Los Angeles County
Caring for Your Coast
Beaches & Harbors

To enrich lives through effective and caring service

Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

March 11, 2004

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

Dear Supervisors:

CONTRACTS FOR URBAN PLANNING AND DESIGN CONSULTANT SERVICES (THIRD AND FOURTH DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve award of and instruct the Chairman to execute the attached three-year contracts, plus two one-year extension options, with Gruen Associates (Gruen), Johnson Fain and RRM Design Group (RRM), for urban planning and design services pertaining to Marina del Rey and County-operated beaches, at an aggregate County cost not to exceed $240,000 for all urban planning and design consultant contracts plus additional costs subject to reimbursement pursuant to Board policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the consulting contracts with the three recommended firms will enable the Department to continue to have a qualified panel of professional urban planning and design consultants from which it can obtain recommended architectural standards and planning recommendations that will help ensure the success of Marina del Rey's redevelopment and beach improvement projects.

JUSTIFICATION

The Department has retained and benefited from urban planning and design consulting services provided by consultants for years. To continue to ensure that public and private developments on the County's Marina del Rey and beach properties meet

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

appropriate environmental and esthetic standards and are properly integrated with infrastructure and new development, it is essential that the Marina del Rey Design Control Board, the Small Craft Harbor Commission and the Department be advised by knowledgeable consultants. The Department issued a Request for Proposals (RFP) to find the best services for a reasonable price and now recommends the three highest-rated proposers for contract award. Each of them has assembled a team that comprises a broad spectrum of expertise available to perform various assignments as directed by the Department as to beach projects and as to Marina del Rey projects in implementation of the Board-adopted Marina del Rey Asset Management Strategy. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis.

Implementation of Strategic Plan Goals

The urban planning and design consulting services provided by the three consultants will promote and further the Board-approved Strategic Plan Goals of Service Excellence, enabling the Department to immediately respond to a need for specialized urban planning and design services, and Fiscal Responsibility, providing retained as-needed professional services and averting prolonged contracting processes.

FISCAL IMPACT/FINANCING

The total compensation for all County-funded urban planning and design consulting services is not to exceed $240,000 in the aggregate in any contract year. This amount may be supplemented to the extent a lessee is obligated to reimburse the consultant's fees and expenses pursuant to the Process for Managing Marina del Rey Leasehold Extension Proposals, as approved by your Board on March 21, 1995. Subject to approval in the County budget process, the contracts provide that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any extension period.

Each contract is written with a $240,000 annual limit as to County-funded fees in order to provide maximum flexibility in deciding how much work (within the $240,000 aggregate total limit) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

The cost of these contracts is included in the Department's 2003-2004 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

But for variations relating to hourly fees, the three contracts being presented to your Board are identical. The contracts are for urban planning and design consulting services for a three-year term with two one-year extension options, which may be exercised at the Department's discretion. The contracts will commence on the later of April 17, 2004 or the date of approval by your Board.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

The Department is currently negotiating with a fourth recommended consultant, EDAW, Inc., for these services and will be recommending approval of a contract to the Board pending agreement on conflict of interest language.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractors. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 90 firms (Attachment 2).

Twelve of the firms submitted proposals. All twelve proposals met the RFP's minimum requirements and were evaluated.

A four-person evaluation committee composed of one member from the Department's Planning Division, one member of the Department's Asset Management Division, a

representative from the Department of Public Works and a member of the Architectural Evaluation Board for the County of Los Angeles evaluated the twelve consultants based on a weighted evaluation of: (1) experience and organizational resources, 60 percent; (2) approach to contract requirements, 30 percent; and (3) references, 10 percent. In accordance with Government Code Section 4526, the proposals were not rated on compensation. The committee determined that the three highest rated consultants, along with EDAW, Inc., had the ability, experience and resources to provide the Department with quality urban planning and design consulting services.

The Director has considered the committee's recommendations and recommends that your Board approve contracts with each of the three contractors. The Director will return to your Board with a fourth contract with EDAW, Inc. to the extent agreement can be reached on a conflict of interest provision. The use of multiple contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

Attachment 3 details the minority and gender composition of the qualifying firms. One of the selected firms (Gruen) is certified as minority-owned by the Los Angeles County Metropolitan Transit Authority (MTA). However, on final consideration of award, the three recommended consultants were selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is currently contracting for these urban planning and design consulting services through the private sector, and these contracts will continue that practice.

CONCLUSION

Instruct the Executive Officer to send two executed copies of each contract to the Department of Beaches and Harbors, as well as one copy of this Board letter.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:hh
Attachments (6)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment 1

Bid Detail Information

Bid Number : DBH-8
Bid Title : Urban Planning and Design Consulting Services
Bid Type : Service
Department : Beaches and Harbors
Commodity : CONSULTING SERVICES - URBAN PLANNING
Open Date : 12/15/2003
Closing Date : 1/20/2004 5:00 PM
Bid Amount : N/A
Bid Download : Available
Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced firm or team to provide urban planning and design consulting services.

