed the RFP procedures to the letter.

That JPMCo was obligated to disclose the efforts of its parent company, Jacobs Engineering Group Inc. ("Jacobs"), to acquire CH2M Hill

The RFP required Proposers to include in their two-page brief firm history "any mergers or acquisitions currently planned to occur in the next twelve (12) months." (RFP Att. 4, §1.1.1.5.) ATS falsely states in its Appeal that after the District gave notice of its intent to award the contract, "Jacobs publicly announced its acquisition of CH2M . . ." (Appeal, p. 8; emphasis added.) The Appeal uses the term "Jacobs" to refer to JPMCo. (Appeal, p. 1.) But JPMCo made neither any such announcement nor any such acquisition, as is evidenced by the very exhibits proffered by ATS (Ex. 6, 17). ATS deliberately fails to distinguish between either JPMCo and its parent company, or between ATS and its own parent company, in an effort to confuse the record and the Panel.

JPMCo was not required to disclose an acquisition sought by a separate legal entity such as Jacobs Engineering Group Inc. Though irrelevant, Jacobs' acquisition of CH2M has not been consummated (as the news articles included by ATS in its protest make clear). If it ever does become final, the import of that acquisition might be material to Jacobs, but will not be material to JPMCo's performance of this contract. Finally, it is worth noting that had Jacobs Engineering Group Inc. been the proposer here (which it was not), as a public company it would have been precluded from untimely disclosing any pending acquisition pursuant to various securities laws.
That JPMCo submitted its financial information in an improper and misleading format and the District’s evaluation of financial capacity scoring was clearly wrong

ATS’ contention that the District had not “understood AECOM’s financial strength” and that no one “in the financial industry would agree with the District’s findings relating to the financial strength of AECOM when compared to Jacobs” (Appeal, pp. 8-9) disregards the District’s diligence in going so far as to retain an independent consultant (William Ackerman of Freeman & Mills) to score the bidders’ financial information during the first phase of the procurement process. (RFP §2.2.10.1.) ATS attacks the conclusions of the independent consultant with unsubstantiated and speculative claims, including that he suffered “confusion regarding how to score the financial capacity section.” In fact, the "evidence" for this assertion (Ex. 25) reveals no such confusion, but rather a careful and cautious approach by the consultant to his responsibilities.

For the first time (i.e., not included in its protest letter), ATS offers its own ideas regarding how the District “should have reviewed . . . financial indicators.” (Appeal, p. 9.) This “Monday-morning quarterbacking” is irrelevant and belied by ATS’ admission in both its protest and the Appeal that “there are many ways to evaluate the financial health of a company.”

The RFP required the submission of “available financial statements (audited, unaudited, or self-prepared)” that conformed to generally accepted accounting principles ("GAAP"). JPMCo submitted the audited, consolidated financial statements of its parent company, which included the financial information of JPMCo (and other Jacobs subsidiaries). Nothing about this submission violated the RFP requirements or was otherwise improper. The fact that ATS itself submitted the consolidated financials of its parent company is an irony that utterly undermines its protest on this score. Indeed, ATS again deliberately blurs the proposers with their parent companies in an effort to obfuscate the facts.

That the District should have conducted “detailed background checks before the scoring of the proposals” and “failed to review the qualifications of [JPMCo] personnel”

ATS’ contention regarding background checks is essentially an effort to re-write the RFP, which simply does not require that the District perform any such checks, including during the phase one and two scoring process. [Notably, the RFP expressly provides that the District assumed “no obligation to confirm . . . the information contained within the resumes.” (RFP § 4.4.15.)] Indeed, the only District policy regarding background checks that we have been able to locate is Administrative Regulation B-35 which was not a part of the RFP. The B-35 regulation provides (at section 1.a) that “every consultant which performs professional services for the District’s BuildLACCD program to certify that they have not assigned any . . . employee or independent contractor, or sub-
consultant . . . to perform services for the District without first certifying that the consultant has conducted a criminal background check and the individual is not ineligible to provide work to the District." Nothing in this regulation nor the RFP requires the District itself to perform "detailed background checks" during the first phases of the procurement process — or at any time — as urged by ATS. Nevertheless, the District did, in fact, retain an outside firm to conduct background checks of both ATS and JPMCo personnel during the third phase of the process, and ATS admits in the Appeal that they were, in fact, performed. (Appeal, p. 12, fn. 44.) For all these reasons, ATS’ contention regarding background checks is without merit. Its further contention that the District failed to consider the qualifications of JPMCo’s personnel is purest conjecture.

That internet postings and news articles suggest JPMCo and certain of JPMCo’s proposed subconsultants “are not responsible entities”

ATS contends that "Jacobs and its subconsultants are linked to a long-standing history of questionable incidents." (Appeal, p. 13.) ATS, “on information and belief,” casts aspersions on Edwin Van Ginkel based on four articles from November 2010 (hardly a "history") regarding a "pending investigation" of potential irregularities by the Los Angeles School District’s Facilities Department in awarding contracts, including a contract to a firm with which Mr. Van Ginkel was then associated. (Appeal, p. 13 and Exs. 9-12.) ATS presents no evidence that in the seven years since then, Mr. Van Ginkel himself was found to have been implicated in any wrong-doing. ATS also derogates Rory Lorenzo, but offers no evidence whatsoever in support of its contentions. In any event, Mr. Lorenzo was one of JPMCo’s Key Personnel required to be named in the RFP response.

ATS makes these contentions “on information and belief.” (Appeal, p. 13.) But years-old internet rumors and media innuendo do not provide a credible basis for protesting this — or any — contract award. The repetition of unsubstantiated media chatter is not a factual presentation. In contrast, the RFP required bidders to submit the actual claims history of both themselves and their proposed subconsultants, including actual debarments, lawsuits, convictions, fines, citations and the like. (RFP Att. 4, §1.5.1.) JPMCo submitted this information in compliance with the RFP, and ATS offers no evidence that it was inaccurate.

ATS’ protest lacked merit, and the District properly rejected it. The District was well within its right to award the contract to JPMCo at the Board of Trustee meeting on August 9. Such award does not reflect “favoritism,” as contended by ATS (Appeal, p. 2), but compliance with the RFP (see Attachment 13 to the RFP, Appeal Ex. 1) and applicable law. The District properly determined to award the contract to JPMCo in strict accordance with the RFP process, properly awarded the contract, and should now reject this Appeal.
Very truly yours,

Candace L. Matson
Harold E. Hamersmith

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:484056851.2

cc: Jeffrey M. Prieto
Los Angeles Community College District
770 Wilshire Boulevard, 8th Floor
Los Angeles, CA 90017
PrietoJM@email.laccd.edu
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ACKNOWLEDGMENTS

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Daniel Hall – Vice President Administrative Services
Dr. Howard Irvin - Vice President Student Services
Dr. Lawrence Bradford - Vice President Academic Affairs

Academic Affairs:
Dr. Tangelia Alfred – Dean
Rick Hodge – Dean
Dr. Allison Moore – Dean
Dr. Todd Roberts – Chair
James Hicks – Chair
Rasheed Saafir – Chair
Dr. Catherine Azubuike – Chair

Student Services:
Marisol Velazquez – Financial Aid Manager
Erika Miller – Counselor
Kimberly Carpenter - Registrar

Administrative Services:
Pam Sanford – Associate Vice President Administrative Services
Al Mah – Director of Facilities
Vibha Gupta – IT Manager
Ron Tatum – Asst. College Store Manager

ASO:
Craig Mitchell – ASO President
Jennifer Dominguez
Rainna Hinds

Community Stakeholders:
Eva F. Holmes
Reginald O. McCoy
Christopher White

Facilities Planning Committee:
Daniel Hall – VP Administrative Services – Co-Chair
Deborah Farber – Co Chair Academic Senate
Alfred Gallegos – Dean of Institutional Advancement
Dr. Tangelia Alfred – Dean of Academic Affairs
Al Mah – Director of Facilities
Vibha Gupta – IT Manager
Sinchell Nelson – AFT Staff
Pam Sanford – Classified Manager
Jackson Chu – Trades
Courtney Pierce – Classified Supervisor
James Bradley – SEIU Staff
Travis Du Bry – AFT Faculty
Craig Mitchell – ASO President
Bayon Washington – ASO Rep

BUILD LACCD
DISTRICT PROJECT MANAGEMENT OFFICE

Mark Al-Soufi
Meredith Burnley

DESIGN TEAM
CARRIERJOHNSON + CULTURE

Akiko Yamamoto
John Beck
Kyle Peterson
Shan Jin
LASC FACILITIES MASTER PLAN OVERVIEW

The Los Angeles Southwest College (LASC) Facilities Master Plan (2017-2022) is an update to the 2003 Facilities Master Plan prepared by Sasaki Associates and the 2008 Plan prepared by GKK. Since 2003, many of the building projects identified in the Campus Facilities Master Plan have been designed, built, and are in use.
PURPOSE

One of the last remaining projects from 2008 Facilities Master Plan - LASC’s new School of Science (SoS) (27,000 sq. ft.) - will break ground in September 2017 with occupancy targeted for February 2019. The SoS building replaces the former Lecture Lab (LL) building (60,000 sq. ft.) that was taken down in January 2015.

Unfortunately, the new SOS does not include space for the Nursing program as originally envisioned. Because LASC’s campus is overbuilt, a top priority of the new Facilities Master Plan is to identify and convert existing space for the Nursing program.

PROCESS

The facilities master planning process was initiated in February 2017 with a kick-off meeting and campus tours. The college’s Facilities Planning Committee, comprised of administration, faculty, students and staff, served as the representative body for the College, providing information, reviewing drafts, and guiding decision making.

A series of meetings with faculty, staff, students, and community stakeholders were held in March to receive input on the status of current facilities and how they could be improved as well as future facility needs.

Major themes were identified in the feedback and information collected that became part of the recommended strategies.

THEMES

- Develop permanent space for the Nursing program.
- Expand Central Plant to support future planned facilities.
- Design and build a Student Union Building (25,000 sq. ft.) at the heart of the campus to include student food services, student government, club and organization space, and conference facilities.
- Renovate the existing TEC-ED building.
- Comprehensive way-finding and building signage.
- Renovate the existing Child Development Center (CDC) building.
- Install electronic marquees at college entrances.
- Implement campus-wide drought tolerant landscaping, drip irrigation, reclaimed water project.
- Upgrade existing softball, baseball and soccer practice facilities.
- Complete West Campus accessibility (ADA) project.
### 2017-2022 FACILITIES MASTER PLAN SUPPORTS KEY LASC STRATEGIC GOALS:

#### Access and Student Success:

- Focuses on the “Whole Campus Concept!” encouraging student connections and engagement by developing campus food services housed in a student union building that will provide student government and club space as well as conference space.
- Increases distributed informal study and collaborative space.
- Develops high quality, flexible, interdisciplinary learning environments.
- Supports state-of-the-art technology infrastructure.
- Improves campus security and safety.

#### Resources:

- Improves utilization of existing space through classroom renovations.
- Decreases utility consumption through Central Plant project, drought tolerant landscaping, drip irrigation, and use of reclaimed water.
- Incorporates sustainable design throughout.
- Increases facility rental revenues through more aggressive marketing as well as development of conference facilities in proposed Student Union building.

#### Collaboration and Partnership:

- Subleases space in the SoCTE Building to Los Angeles County supporting Work Source partnership (July 2017).
- Utilizes West Campus to support MOU with Los Angeles World Airports (LAWA) project (August 2017).
- Supports dual enrollment with LAUSD South (July 2017).
- Supports dual enrollment with Middle College High School (ongoing).
- Supports partnership development.

### CURRENT to 5 YEARS

- Construct School of Science.
- Develop permanent space for the Nursing program.
- Expand Central Plant to support future planned facilities.
- Student Union Building - includes cafeteria and conference facilities.
- Renovate the existing TEC-ED building.
- Campus wayfinding signage and building signage.
- Two new electronic marquees at entrances.
- Campus-wide drought tolerant landscaping, irrigation, reclaimed water project.
- West campus bungalows ADA project.

### 5 to 10 YEARS

- SSEC facility renovation.
- Child care facility renovation.
- Upgrade baseball, softball and soccer practice facilities.

### BEYOND

- Football/soccer stadium turf and track replacement.
- School of Science (SoS) expansion - future project based on enrollment growth.
- School of Arts & Humanities (SoAH) (Measure J) - future project based on enrollment.
Los Angeles Community College District (LACCD) elects to utilize the return of Measure A/AA/J program reserve funds (approx. $12M) to secure permanent space for the Nursing program.

The proposed course of action is to remodel and re-purpose the 1st floor of the existing TEC-ED building to house the Nursing program.

LACCD's number one and two priority projects utilizing Measure CC funds are a Student Union building (subject to further evaluation and review) and an upgrade and expansion of our Central Plant.

The proposed Student Union Building/Central Plant expansion meets the intent of Measure CC priorities by ensuring that students will have a place to study, obtain healthy food choices, and a place to meet for co- and extracurricular activities that we now have to host off campus due to the lack of adequate facilities. The “whole campus” concept of LACCD intends that our colleges provide an environment that supports student learning and success. The addition of this facility gives the college the ability to provide a full array of programming, meeting spaces and student governance office space that we believe will create a more hospitable environment for our students and an opportunity to have more community involvement at Los Angeles Southwest College.
By upgrading our Central Plant, we will be able to control temperatures in office and classroom spaces which is a major issue now. We will need the increased Central Plant capacity for our new School of Science and the proposed Student Union building. This increased capacity will ensure that current challenges we face with efficient operation of our facilities will, along with the new buildings being brought online, have the proper environment in which to offer classes, conduct college and district business and meet the extra- and co-curricular needs of our students.