An informational meeting will be held at 1:30 p.m. on January 8, 2004 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey, CA. The deadline for submitting proposals will be 5:00 p.m., January 20, 2004

Proposers or their principle owners must have a minimum five years' experience in performing signifigant urban planning and design consulting services for governmental agencies or private organizations.

Contact Name : Harold Harris
Contact Phone# : (310) 577-5736
Contact Email : haroldh@dbh.co.la.ca.us
Last Changed On : 12/15/2003 3:58:50 PM

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: E & K ARCHITECTS
780 WILSHIRE BL
:TE 250
OS ANGELES, CA 90010

ENVIROTECTURE INC
3600 WILSHIRE BL
STE 1402
LOS ANGELES, CA 90010

HCA PARTNERS
54 W GREEN ST
PASADENA CA 91105

.NDRES MACIEL
26 AVE DEL MAR
:AN CLEMENTE CA

KATHERINE SPITZ
4212 ½ GLENCOE AVE
MARINA DEL REY CA 90292

SANCHEZ/KEMPE ASSOCIATES
60 W GREEN ST
PASADENA CA 91105

IORRIS ARCHITECTS
355 CULVER BL
:ULVER CITY CA 90232

RJM DESIGN GROUP
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO CA 92675

KLUGER KOLLIN ARCHITECTS
2472 CHAMBERS RD
TUSTIN CA 92780

:TEWART, ROMBERGER & ASSOC
20 BOYD ST
OS ANGELES CA 90013

JENKINS/GALES & MARTINEZ
5933 W CENTURY BL
STE 1000
LOS ANGELES, CA 90045

TED TANAKA ARCHITECTS
11307 N HINDRY AVE
LOS ANGELES, CA 90045

:ORNERSTONE STUDIOS
ANDSCAPE ARCHITECTS
TH FLOOR
06 W 4TH ST
ANTA ANA CA 92701

JOHN WULFMEYER ARCHITECT
3920 STANSBURY AVE
SHERMAN OAKS, CA 91423

KI SUH PARK
GRUEN ASSOCIATES
6330 SAN VICENTE BL
STE 200
LOS ANGELES, CA 9048

:TKL ASSOCIATES
33 S HOPE ST
OS ANGELES CA 90071

SM TOLKIN ARCHITECTS
1408 3RD ST
SANTA MONICA CA 90401

RNL DESIGN
611 W 6TH ST
LOS ANGELES CA 90017

CDS
00 E DEL MAR BL
TE 108
ASADENA CA 91108

SELBERT/PERKINS DESIGN
1916 MAIN ST
SANTA MONICA CA 90405

TERRY MARCELLUS
5933 W CENTURY BL
STE 1000
LOS ANGELES CA 90045

URKISS ROSE/RS
01 N HARBOR
ULLERTON CA 92832-1506

EDAW
1916 MAIN ST
SANTA MONICA CA 90405-1006

BARTON MYERS & ASSOCIATES
9348 CIVIC CENTER DR
BEVERLY HILLS CA 90210

IJK
659 11TH ST
ANTA MONICA CA 90404

CAMPBELL & CAMPBELL
1425 5TH ST
SANTA MONICA CA 90401

COMMUNITY WORKS DESIGN
GROUP
4649 BROCKTON AVE
RIVERSIDE CA 92506

INEGRA & VINEGRA
RCHITECTURE
314 WILSHIRE BL
OS ANGELES CA 90017-1705

AKAR STUDIO
1404 3RD ST
STE 201
SANTA MONICA CA 90401

LYNN CAPOUYA
LANDSCAPE ARCHITECTS
3822 CAMPUS DR
STE 120
NEWPORT BEACH CA 92660

)ORBRITZ ARCHITECTS