<table>
<thead>
<tr>
<th>Cost Type &quot;Bucket&quot;</th>
<th>[a] Current Budget</th>
<th>[b] Contracted</th>
<th>[c] Expended</th>
<th>[d] Estimate at Completion</th>
<th>[e] (b-d) Budget Variance</th>
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</table>
LASC is located approximately 12 miles southwest from downtown Los Angeles. The College serves socioeconomic and ethnically diverse communities of Gardena, Hawthorne, Inglewood, Compton and Lynwood. This service area has a lower median household income and higher poverty rate than both Los Angeles County and the state of California average.
CAMPUS BOUNDARIES + EDGE CONDITIONS

The Campus site is approximately square, north edge is Imperial Highway, west edge is Western Avenue, and south edge is the 105 freeway. East edge is a church property and parking.

Surrounding north properties are small scale single family homes and apartment buildings. Across the street from Western Avenue is a large retail center.

All edges of campus slopes down into the campus especially the south edge 105 freeway where there’s a significant grade drop. The campus is set back by parking lots and grade changes, the buildings are facing inward and not visibly connected to the surrounding streets.

Recent projects mitigated some connectivity issues by placing signs at corner of Imperial Highway and Western Avenue as well as at north face of Cox building. The addition of Cox Annex moving the administrative offices from the top floor of the five story Cox building to the ground floor softens the edge visually to the street. The renovation also included ground floor access from north side of Cox building to south side of building so north side of campus has a potential of being activated and visible from the street.
North (Imperial) entry - well defined by palms and landscape.

Corner Imperial & Western - palms and hardscape layout work well, planter landscape needs re planting, and new trees behind fence line.

West (Western) entry - pedestrian walk on left has no trees or shade.

North edge - main image is of the fence line and turf with building beyond. Very few trees and unimproved sidewalk landscape.

North portion of Western - sidewalk has no planter or shade.

South portion of Western - sidewalk has tree wells and some trees planted inside fence line, but could benefit from more tree planting.
**2017 EDUCATION MASTER PLAN GOALS:**

GOAL 1: Access and Preparation for Success: improve equitable access to a high-quality education that promotes student success.

GOAL 2: Success: Increase student success and academic excellence with a focus on student-centered instruction and support services.

GOAL 3: Institutional Effectiveness and Accountability: Enhance institutional effectiveness and accountability through data-driven decision making, as well as planning, evaluation, and improvement of college programs, professional development opportunities, and governance structures.

GOAL 4: Resources: Optimize human, physical, technological, and financial resources to ensure quality services for our students.

GOAL 5: Collaboration and Partnerships: Maximize collaboration within the college while cultivating the strengthening partnerships with industry, community, and other educational institutions.

**ENROLLMENT TRENDS and STUDENT POPULATION**

LASC has consistently enrolled students from our Central Service Area for the past five years with a slight increase (1.8%) of students from 2013-2014 to the 2014-2015 academic year. LASC enrolled 58.3 percent of the credit student population on average over the past five years.

LASC in the last five years had a peak in enrollments in 2013-2014 (fall and spring). This peak in enrollments allowed the college to take advantage of an opportunity to grow in FTES and receive funding above the usual from the state. The growth was primarily in the credit enrollments from 2013-14 to 2014-15 with the greatest drop in credit enrollments (decrease of 15.3 percent) and a 20.7 percent drop in Non-credit enrollments.

Although most students come from low-performing high schools, they are increasingly stating that their educational goal is to transfer to a 4-year university. From 2010-2013, there was a 12.3 percent increase from 2013-2016.

LASC is currently in the process of updating Enrollment Management Plan to strategize the College’s efforts to carry out a multi-year plan for growth. One of the strategies is forming a Participation Agreement with LAUSD Local District South as an inaugural effort to develop dual enrollment opportunities for local high school students. Other contiguous high schools/districts has been approached and in development.

LASC students also face external pressures that impact the length of time they are able to devote to their studies, a spring 2012 survey indicated that nearly 40 percent of LASC students work more than 20 hours per week. In addition, 52 percent of student said that financial factors were a moderate or major problem in their academic success.
Fall 2016 COLLEGE PROFILE

Fall 2016 Demographics Credit Students

- Ethnicity
  - American Indian: 0.2%
  - Asian Pacific Islander: 2.0%
  - Black/African American: 53.0%
  - Hispanic: 37.1%
  - Multi-Ethnic: 3.0%
  - Unknown: 2.1%
  - White: 17.1%

- Gender
  - Female: 56.7%
  - Male: 43.3%

- Age Group
  - 19 or less: 15.0%
  - 20-24: 30.6%
  - 25-29: 16.3%
  - 30-34: 11.1%
  - 35-39: 7.4%
  - 40-44: 0.1%
  - 50+: 8.5%

- Educational Goals
  - Career/Workforce: 17.2%
  - College Prep: 2.7%
  - General Education: 17.3%
  - Transfer to 4 Year: 52.8%
  - Undecided: 10.1%

- Study Load
  - 12 units or more: 25.9%
  - 8 to 11 units: 38.7%
  - 5 units or less: 35.4%

- Primary Language
  - English: 91.4%
  - Spanish: 6.7%
  - Other: 1.9%

- Other Statistics
  - U.S. Citizens: 90.2%
  - Foreign: 9.8%
  - Financial Aid Recipients: 68.1%

**FIVE YEAR TRENDS**

**Fall Credit Headcount**

- Gender
  - Female: 70.8% to 68.7%
  - Male: 29.2% to 31.3%

- Ethnicity

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<tr>
<th>Fall 2011</th>
<th>Fall 2012</th>
<th>Fall 2013</th>
<th>Fall 2014</th>
<th>Fall 2015</th>
<th>Fall 2016</th>
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<td>American Indian/Alaskan</td>
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<td>Asian/Pacific Islander</td>
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<td>20%</td>
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<tr>
<td>Other</td>
<td>5%</td>
<td>5%</td>
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**Completions**

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<td>Associate Degrees</td>
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<td>CSU Transfers</td>
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<td>U.C. Transfers</td>
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<td>Private &amp; OOS Transfers</td>
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**Efficiency Measures**

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<tr>
<td>Cost per Enrollment</td>
<td>$1,669</td>
<td>$1,725</td>
<td>$1,780</td>
<td>$1,855</td>
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<td>Cost per FTES</td>
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<td>Cost per FTES (District)</td>
<td>$3,651</td>
<td>$4,041</td>
<td>$4,148</td>
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**Year End Expenditures**

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<tr>
<th>2013-14</th>
<th>2014-15</th>
<th>2015-16*</th>
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<tbody>
<tr>
<td>Certificated Salaries</td>
<td>$12,947,650</td>
<td>$13,250,000</td>
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<tr>
<td>Non-Certificated Salaries</td>
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<td>Benefits</td>
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<td>Books and Supplies</td>
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<tr>
<td>Operating Expenses</td>
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<td>Capital Outlay</td>
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<td>Other</td>
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<td>$83,587</td>
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<td>Total</td>
<td>$24,691,920</td>
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* FY 2015-16 figures based on final budget.
COMMUNITY CONNECTIVITY:

Goals to enhance the College image within the community;

**Become a better community asset by continually seeking to establish a role in the community.**

**Development of student union:** LASC is currently utilizing the Theater and surrounding outdoor spaces to hold events inviting the surrounding communities. The future Conference Center in the Student Union building can increase use by providing a forum for larger groups of people to hold multiple events at the same time. Flexibility for various events can be facilitated with adjacent food service area if there’s a need for catering and can provide the College with an additional funding source.

**Inviting the community to share campus amenities:** Upgrades such as seats with shade along walking paths and exercise equipment near the athletic fields can enhance the public experience for those who use the College for fitness. Use of the track by community morning walkers, community boot camp fitness groups, and youth summer camp sports programs are examples of sharing that can be explored.

LASC is exploring opportunities to provide outdoor learning environments as an extension of the classroom that student groups, clubs and community members can also use. Familiarity with the campus and awareness of what it has to offer the community builds connection & ownership. Familiarity and a sense of community ownership helps security and maintenance.

**Development of an arboretum:** by drawing on the greater city and local community the push to develop an arboretum can engage all groups from students & professors/administrators to local youth, active parents, and retired seniors who share a common interest in botany, landscape design, and stewardship of the ecology.

Opening the campus to more groups and a variety of hours creates complexities for security and facilities operations, but if well managed can improve recruiting and help to retain students through completion of courses and certificates programs.
CAMPUS SECURITY:

The Los Angeles Community College District (LACCD) contracts with the Los Angeles County Sheriff’s Department to provide security on the nine campuses. At LASC, the Sheriff’s Office is housed in the Campus Security Facility, a 1,021 sq. ft. purpose-built structure completed in 2009.

The incidence of crime on the LASC campus is relatively low compared to other campuses in the District and to the surrounding neighborhood.

Security on the LASC campus is supported by security cameras, emergency phones, fire alarms, a notification system and security lighting.

Campus security at LASC will be enhanced by the district-wide Measure J Technology program which was initiated in May 2015 to address infrastructure needs as identified in the Strategic Execution Plan (SEP) and authorized by the Joint Task Force in December 2016. The initiatives developed as a result of a district-wide assessment include:

- Baseline Infrastructure
- Classroom and Instructional Technologies
- Safety and Emergency Response Systems

The Safety and Emergency Response Systems include:

- Physical Security System Deployment (Phase 1) Access Controls and Video Surveillance.
  - Initiation – Qtr. 2 2017.
  - Planning – Qtr. 3 and 4 2017.
  - Design – Qtr. 1 and 2 2018.
  - Implementation – Qtr. 3 2018 through Qtr. 2 2019.
  - Closeout – Qtr. 3 2019.

- Physical Security System Deployment (Phase 2) Mass Notification and Emergency Phones
  - Initiation – Qtr. 2 2018
  - Planning – Qtr. 3 2018
  - Design – Qtr. 4 2018
  - Implementation – Qtr. 1 2019 through Qtr. 3 2019
  - Closeout – Qtr. 4 2019
**SUSTAINABILITY APPROACH:**

**Sustainability and LEED**
- LASC campus and LACCD district are committed to sustainable growth and the concept that embracing sustainability can be both fiscally and environmentally beneficial.
- Currently on LASC campus there are multiple LEED certified buildings each with its own limit defined LEED boundary for the purposes of individual certification.

**LEED for Campus**
- LEED campus certification streamlines the certification process for LEED users who are certifying more than one project located on a single shared site.
- The Campus Program was designed to simplify the certification process for multiple buildings while maintaining the technical integrity and rigor of LEED. It can be used for multiple rating systems including: New Construction & Existing Buildings - Operations & Maintenance.
- By streamlining the LEED process for many of the credit in the Sustainable Sites, Energy & Atmosphere, and Innovation categories, the effort for design team is reduced.

**Synergies**
- LEED for campus is also a way to generate evaluation of existing structures by looking at the campus as a whole. Current funding models sometimes favor new construction while deferring repair or upgrades to existing when similar budgets applied can potentially bring about greater energy savings and improve the usefulness of older structures.
- Instituting campus wide programs in areas such as; landscape management, pest management, green cleaning, and waste management can bring about regular review of practices & procurement that can also result in potential Operations and Maintenance savings.

**SUSTAINABLE STRATEGIES**

The triple bottom line concept incorporates a long-term view for assessing potential effects and best practices for three kinds of resources:

- People (social capital). All the costs and benefits to the people who design, construct, live in, work in, and constitute the local community and are influenced, directly or indirectly, by a project.
- Planet (natural capital). All the costs and benefits of a project on the natural environment, locally and globally.
- Profit (economic capital). All the economic costs and benefits of a project for all the stakeholders (not just the project owner).

Source: USGBC
**EXISTING CAMPUS PLAN**

**EXISTING BUILDINGS**

1. COX BUILDING
2. LITTLE THEATER
3. TECHNOLOGY EDUCATION BUILDING
4. THOMAS G. LARKIN PHYSICAL EDUCATION BUILDING
5. STUDENT SERVICES/EDUCATION BUILDING
6. CHILD DEVELOPMENT CENTER/CLASSROOM BUILDING
7. BOOKSTORE
8. STUDENT SERVICES/ACTIVITIES CENTER
9. MAINTENANCE/ OPERATIONS SHIPPING / RECEIVING
10. PARKING STRUCTURE
11. FIELD HOUSE
12. BLEACHERS
13. GENERAL USE RESTROOMS & CONCESSIONS
14. CENTRAL PLANT
15. CAMPUS POLICE STATION
16. MIDDLE COLLEGE HIGH SCHOOL
17. CAREER & APPLIED TECHNOLOGIES BUILDING
18. STADIUM
19. FOOTBALL/SOCCER PRACTICE FIELDS
20. SOFTBALL FIELD
21. DENNIS GILBERT BASEBALL FIELD
22. COVERED 25 METER POOL
23. EXERCISE PATH
24. PALM COURT
25. INFORMAL OUTDOOR AMPHITHEATER
26. THOMAS G. LARKIN GARDEN
27. TRAFFIC CIRCLE
28. PEDESTRIAN/ CART ACCESS
29. LIMITED ACCESS ROAD
30. LIMITED ACCESS ROADWAY TO NORMANDIE
31. LANDSCAPE AND SITE WORK
32. CAMPUS MARQUEE SIGN
33. WEST CAMPUS BUILDINGS

**PARKING LOTS**

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<td>Lot J</td>
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<td>Lot K</td>
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**Total:** 1801
LONG TERM CAMPUS PLAN

1. COX BUILDING
2. LITTLE THEATER
3. TECHNOLOGY EDUCATION BUILDING
4. THOMAS G. LARKIN PHYSICAL EDUCATION BUILDING
5. STUDENT SERVICES/EDUCATION BUILDING
6. CHILD DEVELOPMENT CENTER/CLASSROOM BUILDING
7. COLLEGE STORE
8. STUDENT SERVICES/ACTIVITIES CENTER
9. MAINTENANCE/OPERATIONS SHIPPING/RECEIVING
10. PARKING STRUCTURE
11. FIELD HOUSE
12. BLEACHERS
13. GENERAL USE RESTROOMS & CONCESSIONS
14. CENTRAL PLANT
15. CAMPUS POLICE STATION
16. MIDDLE COLLEGE HIGH SCHOOL
17. CAREER & APPLIED TECHNOLOGIES BUILDING
18. STADIUM
19. FOOTBALL/SOCCER PRACTICE FIELDS
20. SOFTBALL FIELD
21. DENNIS GILBERT BASEBALL FIELD
22. COVERED 25 METER POOL
23. EXCERSISE PATH
24. PALM COURT
25. INFORMAL OUTDOOR AMPHITHEATER
26. THOMAS G. LARKIN GARDEN
27. TRAFFIC CIRCLE
28. PEDESTRIAN/CART ACCESS
29. LIMITED ACCESS ROAD
30. LIMITED ACCESS ROAD
31. LIMITED ACCESS ROADWAY TO NORMANDIE
32. LANDSCAPE AND SITE WORK
33. CAMPUS MARQUEE SIGN
34. WEST CAMPUS BUILDINGS

PARKING LOTS

<table>
<thead>
<tr>
<th>PARKING LOT</th>
<th>SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT A</td>
<td>20</td>
</tr>
<tr>
<td>LOT B</td>
<td>31</td>
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<tr>
<td>LOT C</td>
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<td>LOT D</td>
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<td>LOT F</td>
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<tr>
<td>LOT G</td>
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<td>LOT H</td>
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<td>LOT I</td>
<td>14</td>
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<td>LOT J</td>
<td>13</td>
</tr>
<tr>
<td>LOT K</td>
<td>406</td>
</tr>
</tbody>
</table>

TOTAL: 1801
CIRCULATION PLAN

NOTES:
1. VEHICULAR ACCESS LIMITED TO SERVICE, EMERGENCY, & FIRE - PERSONAL VEHICLE ACCESS CONTROLLED BY USE OF BOLLARDS.
2. EACH PRECEDING MASTER PLAN HAS IDENTIFIED THE IMPORTANCE OF CREATING A CAMPUS CORE THAT IS PEDESTRIAN FOCUSED WITH PERSONAL VEHICULAR ACCESS LIMITED TO THE ENTRIES AND LOOP AROUND THE NORTH.
1. Each preceding master plan has identified the importance of creating a campus core that is pedestrian focused and describes in great detail the importance of trees, shade, and appropriate landscape/paving along with informal seating and gathering areas to facilitate student interaction.