;00 FERNWOOD PACIFIC
'OPANGA CA 90290

;PF ARCHITECTS
;384 ROBERTSON PL
ND FLOOR

ROBERT D. SMITH
RTKL ASSOCIATES, INC.
;33 SOUTH HOPE STREET
.OS ANGELES, CA 90071

AZ ARCHITECTURE STUDIOS
;39 AMOROSCO PLACE
'ENICE CA 90291

.ANDMARK DESIGN
;6 LONG COURT STE B
'HOUSAND OAKS CA 91360

'ARAGON PROJECT RESOURCES
NC
0 CORPORATE PK STE 310
RVINE CA 92606

'AKATA ASSOCIATES
;00 FREMONT AVE
;OUTH PASADENA CA 91030

.EE BURKHART LIU
890 COLORADO AVE
;ANTA MONICA CA 90404

;WIRE SIEGAL
;166 OAKWOOD AVE
.A CANADA CA 91011

'HE NEIMAN GROUP
2111 OHIO AVE
.OS ANGELES CA 90025

THOMAS C HARE
2992 E LA PALMA
ANAHEIM CA 92806-2616

LANGOON WILSON ARCHITECTS
18800 VON KARMAN
STE 200
IRVINE CA 92612

ROBERT J MUETING
RJM DESIGN GROUP, INC.
31591 CAMINO CAPISTRANO
SAN JUAN CAPISTRANO,CA
92675

BARRIO PLANNERS INC
5271 E BEVERLY BL
LOS ANGELES CA 90022

MELENDREZ BABALAS ASSOC
617 S OLIVE ST STE 1110
LOS ANGELES CA 90014

R-2 ARCH
2357 ½ GLENDON AVE
LOS ANGELES CA

ULTRASYSTEMS ENVIRONMENTAL
6 JENNER STE 210
IRVINE CA 92618

McDONOUGH & ASSOCIATES
3303 PICO BL STE D
SANTA MONICA CA 90405

TAKAHASHI ASSOCIATES
941 AMANDA LN
LA HABRA CA 90631

TM ENGINEERS INC
226 AVENIDA DEL MAR
SAN CLEMENTE CA 92672

RBF CONSULTING
URBAN DESIGN STUDIO
14725 ALTON PKWY
IRVINE CA 92618-2069

MARTY BORKO
GENSLER
2500 BROADWAY
SUITE 300
SANTA MONICA, CA 90404

EARL E. GALES, JR.
JENKINS/GALES & MARTINEZ
5933 WEST CENTURY BLVD
SUITE 1000
LOS ANGELES, CA 90045

BON TERRA CONSULTING
151 KALMUS DR STE E-200
COSTA MESA CA 92626

MYRA L FRANK & ASSOC
811 W 7TH ST STE 800
LOS ANGELES, CA 90017

RECARDA BENNETT & ASSOC
3075 E THOUSAND OAKS BL
STE 100
WESTLAKE VILLAGE, CA 91320

WAYNE C SIU ARCHITECTS &
ASSOCIATES
201 N BREA BL STE A
BREA CA 92821

MESA ENGINEERING INC
207 E POMONA BL STE A
MONTEREY PARK CA

TETRA DESIGN
1055 WILSHIRE BL
STE 1885
LOS ANGELES CA 90017

TN & ASSOCIATES
950 COUNTRY SQUARE DR
STE 212
VENTURA CA 93003

VOU & PARTNERS INC
880 CENTURY PARK EAST
STE 608
LOS ANGELES CA 90067

VENTURE 2 CONSULTANTS
3 CALLE DE INDUSTRIAS
STE 420
SAN CLEMENTE CA 92672

VALLACE ROBERTS & TODD
133 COLUMBIA ST STE 205
SAN DIEGO CA 92101

VIDON WEIN COHEN
020 SANTA MONICA BL
STE 400
SANTA MONICA CA 90401

UGACHI & WU
215 CALIFORNIA AVE
SANTA MONICA CA 90403

AMELA BURTON & COMPANY
24 MICHIGAN AVE
ANTA MONICA CA 90404

SPF ARCHITECTS
384 ROBERTSON PL
LOS ANGELES CA 90034

DAMSON
01ARIZONA AVE
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SANTA MONICA, CA 90405