2. Addition of trees along the campus perimeter is proposed to provide shade for pedestrians, soften the fenceline, and to enhance the urban canopy in this section of Los Angeles.
SPACE USE

The new School of Science is a two story building totaling 26,790 sf. Planned spaces include a large lecture hall, laboratories, faculty areas, restrooms, and an outdoor patio for astronomy.

The new SoS building fills a key site on the campus and allows for the pedestrian walkway and landscape areas around the site to be developed to the same level as adjacent areas.
The School of Nursing along with the Schools of Math and Science were formerly located in the Lecture Lab building which had an area of 79,824 square-foot. The original plan was to renovate the Lecture Lab building, and based on this, the School of Nursing and School of Science were moved into temporary housing referred to as Academic Village (approx. 39,247 square feet). The School of Math was moved into the Tech Education Center building. Upon detailed analysis of the Lecture Lab building, it was determined that there were extensive water intrusion and structural issues and the building was subsequently demolished, in March 2015.

The plan was to house Nursing in temporary space until a new School of Nursing building could be constructed (2015). Due to lack of funding at that time, only a new 27,000 School of Science building was proposed. The School of Nursing project was deferred.

Because the LASC campus is overbuilt from a capacity/load standpoint, the proposed solution is to remodel and repurpose the first floor of the existing TEC-ED building (approx. 18,000 sq. ft.) to house the Nursing program utilizing the return of Measure A/AA/J program reserve funds (approx. $12M).

The existing temporary Academic Village location does not meet accreditation standards and is not suitable from an access standpoint.
The proposed Student Union building is intended to become the heart of campus life. This proposed building is subject to further evaluation and review. If approved, this building will provide services to support educational, cultural, social, recreational, and leadership programs to the academic experience. The following spaces are proposed to be incorporated in this building.

1) Food Service Kitchen and seating area with ability to serve hot meals
2) Grab and Go
3) Conference Center (for approximately 500 people)
4) Break out spaces adjacent to the Conference Center
5) Student Lounge
6) Game Room
7) Open Computer Lab for student use
8) Offices for Student Government (ASO)
9) Restrooms
10) Storage

Food Service capability has been recommended since the 2003 Master Plan. Both SSB and Cox buildings have areas identified for café or vending service with future utility hookups but a fully built-out food service has been value engineered out of projects. Ability to have nutritious hot meals before, during or after classes while on campus not only saves time for students but also creates opportunities to interact with peers. It is well known that students perform better when they are on-campus longer. The commercial kitchen may support campus or theater performances with catering services. A Grab and Go or convenience store provides a quick meal option.

A Student Lounge will be adjacent to Food Service with comfortable seating in various flexible arrangements to encourage social interaction and group study.

A Game Room area adjacent to the Student Lounge provides an opportunity for various recreational activities to possibly include: billiards, video games, foosball, and table tennis.

An Open Computer Lab, Tutoring, and Technology Center accessible to all students with extended hours to provide flexibility for student use. This space could be used for a combination of one-on-one tutoring, collaborative group projects, or simply learning how to use a computer by providing access. One large computer lab in the center of campus can consolidate various resources in one place.

The Conference Center will provide a large meeting space for approximately 500 people and represents a potential revenue source to the campus.
The total cost of ownership (TCO) approach to facilities management is accounting for and understanding all of the costs associated with owning and occupying a facility – or college campus – over the entire life cycle.

The TCO approach to facilities management balances the annual operating expenses of operations and maintenance with the capital expenditures necessary to replace specific components. It allows management to understand the impact of each category of building costs and how it will impact other areas, and to optimize the value that can be derived from facilities while controlling costs.

Facilities costs fall broadly into two categories:

**Building related expenses** are the expenses incurred in construction, maintenance and renewal of the facility to its original state, and are generally included in the facilities maintenance and operations (M&O) budget.

**Program related expenses** are the expenses incurred through the occupation and use of the facility. These expenses are not necessarily paid by the M&O Department, they may be departmental expenses which are paid by the program area or the institution. However, these expenses often relate to or impact the costs of building operation, upkeep or renewal.

In the Building related expense category there are five distinct categories. These expenses are:

1. **Acquisition or construction**: These are the costs to obtain, build, or completely restore the facility.
2. **Utilities**: This is the cost to provide heating, ventilation, air conditioning, water and sewer service to the facility. This could also include the cost of technology such as telephone, computer connections and Internet service.
3. **Daily Maintenance**: This is the daily cleaning, trash removal, litter control, grounds and landscape maintenance, and other routine maintenance performed daily to keep the facility operational.
4. **Periodic Maintenance**: This includes preventative maintenance and occasional breakage repairs performed to keep the facility in good operating order.
5. **Capital Renewal**: These are the repairs and replacements done to bring the facility back to its original condition. These activities may include the replacement of key building systems or components such as roofs, HVAC systems, etc.

Program related expenses are derived from the activities occurring within the building. Examples include:

1. **Specialty Equipment**: This is usually equipment that is moved in after construction of the facility – such as lab equipment, but may require specific modifications to the building.
2. **Operational Activities**: This could include mail services, food services, building security, or other services necessary to support building occupants.
3. **Remodel, Renovation or Adaption**: This is building reconstruction that is beyond what is required for capital renewal. Examples include updating décor, making changes to accommodate new building activities, or to adapt for changing uses. It can also be building modifications to meet new code requirements which have been implemented.

**Managing Facilities TCO at Los Angeles Southwest College:**

- Building and Program related expenses at Los Angeles Southwest College (LASC) are funded by a combination of operating and capital budget accounts:
- New Construction, Remodeling, Renovation or Adaption projects are generally covered out of Bond funds – although Scheduled Maintenance Project (SMP) or Deferred Maintenance funds may be used for Remodeling, Renovation and Adaption.
  - Voters in Los Angeles approved the Los Angeles Community College District (LACCD) $3.3B Bond Measure in November 2016.
Facilities Master Plan Update, 2017 - 2022

- Scheduled Maintenance Project or SMP funds come from the State to the District. The District allocates the funds (Block Grant) based on FTES. The college generally splits the funds (50/50) between Instructional Equipment and Scheduled Maintenance (SMP). SMP projects are the college’s choice and must be eligible for State Funding.
- Deferred Maintenance funds are distributed to college’s based on District needs. Each college in the District gets at least one project.
- California Proposition 39 “Clean Energy Jobs Act” funds are utilized for energy savings projects.

- Capital Renewal projects are generally covered with SMP or Deferred Maintenance funds.
- Utility costs as well as daily and preventative maintenance costs are covered out of M&O’s operating budget.
- Specialty equipment may be purchased with Bond monies when outfitting a building as part of a new construction project or major building renovation. Replacing specialty equipment is generally done with Physical Plant and Instructional Support (PPIS) block grant funds.
- Operational Activities are funded through the campus operating budget.

In order to optimize LASC’s Facilities TCO, it is important to have a very close understanding of each of the costs that are being charged against the various funding sources. This goes beyond identifying the replacement or equipment or building components at the end of their life cycle. In fact, if the maintenance and operations (including utility costs) of equipment is rising, it may be very cost effective to replace the equipment with more energy efficient equipment that could also have a lower maintenance cost. Well targeted capital expenditures can become an investment that will reduce annual operating costs.

An excellent example of the TCO approach to managing LASC’s campus facilities costs is the current analysis of Central Plant capacity requirements. Proposed upgrades to the Central Plant will insure that future (planned) facilities are supported, and that alternative energy sources (solar) and storage capabilities are incorporated into the recommended project.

LASC Facilities’ Total Cost of Ownership is detailed on the following table including Campus Buildings as well as Infrastructure.
## CAMPUS BUILDINGS

<table>
<thead>
<tr>
<th>Building</th>
<th>Year Built</th>
<th>Last Renovation</th>
<th>Replacement Cost</th>
<th>Gross SF</th>
<th>FCI % (2017)</th>
<th>Total Repair Cost</th>
<th>Operating Cost $10.23</th>
<th>Capital Renewal Cost 0.015</th>
<th>75 Year Amort.</th>
<th>Total Cost of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cox Building A (Theatre)</td>
<td>1974</td>
<td>2013</td>
<td>$9,629,170</td>
<td>19,036</td>
<td>27.70%</td>
<td>$2,667,467</td>
<td>$194,676</td>
<td>$144,438</td>
<td>$128,388.93</td>
<td>$467,503</td>
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<tr>
<td>Cox Building B</td>
<td>1974</td>
<td>2013</td>
<td>$49,761,224</td>
<td>95,645</td>
<td>25.86%</td>
<td>$12,869,300</td>
<td>$978,138</td>
<td>$746,418</td>
<td>$663,482.99</td>
<td>$2,388,039</td>
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<tr>
<td>Technology Educ. Building</td>
<td>1994</td>
<td>N/A</td>
<td>$26,794,800</td>
<td>54,000</td>
<td>12.56%</td>
<td>$3,365,275</td>
<td>$552,245</td>
<td>$401,922</td>
<td>$357,264.00</td>
<td>$1,311,431</td>
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<tr>
<td>Lakin PE Building - A</td>
<td>1997</td>
<td>2013</td>
<td>$19,411,202</td>
<td>31,865</td>
<td>0.00%</td>
<td>$0</td>
<td>$325,876</td>
<td>$291,168</td>
<td>$258,816.03</td>
<td>$875,860</td>
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<td>Lakin PE Building - B</td>
<td>1997</td>
<td>2013</td>
<td>$23,318,651</td>
<td>36,340</td>
<td>0.26%</td>
<td>$60,586</td>
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<td>Student Services Ed. Ctr.</td>
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<td>2011</td>
<td>$29,682,701</td>
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<td>$968,074</td>
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<td>$445,241</td>
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<tr>
<td>Student Services Building</td>
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<td>N/A</td>
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<td>67,266</td>
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<td>$11,539</td>
<td>$687,913</td>
<td>$436,953</td>
<td>$388,402.85</td>
<td>$1,513,269</td>
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<tr>
<td>School of Career &amp; Tech. Ed.</td>
<td>2015</td>
<td>N/A</td>
<td>$24,291,976</td>
<td>48,833</td>
<td>0.39%</td>
<td>$93,998</td>
<td>$499,403</td>
<td>$364,380</td>
<td>$323,893.01</td>
<td>$1,187,676</td>
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<tr>
<td>Child Development Center</td>
<td>2007</td>
<td>N/A</td>
<td>$9,942,845</td>
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<td>$78,745</td>
<td>$225,561</td>
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<tr>
<td>Temp. Academic Village</td>
<td>2012</td>
<td>N/A</td>
<td>$11,309,217</td>
<td>33,865</td>
<td>2.75%</td>
<td>$310,904</td>
<td>$346,329</td>
<td>$169,638</td>
<td>$150,789.56</td>
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<tr>
<td>West Campus</td>
<td>2013</td>
<td>N/A</td>
<td>$3,396,939</td>
<td>10,172</td>
<td>12.27%</td>
<td>$416,799</td>
<td>$104,027</td>
<td>$50,954</td>
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<tr>
<td>Field House</td>
<td>2009</td>
<td>N/A</td>
<td>$9,745,368</td>
<td>19,640</td>
<td>0.03%</td>
<td>$2,889</td>
<td>$200,853</td>
<td>$146,181</td>
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<td>$476,972</td>
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<tr>
<td>Maintenance and Operations</td>
<td>2008</td>
<td>N/A</td>
<td>$12,379,067</td>
<td>25,575</td>
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<td>$0</td>
<td>$261,549</td>
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<tr>
<td>Campus Security Building</td>
<td>2009</td>
<td>N/A</td>
<td>$1,927,317</td>
<td>3,966</td>
<td>0.00%</td>
<td>$0</td>
<td>$40,559</td>
<td>$28,910</td>
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<td>Total Campus Buildings</td>
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<td>N/A</td>
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<td>530,297</td>
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<td>$20,845,576</td>
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<td>$3,910,810</td>
<td>$3,476,276</td>
<td>$12,810,303</td>
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## Campus Infrastructure

<table>
<thead>
<tr>
<th>Building</th>
<th>Year Built</th>
<th>Last Renovation</th>
<th>Replacement Cost</th>
<th>Gross SF</th>
<th>FCI % (2017)</th>
<th>Total Repair Cost</th>
<th>Operating Cost $10.23</th>
<th>Capital Renewal Cost 0.015</th>
<th>75 Year Amort.</th>
<th>Total Cost of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Plant</td>
<td>2009</td>
<td>N/A</td>
<td>$14,698,320</td>
<td>4,800</td>
<td>0.30%</td>
<td>$43,438</td>
<td>$0</td>
<td>$220,475</td>
<td>$195,977.60</td>
<td>$416,452</td>
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<tr>
<td>East Pump House</td>
<td>2011</td>
<td>N/A</td>
<td>$4,299,259</td>
<td>1,404</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td>$64,489</td>
<td>$57,323.45</td>
<td>$121,812</td>
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<tr>
<td>Electric Switchgear Building</td>
<td>2008</td>
<td>N/A</td>
<td>$828,778</td>
<td>960</td>
<td>4.44%</td>
<td>$36,828</td>
<td>$0</td>
<td>$12,432</td>
<td>$11,050.37</td>
<td>$23,482</td>
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<td>Emergency Generator Bldg.</td>
<td>2005</td>
<td>N/A</td>
<td>$474,821</td>
<td>550</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td>$7,122</td>
<td>$6,330.95</td>
<td>$13,453</td>
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<tr>
<td>Power Unit Substation</td>
<td>2014</td>
<td>N/A</td>
<td>$1,132,996</td>
<td>734</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td>$16,995</td>
<td>$15,106.61</td>
<td>$32,102</td>
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<tr>
<td>Pool Equipment Building</td>
<td>2012</td>
<td>N/A</td>
<td>$1,799,325</td>
<td>2,500</td>
<td>17.07%</td>
<td>$307,219</td>
<td>$0</td>
<td>$26,990</td>
<td>$23,991.00</td>
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<tr>
<td>Stadium Home Concessions</td>
<td>2009</td>
<td>N/A</td>
<td>$9,134,393</td>
<td>2,983</td>
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<td>$9,051</td>
<td>$0</td>
<td>$137,016</td>
<td>$121,791.91</td>
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<td>Stadium Restrooms, Tickets</td>
<td>2013</td>
<td>N/A</td>
<td>$3,137,167</td>
<td>4,696</td>
<td>0.96%</td>
<td>$5,769</td>
<td>$0</td>
<td>$47,058</td>
<td>$41,828.89</td>
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<tr>
<td>Baseball Press Box, Dugouts</td>
<td>2009</td>
<td>N/A</td>
<td>$19,836</td>
<td>1,820</td>
<td>64.44%</td>
<td>$12,783</td>
<td>$0</td>
<td>$298</td>
<td>$264.48</td>
<td>$562</td>
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<tr>
<td>NE Parking Structure P8</td>
<td>2013</td>
<td>N/A</td>
<td>$20,760,349</td>
<td>232,896</td>
<td>14.34%</td>
<td>$2,977,882</td>
<td>$0</td>
<td>$311,405</td>
<td>$276,804.65</td>
<td>$588,210</td>
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<tr>
<td>West Parking Structure P4</td>
<td>2013</td>
<td>N/A</td>
<td>$13,207,072</td>
<td>148,161</td>
<td>0.00%</td>
<td>$149,913</td>
<td>$0</td>
<td>$198,106</td>
<td>$176,094.29</td>
<td>$374,200</td>
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<tr>
<td>Facilities Storage (2)</td>
<td>2008</td>
<td>N/A</td>
<td>$1,879,426</td>
<td>2,177</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td>$28,191</td>
<td>$25,059.01</td>
<td>$53,250</td>
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<td>Storage Containers (18)</td>
<td>2002-2015</td>
<td>N/A</td>
<td>$191,628</td>
<td>5,441</td>
<td>0.00%</td>
<td>$0</td>
<td>$0</td>
<td>$2,874</td>
<td>$2,555.04</td>
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<tr>
<td>Total Campus Infrastructure</td>
<td>N/A</td>
<td>N/A</td>
<td>$71,563,370</td>
<td>409,122</td>
<td>N/A</td>
<td>$3,542,883</td>
<td>$0</td>
<td>$1,073,451</td>
<td>$954,178</td>
<td>$2,027,629</td>
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<tr>
<td>Total LASC ex. MCHS</td>
<td>N/A</td>
<td>N/A</td>
<td>$332,284,061</td>
<td>939,419</td>
<td>6.87%</td>
<td>$24,388,459</td>
<td>$5,423,217</td>
<td>$4,984,261</td>
<td>$4,430,454</td>
<td>$14,837,932</td>
</tr>
<tr>
<td>Middle College HS</td>
<td>2011</td>
<td>N/A</td>
<td>$22,753,405</td>
<td>52,541</td>
<td>0.08%</td>
<td>$19,280</td>
<td>$0</td>
<td>$341,301</td>
<td>$303,378.73</td>
<td>$644,680</td>
</tr>
<tr>
<td>Total LASC with MCHS</td>
<td>N/A</td>
<td>N/A</td>
<td>$355,037,466</td>
<td>991,960</td>
<td>6.87%</td>
<td>$24,407,739</td>
<td>$5,423,217</td>
<td>$5,325,562</td>
<td>$4,733,833</td>
<td>$15,482,612</td>
</tr>
</tbody>
</table>

## Operating Cost

<table>
<thead>
<tr>
<th>Major Function</th>
<th>Description</th>
<th>FY 2015-16 Expenditure</th>
<th>% of Total</th>
<th>FY 2016-17 Final Budget</th>
<th>% of Total</th>
<th>FY 2017-18 Pre. Budget</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6500</td>
<td>Maintenance and Operations</td>
<td>$5,172,594</td>
<td>$0</td>
<td>$5,376,298</td>
<td>$0</td>
<td>$5,423,217</td>
<td>18.0%</td>
</tr>
<tr>
<td></td>
<td>Campus Building GSF</td>
<td>$530,297</td>
<td>$530,297</td>
<td>$530,297</td>
<td>$530,297</td>
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<tr>
<td>Annual Cost per GSF</td>
<td></td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Improving Utilization

The single largest challenge facing Facilities is the underutilization of spaces within existing buildings.

The plans on the following pages illustrate the current utilization based on LACCD 2018-22 5YR Construction Plan.

Contributing factors include: Lower or less growth than expected in enrollment is the greatest contributor to underutilization.

As growth does occur, factors such as scheduling and staffing levels can be an issue affecting the fiscal result of that growth.

Physical factors such as configuration, and technology capabilities that do not match the facilities requirements established through program review and the educational master plan are also contributors.

Enrollment - LASC currently offers 63 degree programs & 44 certificate programs and is projecting conservative enrollment growth over the next 5 years per the draft 2016 Financial Recovery plan.

Strategies for improvement -

- **Dual enrollment** – Students taking classes at High School during the week and at LASC on weekends extending the overall days the facilities are used.
- **Increasing Middle College High School dual enrollment** where High School students already on campus attend courses held in LASC buildings.
- **Expansion of the Middle College High School program enrollment** by creating either new space adjacent to the existing facility or within existing buildings on LASC campus.
- **Use of west campus portable classrooms** which offer an outdoor area to train qualified locals in the construction industry to support the Los Angeles World Airports project.

Scheduling - Strategies for improvement:

- **Increase average class size** from 31.4 to 35.0 – note the historical average class size trends referenced in the LASC Financial Recovery Plan.

Physical factors - Strategies for improvement through thoughtful planned renovations to include:

- **Development of high quality, flexible, interdisciplinary learning environments** that support state-of-the-art technology infrastructure including wifi and audio visual capabilities, improve acoustics and thermal comfort, and allow for flexibility.
- **Consolidate and intensify use** of spaces such as computer labs by combining resources to extended hours and increase availability through interdepartmental shared use.
- **Increase distributed informal study and collaborative space** where students from varying majors can relax or take a break from study and learn from one another and engage in informal tutoring.
- **Provide utilities (water or gas) or plumbing fixtures (sinks)** needed to support specific classroom activities.
- **Offset costs of improvements** through conservative utility savings based on fine tuning existing infrastructure – does not reflect impact of reclaimed water utilization or drought tolerant landscaping – note discussion of utilities on pages 11-12.

### Campus Space Load Ratios:

<table>
<thead>
<tr>
<th>USE TYPE</th>
<th>SF</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. LAB</td>
<td>24,295</td>
<td>14%</td>
</tr>
<tr>
<td>2. CLASSROOM</td>
<td>46,011</td>
<td>26%</td>
</tr>
<tr>
<td>3. OFFICE</td>
<td>45,393</td>
<td>26%</td>
</tr>
<tr>
<td>4. STUDY SPACE</td>
<td>4,282</td>
<td>2%</td>
</tr>
<tr>
<td>5. CONFERENCE</td>
<td>7,064</td>
<td>4%</td>
</tr>
<tr>
<td>6. SPACIAL USE FACILITIES</td>
<td>19,865</td>
<td>11%</td>
</tr>
<tr>
<td>7. SUPPORT</td>
<td>28,940</td>
<td>16%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>175,850</td>
<td>100%</td>
</tr>
</tbody>
</table>

---

Facilities Master Plan Update, 2017 - 2022
**SPACE USE**

The Cox Building consists of several departments: Library Science, Theater, Music, Speech, Communication Studies, and Humanities. The Library levels have two smart classrooms that can be used for general classes or library instruction during the Library’s operating hours. Study desks, reading lounges, small group study rooms, and computer areas in addition to book stacks are located on each of the three floors in the Library. Faculty offices as well as a Faculty Conference Room and Lounge are also located on the fifth floor. The Cox Annex was added in the previous renovation to provide administrative office space originally located on the fifth floor.

**CONDITION SUMMARY**

The recent renovation created more classrooms, upgraded technologies, and incorporated environmental strategies for a more pleasant educational environment.

**PROJECTS COMPLETED SINCE 2015 RENOVATION**

None

---

**BUILDING SUMMARY**

<table>
<thead>
<tr>
<th>Building</th>
<th>Year Built</th>
<th>Last Renovation</th>
<th>Gross SF</th>
<th>FCI</th>
<th>Total Repair Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>COX BUILDING A (THEATER)</td>
<td>1974</td>
<td>2013</td>
<td>19,036</td>
<td>27.70%</td>
<td>$2,667,467</td>
</tr>
<tr>
<td>COX BUILDING B</td>
<td>1974</td>
<td>2013</td>
<td>95,645</td>
<td>25.86%</td>
<td>$12,869,300</td>
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</table>

**SPACE UTILIZATION**

<table>
<thead>
<tr>
<th>Total Number of Classroom/Labs</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Room Hours Available</td>
<td>840</td>
</tr>
<tr>
<td>Hours used per week</td>
<td>88</td>
</tr>
<tr>
<td>Weekly Hours Used Percentage</td>
<td>10.50%</td>
</tr>
</tbody>
</table>
* Note: utilization percentage is not indicated as there are no classroom spaces on this level.
Facilities Master Plan Update, 2017 - 2022

SMART CLASSROOM 1168 SF
LIGHT BOX 370 SF
PLUMBING CHASE 108 SF
STUDY ROOM 108 SF
WOMEN 408 SF
(E) STAIR #13 307 SF
STORAGE 274 SF
MEN 90 SF
IDF 90 SF
ELEC 111 SF
STACK AREA 8440 SF
STORAGE 110 SF
STORAGE 107 SF

UTILIZATION PERCENTAGE

- EXTRA LOW < 10%
- LOW 11% - 20%
- MEDIUM 21% - 30%
- HIGH > 31%

KEY MAP

IMPERIAL HIGHWAY
WESTERN AVE.
GLENN ANDERSON FREEWAY

SCALE:

EXTRA LOW < 10%
LOW 11% - 20%
MEDIUM 21% - 30%
HIGH > 31%

KEY MAP

* Note: utilization percentage is not indicated as there are no classroom spaces on this level
* LASC: Summary of Assignable and Support Space by Building

Facilities Master Plan Update, 2017 - 2022
TECHNOLOGY EDUCATION BUILDING

SPACE USE

TEC-ED consists of three floors of general classrooms and computer labs. Departments that utilize these spaces are Art, Computer Science-Information Technology, Electronics, Mathematics, Basic Skills, and English as a Second Language. Faculty office suite is located on the third floor.

CONDITION SUMMARY

- Dated building infrastructure
- Dated classroom technology – many classrooms are “chalk and talk”
- Classroom configurations do not meeting teaching and learning needs
- Dated restroom fixtures and finishes
- Dated elevator cab and controls – water in elevator pit
- Building exterior and interior surfaces require repair and repainting
- Documented water incursion issues – building envelope
- Some fan coils not accessible
- Fire alarm system operates intermittently – may be related to water intrusion
- No electronic door access – interior or exterior
- Limited number of functioning security cameras
- Need to remove obsolete chiller from rooftop and cap roof penetrations
- No automatic lighting controls
- Sanitation issue due to bird droppings
- Drinking fountains do not function

* LASC: Summary of Assignable and Support Space by Building
PROJECTS COMPLETED SINCE 1994 CONSTRUCTION

• Connected building to Central Plant (2015)
• Replaced connections to building fan coils (approx. 80) (2015)
• Replaced pneumatic HVAC controls with EMS (2015)
• Replaced chilled and hot water lines throughout building (2016)
• Replaced air handlers (2016)
• Replaced emergency back-up generator (2017)

RECOMMENDATIONS

• Upgrade Infrastructure include HVAC, water proofing, IT
• Upgrade security by improving fire alarm system electronic door access
Facilities Master Plan Update, 2017 - 2022

**Utilization Percentage**

- **Extra Low** < 10%
- **Low** 11% - 20%
- **Medium** 21% - 30%
- **High** > 31%

*LASC: Summary of Assignable and Support Space by Building*
SPACE USE

The Fitness and Wellness Center was recently modernized to accommodate team sports lockers and additional smart classrooms. Other improvements include gymnasium floor and bleacher repair, lighting, lockers, shower and physical therapy room upgrades. There are two general purpose classrooms setup as smart classrooms. Other rooms are designed for dance, aerobics and fitness. The Kinesiology and Health Departments are housed in the Lakin Center.

CONDITION SUMMARY

- Main domestic water line requires replacement (approx. 50 yards)
- Lighting controls to outdoor swimming pool not operating
- Bleachers require structural maintenance and repairs
- Documented water incursion issues
- Entry doors require constant maintenance
- No electronic door access
- Elevator clearance issue on 2nd floor
- Limited and challenging accessibility to rooftop mechanical equipment
- Sanitation issue due to bird droppings

PROJECTS COMPLETED SINCE 2013 RENOVATION

- Outdoor swimming pool boiler replaced (2015)
- Outdoor swimming pool chemical room refurbished (2015)
- Repaired domestic waterline (2016)
- LED retrofit of main gym – in final punch list

* LASC: Summary of Assignable and Support Space by Building
STUDENT SERVICES EDUCATION CENTER

SPACE USE

SSEC consists of three floors of general classrooms and labs. Disciplines that utilize these spaces are Administration of Justice, English, Reading, Spanish, Basic Skills, ESL, Saturday classes, Education, Counseling, French, History, Journalism, Mathematics, Political Science, Psychology, Anthropology, Sociology, Philosophy and American Sign Language Fingerprinting. Faculty offices are on the first and second floors and the Non-Credit Adult and Continuing Education Service Center is located on the first floor.

CONDITION SUMMARY

- Dated building infrastructure
- Dated classroom technology
- Classroom configurations do not meeting teaching and learning needs
- Dated restroom fixtures and finishes
- Building exterior and interior surfaces require repair and repainting
- Flooring in common areas requires replacement – trip hazards
- Documented water incursion issues - windows
- Electronic door access works intermittently (interior)
- No exterior electronic door access
- Limited number of functioning security cameras
- No automatic lighting controls
- Recommissioning required for building HVAC controls
- Need to replace instant hot units for restrooms
- No actuators on exterior doors
- Sanitation issue due to bird droppings

* LASC: Summary ofAssignable and Support Space by Building

BUILDING SUMMARY

<table>
<thead>
<tr>
<th>Building Summary</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2009</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>2011</td>
</tr>
<tr>
<td>Gross SF</td>
<td>62,038</td>
</tr>
<tr>
<td>FCI</td>
<td>3.26%</td>
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<tr>
<td>Total Repair Cost</td>
<td>$968,074</td>
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</table>

SPACE UTILIZATION

<table>
<thead>
<tr>
<th>Total Number of Classroom/Labs</th>
<th>22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Room Hours Available</td>
<td>1540</td>
</tr>
<tr>
<td>Hours used per week</td>
<td>291</td>
</tr>
<tr>
<td>Weekly Hours Used Percentage</td>
<td>18.90%</td>
</tr>
</tbody>
</table>
• Upgrading elevator controls, door package and cooling system (Fall 2017)

PROJECTS COMPLETED SINCE 2012 CONSTRUCTION

• Replaced HVAC controls (2015) – tied in to main EMS
• Repaired automatic entry doors (2016)

RECOMMENDATION

• Priority to renovate per measure CC
**STUDENT SERVICES BUILDING**

SSB houses the Bookstore and offices that provide services to students including Admissions and Records, Financial Aid, Business Office, ASO Offices, Health Center, Counseling, Assessment, Veterans Center, Bridges to Success, Disabled Students Programs and Services (DSPS), TRIO Scholars, Talent Search, Upward Bound, Cal Works and Extended Opportunity Programs and Services (EOPS). A Central two story atrium space is used as student lounge area.

**BUILDING SUMMARY**

<table>
<thead>
<tr>
<th>Building</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSB</td>
<td></td>
</tr>
<tr>
<td>Year Built</td>
<td>2009</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>N/A</td>
</tr>
<tr>
<td>Gross SF</td>
<td>67,266</td>
</tr>
<tr>
<td>FCI</td>
<td>0.04%</td>
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<tr>
<td>Total Repair Cost</td>
<td>$11,539</td>
</tr>
</tbody>
</table>

* Note: utilization percentage is not indicated for this building as there are no classroom spaces in the building.

**CONDITION SUMMARY**

- HVAC system requires retro-commissioning, repair and upgrading – cooling and heating issues – not tied into EMS
- Dated restroom fixtures and finishes
- Office layout and design does not meet operational needs
- Limited space for ASO offices, clubs and activities
- Mechanical system to support food services not in SSB College Store – originally intended as student cafeteria and lounge space
- No lounge area for students to study and work on group projects
- No electronic door access – interior or exterior
- Limited number of functioning security cameras
- No automatic lighting controls
- No actuators on exterior doors
- Need for “carnival” electrical outlet to support outdoor events

**PROJECTS COMPLETED SINCE 2011 CONSTRUCTION**

- Collected trend data – ready to initiate HVAC retro commissioning project on State Board hold (2017)

**RECOMMENDATION**

- Develop plan to improve functional adjacencies
SCHOOL OF CAREER AND TECHNICAL EDUCATION (SoCTE)

SPACE USE

SoCTE is one of the newest buildings on campus with two floors of classrooms, computer classroom, labs and faculty offices. Departments using these classrooms include Accounting, Business, Computer Applications, Office Technologies, Computer Science – Information Technology, Counseling, Economics, English, International Business, Management, Nursing Skills Lab, Real Estate, Physics, Academic Preparation, Basic Skills, English as a Second Language and Vocational Education. The SoCTE building also houses the Career Center, CTE Programs, Pathways, FYE and Passages.

CONDITION SUMMARY

- Electronic door access works intermittently (exterior)
- No actuators on exterior doors
- Limited number of functioning security cameras
- Building HVAC not tied in to main campus EMS system
- Awnings or sunshades required – east to west on south end of building – generates excessive heat transfer
- Multi-Purpose Room has limited capacity (75) for campus and community events
- Plumbing design issue results in water leaks in common area ceilings

RECOMMENDATION

- Utilize space in SoCTE Building to develop an integrated work source partnership with County of Los Angeles
**Utilization Percentage**

- **Extra Low (< 10%)**
- **Low (11% - 20%)**
- **Medium (21% - 30%)**
- **High (> 31%)**

---

* LASC: Summary of Assignable and Support Space by Building

**Facilities Master Plan Update, 2017 - 2022**
**Utilization Percentage**

- **Extra Low** < 10%
- **Low** 11% - 20%
- **Medium** 21% - 30%
- **High** > 31%

---

* LASC: Summary of Assignable and Support Space by Building
ACADEMIC VILLAGE

BUILDING SUMMARY

<table>
<thead>
<tr>
<th>Temporary Academic Village (AV)</th>
<th>2017 FCI Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2012</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>N/A</td>
</tr>
<tr>
<td>Gross SF</td>
<td>33,865</td>
</tr>
<tr>
<td>FCI</td>
<td>2.75%</td>
</tr>
<tr>
<td>Total Repair Cost</td>
<td>$310,904</td>
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</tbody>
</table>

Space Utilization

<table>
<thead>
<tr>
<th>Total Number of Classrooms/Labs</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly Room Hours Available</td>
<td>1,158</td>
</tr>
<tr>
<td>Hours Used per Week</td>
<td>457</td>
</tr>
<tr>
<td>Building Space Utilization</td>
<td>39.50%</td>
</tr>
</tbody>
</table>

SPACE USE

The temporary Academic Village (33,865 sq. ft.) comprised of 20 leased portable classrooms, labs and offices was established in 2012 to house the Science (Biology, Chemistry, Earth Sciences, Geology) and Nursing programs which were formerly housed in the Lecture Lab (LL) Building that was taken down due to building deficiencies.

The footprint of the Academic Village will be reduced in the Spring of 2019 when the new School of Science (SoS) is completed. The Nursing program will remain in the Academic Village until the proposed Nursing building is complete in Spring 2020 (est.).
Facilities Master Plan Update, 2017 - 2022

**First Floor Plan**

- **Scale:** 1/8"=1'-0"
- **Utilization Percentage:**
  - Extra Low < 10%
  - Low 11% - 20%
  - Medium 21% - 30%
  - High > 31%

- **WOMEN RESTROOM**
  - 231 SF
  - Rooms 106 and 107

- **CLASSROOM**
  - 231 SF
  - Rooms 108 and 109

- **PHYSICS/BIOLOGY**
  - 1365 SF
  - Room 124

- **GEOLOGY/CHEMISTRY**
  - 897 SF
  - Rooms 111 and 125

- **CHEMISTRY LAB**
  - 1365 SF
  - Room 126

- **CHEMISTRY STOCK**
  - 897 SF
  - Room 127

- **NURSING SIMULATION**
  - 897 SF
  - Room 110

- **NURSING CLASS**
  - 897 SF
  - Room 114

- **BEHAVIORAL SOCIAL SCIENCE LAB**
  - 897 SF
  - Room 118

- **NON CREDIT COMPUTER LAB**
  - 897 SF
  - Room 117

- **BIOLOGICAL SCIENCE LAB**
  - 897 SF
  - Room 128

- **BIOSTOCK**
  - 897 SF
  - Room 122

- **BUSINESS COMPUTER LAB**
  - 897 SF
  - Room 129

- **MICRO LAB**
  - 897 SF
  - Room 120

- **OFFICE**
  - Various rooms (101A-104I)

- **BEHAVIORAL SOCIAL SCIENCE / BUSINESS CORRIDOR**
  - 567 SF
  - Room 102K

- **SCIENCE / BUSINESS CORRIDOR**
  - 554 SF
  - Room 101J

- **NURSING DEPARTMENT CORRIDOR**
  - 416 SF
  - Room 104J

- **Other Rooms and Areas**
  - Various offices, restrooms, and laboratories

SEE SHEET A-101.1 and A-101.2
CHILD DEVELOPMENT CENTER

BUILDING SUMMARY

<table>
<thead>
<tr>
<th>CDC</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2007</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>N/A</td>
</tr>
<tr>
<td>Gross SF</td>
<td>22,056</td>
</tr>
<tr>
<td>FCI</td>
<td>0.79%</td>
</tr>
<tr>
<td>Total Repair Cost</td>
<td>$78,745</td>
</tr>
</tbody>
</table>

SPACE UTILIZATION

| Total Number of Classroom/Labs | 4 |
| Weekly Room Hours Available | 41 |
| Hours used per week | 74 |
| Weekly Hours Used Percentage | 22.00% |

SPACE USE

CDC consists of two floors of general classrooms and offices. Departments that utilize these spaces are child development, Spanish, and ESL. Faculty office suite is located on the first and second floor.

CONDITION SUMMARY

- Dated restroom fixtures and finishes
- Building exterior and interior surfaces require repair and repainting
- Stand-alone HVAC system – difficult to control – not tied to Central Plant
- Electronic door access works intermittently
- Limited number of functioning security cameras
- No automatic lighting controls
- Solar array inverter not working
- Concern about domestic water quality in building
- No actuators on exterior doors

PROJECTS COMPLETED

- Re-secured building gutters (2015)
- Replaced emergency back-up generator (2015)
- Repaired automatic entry doors (2016)
- Refurbished playground area (2016)
- Completed ADA project for children’s restrooms (2016)

RECOMMENDATION

- Aesthetic renovation and modernization for learning environment, playground, and support spaces.
* Note: utilization percentage is not indicated as there are no classroom spaces on this level
MIDDLE COLLEGE HIGH SCHOOL

SPACE USE

Middle College High School (MCHS)
The Middle College High School Building on the LASC campus was constructed under an agreement between the Los Angeles Community College District (LACCD) and the Los Angeles Unified School District (LAUSD). The 52,535 sq. ft. facility was built in 2011 and currently serves approximately 400 students. MCHS students have the opportunity to take dual enrollment classes at LASC and approximately 25 (FTES) currently do so. MCHS dual enrollment at the college is expected to grow in the future by approx. 10 FTES per year 55 FTES in FY 2020-21. The MCHS athletic programs – soccer, basketball, volleyball, track and softball also share LASC facilities. MCHS administration would like to increase enrollment by approximately 100 students in the near future. Because LASC is overbuilt for the number of current students enrolled – LASC has offered to accommodate MCHS’s growth in enrollment in existing facilities. Future expansion of the MCHS facility could potentially be sited where the temporary Academic Village (AV) is located. The AV is scheduled for removal when the new School of Science opens in March 2019.

FUTURE EXPANSION

• Future plans to expand student capacity to approximately 150 students utilizing the site located to the south between areas of seismic concern.
**FIELD HOUSE**

* Note: utilization percentage is not indicated for this building as there are no classroom spaces in the building.

**SPACE USE**

The LASC Field House (34,500 sq. ft.) opened in 2010 and provides locker rooms, equipment rooms, training facilities and office space for LASC’s football program. The facility has the capacity to support future college soccer and track programs.

**CONDITION SUMMARY**

- Building design and roof membrane allow water incursion during heavy storms
- Building HVAC not tied in to main campus EMS system – requires retro-commissioning and repairs
- Dated restroom fixtures and finishes
- Building exterior and interior surfaces require repair and repainting
- No electronic door access – exterior or interior
- Water in elevator pit has impacted life of equipment - ongoing
- Limited number of functioning security cameras
- No automatic lighting controls

**PROJECTS COMPLETED**

- Replaced 4 rooftop HVAC package units (2015)

---

**BUILDING SUMMARY**

<table>
<thead>
<tr>
<th>FIELD HOUSE</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2009</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>N/A</td>
</tr>
<tr>
<td>Gross SF</td>
<td>19,640</td>
</tr>
<tr>
<td>FCI</td>
<td>0.03%</td>
</tr>
<tr>
<td>Total Repair Cost</td>
<td>$2,889</td>
</tr>
</tbody>
</table>
MAINTENANCE AND OPERATIONS OFFICE (M&O)

SPACE USE

M&O built in 2008, the maintenance department oversees all safety and health regulations and procedures, maintains utilities infrastructure systems, electricity, plumbing, gas, heating, cooling and ventilation, domestic and irrigation water systems, building maintenance, repairs and upgrades, including graffiti removal, interior and exterior painting and locksmith services.

CONDITION SUMMARY

- Roof membrane allows water incursion during heavy storms
- Building HVAC not tied in to main campus EMS system – requires retro-commissioning and repairs
- Electronic door access (exterior) not functioning
- Limited number of functioning security cameras
- Incomplete loop on fire alarm master controller – needs additional copper line
- Shipping and receiving layout requires re-configuration

BUILDING SUMMARY

<table>
<thead>
<tr>
<th>M &amp; O</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2008</td>
</tr>
<tr>
<td>Last Renovation</td>
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</tr>
<tr>
<td>Gross SF</td>
<td>25,575</td>
</tr>
<tr>
<td>FCI</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Repair Cost</td>
<td>$-</td>
</tr>
</tbody>
</table>

* Note: utilization percentage is not indicated for this building as there are no classroom spaces in the building.
CENTRAL PLANT

SPACE USE
Central plant built in 2009, is a “district” heating and cooling plant. It is operated by school to provide centralized heating and cooling to 9 buildings in campus.

CONDITION SUMMARY
- Requires expansion to support planned new construction – School of Science (2019)
- Current configuration is challenged to support campus load

PROJECTS COMPLETED
- Connected Central Plant to campus EMS (2015)
- Re-calibrated boilers (2015-16)
- Cleaned Chiller tubes (2015)
- Raised cooling tower – increased capacity approx. 20% (Spring 2017)
- Scheduled repairs to ensure plant redundancy (Spring 2017)

RECOMMENDATION
- Expand capacity to incorporate SOS, CDC, Field House, Middle College High School
- Net zero for Central Plant operation

BUILDING SUMMARY

<table>
<thead>
<tr>
<th>CENTRAL PLANT</th>
<th>2017 FCI REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built</td>
<td>2009</td>
</tr>
<tr>
<td>Last Renovation</td>
<td>N/A</td>
</tr>
<tr>
<td>Gross SF</td>
<td>4,800</td>
</tr>
<tr>
<td>FCI</td>
<td>0.30%</td>
</tr>
<tr>
<td>Total Repair Cost</td>
<td>$43,438</td>
</tr>
</tbody>
</table>

* Note: utilization percentage is not indicated for this building as there are no classroom spaces in the building.
CAMPUS INFRASTRUCTURE

CONDITION SUMMARY
- Need to establish dual circuit high voltage redundancy campus-wide
- Domestic water supply required for Nursing program in AV swing space
- Large amount of grass requires irrigation

PROJECTS COMPLETED
- Replaced and upgraded SW Drive Street Lights to LED (2015)
- Replaced and upgraded campus roadway, parking lot and plaza level lights to LED (2016)
- Replaced and upgraded Parking Structure #4 lighting to LED (2016)
- Completed high voltage substation switchgear maintenance (2017)
- Repaired campus fire alarm system (2017)

FUTURE PROPOSED PROJECTS
- Upgrade Parking Structure #8 Lighting to LED (2017)
- Upgrade Stadium Lighting to LED (2018)
- Campus wide wall sconce LED upgrade (2018)
- Repair emergency lighting inverters campus wide (2018)
- Replace CDC electronic door access controls with Lenel (2018)
- Emergency generator upgrades and maintenance – Sheriff’s Office and M&O (2018)
- Repair and update controls Jumbo-tron electronic sign (2018)
- Replace approx. 50 yard section of main domestic water supply LFWC (2018)
- Athletic bleacher repair and maintenance (2018)
- Storefront door replacement- LFWC and SSEC (2018)
- Connect cooling towers and irrigations system to reclaimed water (2018)
- Explore potential utility savings through LA County public utility (2018)
LANDSCAPE APPROACH:

Goals

Realign the campus to become a more responsible steward of the state’s resources by focusing on efficiency, drought tolerant landscaping, minimizing potable water use, and maximizing use of reclaimed water.

Develop the open turf landscape areas facing the community in a way that balances aesthetics with resource use and maintenance costs.

Provide sustainably designed pedestrian focused pathways and gathering spaces from the campus access points and between buildings.

To create nodes for gatherings and connect pathways in - between buildings for efficient circulation, every pathway shall be illuminated appropriately.

Strategies

- Campus water action plan utilizing an available source of reclaimed water.
- Turf reduction/replacement program.
- Landscape cultivating native and climate adapted landscape.
- Pedestrian friendly hardscape reducing heat island affect and increasing permeability.

Campus Water Plan

Use of reclaimed water with irrigation system designed in consideration of LACCD and City of Los Angeles guidelines should be used as a guide. Large and small scale rainwater harvesting and stormwater retention/infiltration, ranging from rainwater barrels to larger diversion of water to bioswales, can be implemented where viable. Reuse of cooling tower water should also be considered as cooling tower water can account for a considerable percentage of campus water use.

Turf Reduction

Individual building sites are landscaped with native or drought tolerant plant materials that reflect the design intent of that individual project, but many of the spaces in between projects and the perimeter landscape that borders Western and Imperial are comprised of turf. Strategies of wholesale replacement of large sections with ground covers or partial replacement and adding tree shade cover can be assessed.

The addition of trees can be a natural and affective way to increase shade and lower ambient temperatures. Further study of the effects of turf replacement on ambient daytime/nighttime temperatures should be made before implementing a plan.

Rebates to offset costs and understanding the potential O&M costs over time should also be considered in evaluating candidate plant types to replace turf.

A planting template that includes recommendations on; plant types, a soil management report, grouping plants by hydrozones, utilizing automatic irrigation controllers and sensors, and the development and implementation of a post-installation irrigation and maintenance schedule is a good way to approach turf replacement. A template is also a good way to test out what works for the campus in terms of viability and maintenance.
**Facilities Master Plan Update, 2017 - 2022**

**CAMPUS WATER PLAN**

**Is the world running out of fresh water?**

Water demand globally is projected to increase by 55% between 2000 and 2050. Much of the demand is driven by agriculture, which accounts for 70% of global freshwater use, and food production will need to grow by 69% by 2035 to feed the growing population. Water withdrawal for energy, used for cooling power stations, is also expected to increase by over 20%. In other words, the near future presents one big freshwater drain after the next.

California’s drought may be over after record rainfall this past year, but if the drought has taught us one thing its that as growth in California continues pressure will remain on California's water supply. LASC can benefit from and reduce the fiscal impact of rising water supply costs by investing in thoughtful projects to both reduce overall water use and make use of reclaimed water.

Source: BBC News future series by Tim Smedley, 12 April 2017

**CULTIVATING NATIVE AND CLIMATE ADAPTED LANDSCAPE**

Southern California is home to a unique plant palette of trees, shrubs, grasses, and ground covers that are well adapted to the local environment and when paired with complementary hardscape creates a rich environment that can be beneficial to student well being. Plantings that benefit and create habitat for birds and beneficial insects should be considered as well.

Trees - certain portions of the campus, palm court for example already have tree canopy that provides shade, enclosure, and a sense of place. Other areas of campus have few trees or shade. Specifically the central core area and perimeter street fronts (referred to as edges in 2003 MP) lack trees. The areas affected by seismic zones are also good targets for adding trees. Increasing the tree canopy in cities is one way to fight both poor air quality and urban heat islands. Adding tree shade cover in conjunction with turf replacement and reduction of asphalt in key areas can improve the campus environment and also help build upon the better developed landscape/hardscape areas around the student services, career/applied tech, Cox, SSEB, middle college HS, and child development center.

Plant diversity can afford some protection against ravages of pests such as wood boring beetles (shot hole borer) affecting even hardy native sycamores, coast live oaks, and others. Establishing or expanding an integrated pest management plan is key to protecting both students and fauna (birds and beneficial insects) from harmful chemicals.

Demonstration gardens or arboretum within the campus and along pedestrian routes that include interactive educational elements and smaller scale spaces for student interaction and passive recreation are encouraged. These can also help to encourage further use of the campus and invite visitors. Partnership with an institution already actively engaged in cultivation can be a good way to gain access to plant materials not readily available on the commercial plant market. The campus should seek to establish or build on an existing relationships with Southern California institutions that promote the growth of native and regional landscape colonies. Arboretums are challenging to start from scratch and the potential for the college to gain and learn thru partnering can be explored.
PAVING: Permeable and non permeable

- Varying types of paving including permeable concrete can be used to decrease impermeable area. In addition walks can be cross sloped to adjacent bioswale returning additional site rainwater to the aquifer.

- Path ways using a combination of concrete, DG, and turf. DG is used to extend the walkable area and reduce area of turf while both the turf and DG are permeable.

SHADE TREES: in combination with native unmowed grasses

- Trees for shade in combination with native unmowed grasses support one another as the irrigation for the grasses water the trees and the trees provide partial shade for the grasses. Wholesale removal of turf and replacement with drought tolerant plants and or gravel & DG may increase local ambient temperature. Conservation of the eco system is as important as saving water.

- Focus addition of shade trees and supporting planting in areas that are missing planting or where planting has died. Determine the causes of plant and tree failure and take steps to avoid recurrence. Replenish areas that are dominated by paving or gravelscape as beyond just shade, trees provide other societal benefits potentially including physiological well being.
CAMPUS CORE: Increasing Landscape and reducing non permeable paving

Focus addition of shade trees and reduction of heat generating asphalt to areas already targeted in the original master plan and various updates to become pedestrian oriented by limiting personal vehicle access. In locations where existing mature trees are located in tree wells that are insufficient in size; take steps to remedy the situation and improve the health of the tree.

A mix of native and non native drought tolerant planting is already in place in certain locations. Plant groupings that thrive in the campus environment and have a required level of care consistent with maintenance goals can be encouraged.

Work with the responding Fire Authority to validate fire access and with Sheriff/Campus security to create well defined areas of pedestrian focused walkways with shade and lighting. In areas where trees are not growing well investigate the causes and remedy them if possible.

While palms are iconic of Los Angeles and have been used to good effect on campus, other trees with wider canopy can be considered where shade is desired and it does not create a security line of sight issue.
REGIONAL EXAMPLES:

• Look for local and regional examples of sustainable landscape and pedestrian friendly design. Learn from them and apply that knowledge to LASC.

• Make alliances with other institutions to gain knowledge and even resources to establish representative plantings of Southern California natives and other drought tolerant species that thrive in and support the regional ecosystem.

INFORM, EDUCATE, EMPOWER:

• Create spaces that extend the classroom outside by enhancing or developing small scale seating areas within the landscape that provide opportunities for gathering and discussion.

• Use these spaces to promote understanding of the regional environment and best practices for stewardship of natural resources.

SOURCES: for information on urban forestry

• www.treepeople.org - TreePeople inspires and supports the people of LA to come together to plant and care for trees, harvest the rain, and renew depleted landscapes. We unite with communities to grow a greener, shadier and more water-secure city at homes, neighborhoods, schools and in the local mountains. We work with volunteer leaders using our unique Citizen Forester model, and we influence government agencies for a healthy, thriving Los Angeles.

• www.fao.org - Food & Agriculture Organization of the United Nations - Large urban trees are excellent filters for urban pollutants and fine particulates. Trees can provide food, such as fruits, nuts and leaves. Spending time near trees improves physical and mental health by increasing energy level and speed of recovery, while decreasing blood pressure and stress. Trees properly placed around buildings can reduce air conditioning needs by 30% and save energy used for heating by 20-50%. Trees provide habitat, food and protection to plants and animals, increasing urban biodiversity...planting trees today is essential for future generations!

• www.cityplants.org - Los Angeles Department of Water and Power’s Trees for a Green LA Program was combined with Million Trees LA to make one unified tree planting program for the city.

• www.opentreemap.org - TreeMapLA is an ambitious collaboration of nonprofits, local governments, businesses – and YOU – to map the urban forests and watersheds of Greater Los Angeles. By adding information about LA’s trees and watershed solutions, and updating their needs, we create a powerful tool to learn about our urban ecosystem and its value, including specific environmental and economic benefits.
WAYFINDING AND SIGNAGE:

Assessment
The direct routes leading into the campus from the east parking structure and west entry are obvious and don’t seem to lack in way finding, but once closer to the campus core direction seems less clear in finding ones way to individual buildings.

The bus drop at the north and circular drop off is similar, the path is obvious and clear, but loses clarity after reaching the palm court. The pole mounted arm signs just inside the campus from the bus stop are effective, work well along pedestrian routes, and should be emulated at other locations.

Goals
• Further develop and continue the signage already in place at the campus edges and carry that theme into the campus core to replace the existing temporary looking signage.
• Many of the buildings already have effective signage with design that fits their architecture. Replace the mixed signage currently found on some of the older buildings and is less effective or temporary looking with signage that draws on the well-designed building signage found on campus.
• Develop a plan for small scale signage promoting drought tolerant landscape and other sustainable practices found on campus to illustrate, inform, and educate.

Campus map signs
Replace the pole supported campus map signs with monument type signs that embody a unified, cohesive design style.

Individual building signage
Effective building signage unique in design to specific buildings is already in place in many cases. Continue that theme of placing complementary signage on buildings where the signage is less effective, missing, or temporary looking. The new or replacement signage should draw on the fonts, colors, and letter type styles of the unique building signage, but adapt in scale and placement to those buildings.

Signage hierarchy
Simplified version of signage model at modern airports or rail stations where direct, simple, and clear signage is used to move people quickly and efficiently. Follow a similar hierarchy to develop signage for areas on campus.

1. Primary Identification - larger monument type identifying LASC.
2. Vehicular directional - medium monument type to direct traffic to parking.
3. Pedestrian directional - pole mounted arm type to direct to specific locations.
4. Destination marker - to identify final destination on or adjacent to building entry.

Small scale signage plan
These are the signs that can identify specific plants or colonies and provide information to promote the learning experience. They can also be used to identify sustainable practices or design elements. For example; bioswales, permeable paving to retain water on site and recharge aquifers. Similar to interior building signage they should follow a unified, cohesive design style tied to the design of the campus map signs.
CAMPUS Primary Identification

COX building large letter signage:
- Scale and design are well integrated with the building and reads at both vehicular and pedestrian scale. This signage works well for the North Entry from Imperial Highway.

Primary Identification:
- Existing marquee sign at Imperial and Western is large and clearly visible from multiple directions at a distance although the material finish is faded and shows evidence of a need for maintenance.
- Refresh and update the message being conveyed.

CAMPUS Maps Signs

- Wayfinding up to the palm court from Campus entry and adjacent bus stop is clear and intuitive.
- Circular court provides good campus identity, but could benefit from campus map signage. The existing sign is further in and will be affected by the SOMS building.

The signal and street sign on Western Avenue clearly identify entry to the college while the existing smaller scale marquee sign adjacent to the parking structure is less effective and could be updated to better communicate school events.

Existing campus map signage.
**BUILDING SIGNAGE:**

Signage as a part of the architecture:

- Effective and well integrated building signage unique to individual building. Easily visible both immediate to the building and from further distances.

- Subtle, but effective building signage unique to the building and well integrated with the building design and approach to the entry. Can be made sufficiently effective with clearer directional and campus map signage.

Effective building signage unique to the building and its use. Two directional and effective on its own from a further distance this sign helps to create a people space in front of the building.

Somewhat obscure, but effective building signage unique to the building and its use. Can be made sufficiently effective with clearer directional and campus map signage.
Smaller scale building signage:
- Its placement and scale make it less readily noticeable until you are much closer to the building. This sign is more reliant on clearer directional and campus map signage.

Temporary building signage:
- When replacing with permanent the design and scale should complement the existing architecture as much as possible. Placement should be chosen based on visibility and approach direction. Directional and campus map signage should be located in conjunction with permanent signage locations.

Pedestrian scale directional signage:
- Existing directional signage is pedestrian scaled, effective, and has uniform design representative of the campus. They can be updated as new buildings and or locations on campus are needed to be identified.
Existing campus identity signage is pedestrian scaled, effective, and has uniform design representative of the campus.

**IDENTITY SIGNAGE:**

**SMALL SCALE Educational and informative signage:**

Small scale signage intended to educate and inform.
CITATION

1. LASC: Summary of Assignable and Support Space by Building, 01.24.2017
2. Fusion Assessment Report; LACCD FCI Report, 01.11.2017
4. LASC 2015-16 Space Inventory Campus Map
5. Los Angeles Southwest College College Facilities Maps
6. Fall 2016 College Profile
8. Go ahead, water your lawn - LA Times article September 18, 2015
Los Angeles Community College District
PROGRAM MANAGEMENT SERVICES

Program Management Office
Semi-Annual Report

Facilities Master Planning & Oversight Committee
September 20, 2017
# Build-LACCD Financial Summary

**As of June 2017**

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F=B-E</th>
<th>Variance Explanation(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funding Dec 2016</strong></td>
<td>$4.75 B</td>
<td>$4.89 B</td>
<td>$4.40 B</td>
<td>$4.12 B</td>
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<td><strong>Current Funding Jun 2017</strong></td>
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<td><strong>Contracted Jun 2017</strong></td>
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<td><strong>Variance Funding - EAC</strong></td>
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<td><strong>Colleges</strong></td>
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<td><strong>Satellites</strong></td>
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<td><strong>Central Services</strong></td>
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<td><strong>Measure CC Bond</strong></td>
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<td>$ -</td>
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<td><strong>Districtwide Initiatives</strong></td>
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<td>$382.50 M</td>
<td>$240.53 M</td>
<td>$184.99 M</td>
<td>$382.50 M</td>
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<td><strong>Retire District Debt &amp; Refinance</strong></td>
<td>$117.16 M</td>
<td>$119.64 M</td>
<td>$108.55 M</td>
<td>$108.55 M</td>
<td>$118.55 M</td>
<td>$1.09 M</td>
<td>Budget transfer of $2.48 M to cover Prop AA arbitrage; Variance of $1.09 M anticipated to be credited back to District Bond Contingency.</td>
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<td><strong>District Bond Contingency</strong></td>
<td>$33.34 M</td>
<td>$22.13 M</td>
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<td>$ -</td>
<td>$1.53 M</td>
<td>$20.60 M</td>
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<td><strong>Program Reserve</strong></td>
<td>$130.87 M</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>Remaining reserve funds were allocated back to the Colleges in a separate account and $120 M in risks are carried in Measure CC.</td>
</tr>
</tbody>
</table>

**TOTAL**

| **Funding Dec 2016** | $6.26 B    | $9.59 B         | $5.43 B      | $5.06 B      | $9.57 B      | $21.69 M     |

Source: June 2017 Dashboard Report
# College-Level Financial Summary

*As of June 2017*

<table>
<thead>
<tr>
<th></th>
<th>A Funding Dec 2016</th>
<th>B Current Funding Jun 2017</th>
<th>C Contracted Jun 2017</th>
<th>D Expended Jun 2017</th>
<th>E EAC Jun 2017</th>
<th>F=B-E Variance Funding - EAC</th>
<th>Variance Explanation(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>$568.44 M</td>
<td>$585.02 M</td>
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<td>East</td>
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<td>$633.88 M</td>
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<td>Harbor</td>
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<td>Mission</td>
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<td>$427.57 M</td>
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<td>Pierce</td>
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<td>$648.23 M</td>
<td>$506.78 M</td>
<td>$474.45 M</td>
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<td>Southwest</td>
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<td>$417.08 M</td>
<td>$394.02 M</td>
<td>$376.64 M</td>
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<tr>
<td>Trade</td>
<td>$582.29 M</td>
<td>$597.70 M</td>
<td>$522.46 M</td>
<td>$470.65 M</td>
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<tr>
<td>Valley</td>
<td>$612.70 M</td>
<td>$629.38 M</td>
<td>$580.15 M</td>
<td>$502.38 M</td>
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<td>West</td>
<td>$399.13 M</td>
<td>$408.71 M</td>
<td>$384.07 M</td>
<td>$360.57 M</td>
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<tr>
<td>TOTAL</td>
<td>$4.75 B</td>
<td>$4.89 B</td>
<td>$4.40 B</td>
<td>$4.12 B</td>
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<tr>
<td>Southgate*</td>
<td>$192.40 M</td>
<td>$192.40 M</td>
<td>$70.81 M</td>
<td>$69.24 M</td>
<td>$192.40 M</td>
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</tbody>
</table>

*Source: June 2017 Dashboard Report*

* Southgate is included within the Satellites category per the Dashboard report.
Cash Flow & Invoicing
As of June 2017

Cash Flow

![Cash Flow Chart]

Chart does not include 40J college projects such as ADA, Stormwater, Technology, Energy, etc.

Invoices Submitted

![Invoices Submitted Chart]

Invoice Process Time*

![Invoice Process Time Chart]

* # of days between received date at the CPT/PMO and the date the check is cut
Risk Program Update
As of June 2017

Risk Register Development: February—April 2017
• Continued development of college and PMO risk registers
• Risks were opened, reviewed, updated, and closed, as necessary

Cost Workshops: May—June 2017
• Cost and schedule matrices developed
• Workshops with college project teams and PMO department leads conducted
• Individual existing risk descriptions refined or closed
• New risks identified; mitigation strategies discussed
• Cost and schedule impact values assigned

Risk Model Execution: July 2017
• Model results being ran (results based on an 80% confidence level).

Next Steps: Ongoing
• Brief college presidents on risk model results – Current/Ongoing
June 2017 Risk Exposure Analysis

As of June 2017

- Risk cost workshops conducted at Colleges & PMO (May-June 2017)
- Monte Carlo analysis run in July 2017 for all active registers
- Analysis determined risk exposure at the 80th percentile

Additive June 2017 Risk Exposure Against Program Reserve

- December 2016 Exposure: $63.7 M
- June 2017 Exposure: $53.3 M
- Program Reserve: $330 M
- CC Program Reserve Transfer: $120 M

Legend:
- 40J
- PMO
- Consolidated College
- CC Program Reserve Transfer
- Future CC Program Reserve
College Projects* Status Summary
As of June 2017

* Does not include Measure CC projects
Work-In-Place & Remaining Funds
As of July 2017

Note
1. Value of work in place for projects from July 2017 through December 2017.
2. ** Southgate is included within the Satellites category per the Dashboard report.
3. Release Program Reserve and Measure CC Bond excluded.
Procurement Activity
As of June 2017

Notable New Awards:

- Geotechnical Engineering Services Bench
  - Awarded: February 8, 2017
  - $2,500,000

- Network, Server, Storage and Peripheral Equipment Master Procurement Agreements
  - Awarded: April 5, 2017
  - $15,000,000

- Wayfinding Signage, Banners, and Decorative Signs Master Procurement Agreements
  - Awarded: May 10, 2017
  - $2,000,000

- Document Scanning, Storage, and Destruction Services Master Service Agreements
  - Awarded: June 7, 2017
  - $4,000,000

* Additional procurements to be scheduled in Oct, Nov, and Dec.
Procurement Activity
January – June 2017

Task Orders (T.O.’s) Issued

Purchase Orders (P.O.’s) Issued

Value of Task Orders & Purchase Orders Issued

- Value of T.O.’s Issued
- Value of P.O.’s Issued

- $2.2
- $0.5
- $1.0
- $0.6
- $1.4
- $2.4
- $0.1
- $5.6
- $0.4
- $0.9
- $31k
Project Closeout
As of June 2017

1. 22 Projects were Substantially Completed from Jan – Jun ‘17

2. Project Archive Status: Jan – Jun ‘17

<table>
<thead>
<tr>
<th>Substantially Completed Projects</th>
<th>73</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancelled Projects</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total Projects Archived</strong></td>
<td>123</td>
</tr>
</tbody>
</table>

3. Overall Project Closeout Status

<table>
<thead>
<tr>
<th>Substantially Complete Complete</th>
<th>536</th>
<th>Archival Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active, Cancelled, or Deferred</td>
<td>285</td>
<td>101 = 35.4%</td>
</tr>
<tr>
<td><strong>Total Construction Projects</strong></td>
<td>821</td>
<td>438 = 53.3%</td>
</tr>
</tbody>
</table>
Division of the State Architect (DSA) Certification
As of June 2017

Total Projects Closed with DSA Certification

% of Total Projects

92%
91%
90%
89%
88%
87%

Jun-15 Dec-15 Jun-16 Dec-16 Jun-17

92% % of Total Projects Closed with DSA Certification

21 Projects Closed with DSA Certification (Jan ‘17 – Jun ‘17)
Safety Report
As of June 2017

Total Recordable Incident Rate:
1.01
(Jan ‘17 – Jun ‘17)
Goal: < 3.1

Labor Hours:
196,851.75*
(Jan ‘17 – Jun ‘17)
* construction labor hours covered by OCIP

**NAICS: North American Industry Classification System

Incidents

Jan  Feb  Mar  Apr  May  Jun
0    1    0    0    0    0

0  1  2
# LSEDV Contract Award Breakdown

**LSEDV : Local, Small, Emerging, Disabled Veteran-Owned**  
As of June 2017

<table>
<thead>
<tr>
<th>Contract Category</th>
<th>Total Firms</th>
<th>LSEDV Firms</th>
<th>LSEDV Firms with Task Orders</th>
<th>Non-LSEDV Firms with Task Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Augmentation</td>
<td>180</td>
<td>126</td>
<td>26</td>
<td>11</td>
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<tr>
<td>Architecture/Engineering</td>
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<td>43</td>
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<td>Environmental</td>
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<td>Inspector of Record</td>
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<tr>
<td>Laboratory of Record</td>
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<tr>
<td>Whole Bldg. Commissioning</td>
<td>11</td>
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<tr>
<td>Professional Services</td>
<td>296</td>
<td>197</td>
<td>44</td>
<td>34</td>
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<tr>
<td>Construction Companies</td>
<td>51</td>
<td>20</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Pre-Qualified Service Providers (PQSP)</td>
<td>50</td>
<td>50</td>
<td>10</td>
<td>0</td>
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</tbody>
</table>

- **397** Total Companies
- **267** LSEDV Companies
- **63%** Task Orders awarded to LSEDV
Local Worker Hire Performance
As of June 2017

Local Workers*

- Local Workers: 48%
- Non-Local Workers: 52%

Local Workers under Old PLA**

- Local Workers: 36%
- Non-Local Workers: 64%

Source: District Wide - Local Hire Performance Ranking 06.30.17 report

* Cumulative since the inception of the amended Project Labor Agreement (PLA) on 7/8/15; goal is 35% local worker hire.
** Cumulative since October 2014 for remaining projects covered under old PLA; goal is 30% local worker hire.
Continuous Improvement Initiatives

As of June 2017

- Revised Invoice Processing KPI – July 1, 2017 launch
- KPI Comparison Report (January 2017 through June 2017):

<table>
<thead>
<tr>
<th>KPI Description</th>
<th>City</th>
<th>East</th>
<th>Harbor</th>
<th>Mission</th>
<th>Pierce</th>
<th>Southwest</th>
<th>Trade</th>
<th>Valley</th>
<th>West</th>
<th>City</th>
<th>East</th>
<th>Harbor</th>
<th>Mission</th>
<th>Pierce</th>
<th>Southwest</th>
<th>Trade</th>
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<tbody>
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<td>Budget to EAC Variance Monthly</td>
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<td>Time to Execute Change Orders Monthly</td>
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</tr>
</tbody>
</table>

- **Compliant**: Variance <= 0%
- **Needs Improvement**: Variance between 0% to 1%
- **Unsatisfactory Compliance**: Variance > 1%
- **Compliant**:
  - Variance <= 0%
  - < 20 days
  - TRIR < 3.4
  - All Individual Projects (SC Slippage 0 to 30)
- **Needs Improvement**:
  - Variance between 0% to 1%
  - Between 20 and 29 days
  - TRIR within 10% of 3.4
  - Total of All Projects is Yellow (SC Slippage 31)
- **Unsatisfactory Compliance**:
  - Variance > 1%
  - >= 30 days
  - TRIR > 3.74
  - Total of All Projects is Red (SC Slippage > 60)

Disclaimer: Legacy/challenged projects removed from Construction Schedule KPI
Continuous Improvement Initiatives
As of June 2017

CPT Quality Assessment (9 Colleges):
• Next round scheduled to be completed in August 2017, with focus on budget/financial reporting, change management, and invoice process.

PMO Department Assessments:
• Conducted December 2016
• Assessment results reported Q1 2017
• Recommendations implemented Q2 2017

PMO Reporting Deliverables Tracking Assessment: Ongoing

Key PMO Reporting Enhancements: Ongoing
Key reporting areas include:
• Cost and Schedule – Chancellor’s Report initiated
• Change Management – Sharepoint Platform launched
• Invoice Processing – Revised KPI effective July 1
• Closeout – Enhanced monthly reporting
• Proliance – Enhanced approval matrix
External Assessments
As of June 2017

KPMG Financial Audit Report:

• Planning underway with estimated September 2017 start

KPMG Performance Audit Report:

• Kick-off June 20, 2017

• Field work underway

• Conducting weekly status meetings

• Ongoing response to data requests

• Estimated final report - November 2017

Performance Audit Process Evaluation Areas
July 1, 2016 – June 30, 2017

1. Risk Management

2. Baseline Budget / Forecasting

3. Project Closeout

4. Controls Assessment

5. Project Management Information System (PMIS)
Program Awards
As of June 2017

Construction Management Association of America (CMAA) Southern California Chapter: 2017 Creating Opportunities for Diversity and Equality (CODE) Award for Outstanding Community Outreach Program

The LACCD was the first recipient of the CODE award which recognizes outreach efforts and training workshops focused on increasing government contracting participation of Local, Small, Emerging, and Disabled Veteran-owned businesses.
Thank You
### Los Angeles City College

<table>
<thead>
<tr>
<th>Line #</th>
<th>Project #</th>
<th>Project Name</th>
<th>Project Status</th>
<th>Contract Type</th>
<th>Original Construction Contract Value [A]</th>
<th>Aggregate Approved Change Order Amount to Date [B]</th>
<th>Current Revised Contract Amount to Date [C = A + B]</th>
<th>Physical % Complete</th>
<th>(Contract) Substantial Completion</th>
<th># of Calendar Days Extended to Date by Mutual Agreement (Jul-K)</th>
<th>Revised Substantial Completion Date [K]</th>
<th>Current Forecasted Substantial Completion Date [L]</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01C-106.00</td>
<td>Da Vinci Hall</td>
<td>In Construction</td>
<td>DB</td>
<td>$17,668,179</td>
<td>0</td>
<td>$17,668,179</td>
<td>14%</td>
<td>Jul-18</td>
<td>0</td>
<td>Jul-18</td>
<td>Jul-18</td>
<td>An analysis of the shear wall penetrations shown on as-built drawings may delay the project. The general contractor has provided building information modeling (BIM) information to be reviewed by the structural engineer. Once the as-built drawings have been reviewed by the structural engineer, the schedule impact will be determined.</td>
</tr>
<tr>
<td>2</td>
<td>04M-405.00</td>
<td>Science Career &amp; Mathematics Building GB (Earth Sciences)</td>
<td>In Construction</td>
<td>DB</td>
<td>$6,132,387</td>
<td>$4,465,673</td>
<td>$10,598,060</td>
<td>55%</td>
<td>Nov-17</td>
<td>0</td>
<td>Nov-17</td>
<td>Feb-18</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>4</td>
<td>03H-350.01</td>
<td>S.A.I.L.S. - Student Union</td>
<td>In Construction</td>
<td>DB</td>
<td>$5,095,257</td>
<td>$2,148,919</td>
<td>$7,244,176</td>
<td>40%</td>
<td>Apr-14</td>
<td>1,369</td>
<td>Jul-18</td>
<td>Jul-18</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>5</td>
<td>03P-338.01</td>
<td>Campus Wide ADA Transition</td>
<td>In Construction</td>
<td>DB</td>
<td>$785,302</td>
<td>$654,144</td>
<td>$1,439,446</td>
<td>24%</td>
<td>May-16</td>
<td>528</td>
<td>Oct-17</td>
<td>Oct-17</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>6</td>
<td>05J-302.01</td>
<td>Harbor - Transportation and Accessibility Improvements</td>
<td>In Construction</td>
<td>DB</td>
<td>$2,029,477</td>
<td>$63,359</td>
<td>$2,192,836</td>
<td>24%</td>
<td>May-16</td>
<td>528</td>
<td>Oct-17</td>
<td>Oct-17</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>7</td>
<td>05M-405.00</td>
<td>Arts, Media &amp; Performance</td>
<td>In Construction</td>
<td>DB</td>
<td>$4,842,705</td>
<td>$2,517</td>
<td>$4,845,222</td>
<td>5%</td>
<td>Feb-18</td>
<td>0</td>
<td>Feb-18</td>
<td>Feb-18</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>8</td>
<td>05J-402.01</td>
<td>Kirsh - Transportation and Accessibility Parking &amp; Roadway, Walkway, Grounds, and Parking Lot (RWGPL)</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$748,492</td>
<td>$24,161</td>
<td>$772,653</td>
<td>75%</td>
<td>Nov-17</td>
<td>0</td>
<td>Nov-17</td>
<td>Jan-18</td>
<td>Construction in progress.</td>
</tr>
</tbody>
</table>

### East Los Angeles College

<table>
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<tr>
<th>Line #</th>
<th>Project #</th>
<th>Project Name</th>
<th>Project Status</th>
<th>Contract Type</th>
<th>Original Construction Contract Value [A]</th>
<th>Aggregate Approved Change Order Amount to Date [B]</th>
<th>Current Revised Contract Amount to Date [C = A + B]</th>
<th>Physical % Complete</th>
<th>(Contract) Substantial Completion</th>
<th># of Calendar Days Extended to Date by Mutual Agreement (Jul-K)</th>
<th>Revised Substantial Completion Date [K]</th>
<th>Current Forecasted Substantial Completion Date [L]</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>03H-406.00</td>
<td>Student Services/Admin Building (Rhala Street)</td>
<td>In Construction</td>
<td>DB</td>
<td>$4,842,705</td>
<td>$2,157</td>
<td>$4,844,872</td>
<td>5%</td>
<td>Feb-18</td>
<td>0</td>
<td>Feb-18</td>
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<td>Construction in progress.</td>
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<tr>
<td>10</td>
<td>05J-402.01</td>
<td>Kirsh - Transportation and Accessibility Parking &amp; Roadway, Walkway, Grounds, and Parking Lot (RWGPL)</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$748,492</td>
<td>$24,161</td>
<td>$772,653</td>
<td>75%</td>
<td>Nov-17</td>
<td>0</td>
<td>Nov-17</td>
<td>Jan-18</td>
<td>Construction in progress.</td>
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### Los Angeles Harbor College

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<tr>
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<tbody>
<tr>
<td>11</td>
<td>04P-535.05</td>
<td>SLE Community Services / Agriculture Science Building Renovation</td>
<td>In Construction</td>
<td>LLB</td>
<td>$3,626,647</td>
<td>$212,852</td>
<td>$3,839,499</td>
<td>68%</td>
<td>Nov-16</td>
<td>31</td>
<td>Dec-16</td>
<td>Sep-17</td>
<td>Construction in progress.</td>
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<tr>
<td>12</td>
<td>04P-527.01</td>
<td>Physical Education Fasilities - General (USA Correction)</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$197,000</td>
<td>0</td>
<td>$197,000</td>
<td>100%</td>
<td>Aug-16</td>
<td>0</td>
<td>Aug-16</td>
<td>Dec-16</td>
<td>Construction in progress.</td>
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### Los Angeles Pierce College

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<th>(Contract) Substantial Completion</th>
<th># of Calendar Days Extended to Date by Mutual Agreement (Jul-K)</th>
<th>Revised Substantial Completion Date [K]</th>
<th>Current Forecasted Substantial Completion Date [L]</th>
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<tbody>
<tr>
<td>13</td>
<td>06S-615.03</td>
<td>Transportation and Accessibility Parking &amp; Roadway, Walkway, Grounds, and Parking Lot (RWGPL)</td>
<td>In Construction</td>
<td>DB</td>
<td>$964,232</td>
<td>0</td>
<td>$964,232</td>
<td>9%</td>
<td>Dec-17</td>
<td>0</td>
<td>Dec-17</td>
<td>Dec-17</td>
<td>Construction in progress.</td>
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### Los Angeles Southwest College

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<th>Project #</th>
<th>Project Name</th>
<th>Project Status</th>
<th>Contract Type</th>
<th>Original Construction Contract Value [A]</th>
<th>Aggregate Approved Change Order Amount to Date [B]</th>
<th>Current Revised Contract Amount to Date [C = A + B]</th>
<th>Physical % Complete</th>
<th>(Contract) Substantial Completion</th>
<th># of Calendar Days Extended to Date by Mutual Agreement (Jul-K)</th>
<th>Revised Substantial Completion Date [K]</th>
<th>Current Forecasted Substantial Completion Date [L]</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>14</td>
<td>07T-706.03</td>
<td>Upgrade Child Development Center Weatherproofing</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$551,460</td>
<td>0</td>
<td>$551,460</td>
<td>40%</td>
<td>Sep-17</td>
<td>0</td>
<td>Sep-17</td>
<td>Sep-17</td>
<td>The exterior plaster walls will require additional repairs outside of the scope of the project due to poor workmanship from the original contractor. The repair contractor is reviewing the extent of the repair to determine what the cost and schedule impact will be, if any.</td>
</tr>
<tr>
<td>15</td>
<td>07T-714.06</td>
<td>Construction Tech Yard and Storage Building</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$740,246</td>
<td>0</td>
<td>$740,246</td>
<td>25%</td>
<td>Dec-17</td>
<td>0</td>
<td>Dec-17</td>
<td>Dec-17</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>16</td>
<td>07J-702.01</td>
<td>Trade - Transition and Accessibility Requirements</td>
<td>In Construction</td>
<td>DBB-P</td>
<td>$3,820,000</td>
<td>0</td>
<td>$3,820,000</td>
<td>55%</td>
<td>Oct-17</td>
<td>1</td>
<td>Nov-17</td>
<td>Dec-17</td>
<td>Construction in progress.</td>
</tr>
<tr>
<td>Line #</td>
<td>Project #</td>
<td>Project Name</td>
<td>Project Status</td>
<td>Contract Type</td>
<td>Original Construction Contract Value (A)</td>
<td>Aggregate Approved Change Order Amount to Date (B)</td>
<td>Current Revised Contract Amount to Date (C = A + B)</td>
<td>EAC (Construction Only)</td>
<td>Physical % Complete</td>
<td>Original (Contract) Substantial Completion (I)</td>
<td># of Calendar Days Extended by Mutual Agreement (J=I-K)</td>
<td>Revised Substantial Completion Date</td>
<td>Current Forecasted Substantial Completion Date</td>
</tr>
<tr>
<td>--------</td>
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<td>------------------------------------------</td>
</tr>
<tr>
<td>17</td>
<td>08V-801.00</td>
<td>Valley Academic &amp; Cultural Center (VACC)</td>
<td>In Construction</td>
<td>LLB</td>
<td>$77,818,793</td>
<td>0</td>
<td>$77,818,793</td>
<td>$78,470,065</td>
<td>21%</td>
<td>Dec-18</td>
<td>0</td>
<td>Dec-18</td>
<td>Jan-19</td>
</tr>
<tr>
<td>18</td>
<td>08V-840.02</td>
<td>Parking Lot D - Stormwater Implementation</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$159,750</td>
<td>0</td>
<td>$159,750</td>
<td>$278,959</td>
<td>78%</td>
<td>Aug-17</td>
<td>0</td>
<td>Aug-17</td>
<td>Aug-17</td>
</tr>
<tr>
<td>19</td>
<td>40J-809.00</td>
<td>Storm Water Implementation - Valley</td>
<td>In Construction</td>
<td>PQSP</td>
<td>$1,917,323</td>
<td>0</td>
<td>$1,917,323</td>
<td>$2,058,680</td>
<td>55%</td>
<td>Aug-17</td>
<td>0</td>
<td>Aug-17</td>
<td>Sep-17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Los Angeles Valley College</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>09W-948.00</td>
<td>Plant Facilities Center</td>
<td>In Construction</td>
<td>DB</td>
<td>$2,054,050</td>
<td>0</td>
<td>$2,054,050</td>
<td>$2,340,109</td>
<td>0%</td>
<td>Nov-16</td>
<td>0</td>
<td>Nov-16</td>
<td>Mar-18</td>
</tr>
<tr>
<td>21</td>
<td>40J-909.03</td>
<td>Storm Water Project Phase 2 - Pave Lot 7</td>
<td>In Construction</td>
<td>DB</td>
<td>$346,470</td>
<td>0</td>
<td>$346,470</td>
<td>$355,670</td>
<td>25%</td>
<td>Nov-16</td>
<td>0</td>
<td>Nov-16</td>
<td>Aug-17</td>
</tr>
</tbody>
</table>

Active Construction Projects Total 6 $210,639,260 $25,841,555 $236,480,815 $229,150,225

Recently Completed Projects Total 8 $31,902,079 $1,357,882 $33,259,961 $65,846,655

Notes:
1. Contract Type: DB = Design-Bid-Build  DB = Design-Build  LLB = Lease-Leaseback  PQSP = Prequalified Service Providers  DB-B = Design-Bid-Build - Prequalified
2. Column [A], [B], and [I] are based on values for the prime general contractor solely.
3. Total Change to Date values excludes notice of changes and Change Order Proposals.
4. Design EAC is included only for Design-Bid contracts.
5. Construction EAC includes the total of new construction and renovation hard costs.
6. Project totals include both projects listed by Line # and bundled projects (8 projects for NOM - Phase 1 at Pierce College).