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LOS ANGELES CA 90066

WARE & MALCOMB ARCHITECTS
18002 COWAN
IRVINE CA 92714

WIMER YAMADA & CAUGHEY
516 5TH AVE
SAN DIEGO CA 92101

ZEBALLOS & SMULEVICH
2940 NEBRASKA AVE
SANTA MONICA CA

PBS&J
18022 COWAN STE 100A
IRVINE CA 92614

ACENTECH
1429 THOUSAND OAKS BL
STE 200
SANTA MONICA CA 91362

AHT ARCHITECTS
2120 WILSHIRE BL STE 200
SANTA MONICA CA 90403

EHRENKRANTZ ECKSTUT & KUHN
3780 WILSHIRE BLVD
SUITE 250
LOS ANGELES, CA 90010

JERRY C. VINIEGRA
VINIEGRA & VINIEGRA
ARCHITECTURE
1314 WILSHIRE BLVD
LOS ANGELES, CA 90017

VAN TILBURG BANVARD &
SODERBERGH
225 ARIZONA AVE PENTHOUSE
SANTA MONICA CA 90401

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COSTA MESA CA 92626

WHEELER & GRAY INC
7462 N FIGUEROA ST
2ND FLOOR
LOS ANGELES CA 90041

WMM ASSOCIATES
3731 WILSHIRE BL
STE 670
LOS ANGELES CA 90041

HALL & FORMAN INC
203 N GOLDEN CIRCLE DR
STE 300
SANTA ANA CA 92705

DAVID VOLTZ DESIGN
17050 BUSHARD ST
STE 300
FOUNTAIN VALLEY CA 92708

ACSA INC
17163 OSBORNE ST
NORTHRIDGE CA 91325

DOUGLAS A. CAMPBELL
CAMPBELL & CAMPBELL
1425 FIFTH STREET
SANTA MONICA, CA 90401

KI SUH PARK
GRUEN ASSOCIATES
6330 SAN VICENTE BLVD
SUITE 200
LOS ANGELES, CA 90048

DAVID BERKSON
SWA GROUP, INC.
580 BROADWAY, SUITE 200
LAGUNA BEACH, CA 92651

ATTACHMENT 3

URBAN PLANNING AND DESIGN CONSULTANT PROPOSERS
FIRM/ORGANIZATION INFORMATION

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
EDAW Certifications: None Claimed	Black/African American					3	12	15		
	Hispanic/Latino	1		1	2	7	12	23	2%	
	Asian or Pacific Islander	1		2	3	22	33	61	2%	
	Amer. Indian/Alaska Native						2	2		
	Filipino American							0		
	White	38	8	23	23	219	221	532	79%	17%
	TOTALS	40	8	26	28	251	280	633	83%	17%
Gruen Associates Certifications: MTA (M)	Black/African American					1	1	2		
	Hispanic/Latino				1	5	2	8		
	Asian or Pacific Islander	3		1		9	13	26	63%	
	Amer. Indian/Alaska Native							0		
	Filipino American			1	2	2		5		
	White	2	2	2	1	12	5	24	34%	3%
	TOTALS	5	2	4	4	29	21	65	97%	3%
Johnson Fain Certifications: None Claimed	Black/African American					1	1	2		
	Hispanic/Latino			1		5	3	9		
	Asian or Pacific Islander			3	2	14	14	33		
	Amer. Indian/Alaska Native							0		
	Filipino American				1		3	4		
	White	2		15	3	10	12	42	100%	
	TOTALS	2	0	19	6	30	33	90	100%	0%
RRM Design Group Certifications: None Claimed	Black/African American					1		1		
	Hispanic/Latino					10	4	14		
	Asian or Pacific Islander					1	2	3		
	Amer. Indian/Alaska Native					2		2		
	Filipino American							0		
	White	8	1	12	5	52	48	126	95%	5%
	TOTALS	8	1	12	5	66	54	146	95%	5%
WRT (1) Certifications: None claimed	Black/African American			1		1	4	6		
	Hispanic/Latino	2	1	3	1	1	4	12		
	Asian or Pacific Islander	4	1	8	9	1	2	25	12%	
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	40	10	29	18	4	18	119	76%	12%
	TOTALS	46	12	41	28	7	28	162	88%	12%
Gensler (2) Privately held Corporation Certifications: None claimed	Black/African American	3	8			16	33	60		
	Hispanic/Latino	7	5			45	51	108		
	Asian or Pacific Islander	15	2			113	124	254		
	Amer. Indian/Alaska Native		1			1	1	3		
	Filipino American							0		
	White	118	89			503	453	1163		
	TOTALS	143	105	N/A	N/A	678	662	1588	N/A	N/A
AC Martin Partners Certifications: None claimed	Black/African American						2	2		
	Hispanic/Latino					6	2	8		
	Asian or Pacific Islander					11	4	15		
	Amer. Indian/Alaska Native			1				1		
	Filipino American	1			1	3	2	7	14%	
	White	6		12	4	16	7	45	86%	
	TOTALS	7	0	13	5	36	17	78	100%	0%
RTKL Associates Certifications: None claimed	Black/African American			1	3	11	20	35		
	Hispanic/Latino			3		20	17	40		
	Asian or Pacific Islander	1		6		46	30	83	2.17%	
	Amer. Indian/Alaska Native	1				1	2	4	0.95%	
	Filipino American							0		
	White	47	5	74	19	182	145	472	89.39%	7.49%
	TOTALS	49	5	84	22	260	214	634	92.51%	7.49%
T. T. Tanaka Associates Certifications:City of Los Angeles (M, D)	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander	1				4	4	9	100%	
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White							0		
	TOTALS	1	0	0	0	4	4	9	100%	0%

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URBAN PLANNING AND DESIGN CONSULTANT PROPOSERS
FIRM/ORGANIZATION INFORMATION

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
JGM, Inc. (1, 2) Certifications:City of Los Angeles (M)	Black/African American	18	14					32	100%	
	Hispanic/Latino	10	4					14		
	Asian or Pacific Islander	2	1					3		
	Amer. Indian/Alaska Native							0		
	Filipino American	1	1					2		
	White	8	4					12		
	TOTALS	39	24	0	0	0	0	63	100%	0%
Rios Clementi Hale Studios Certifications: None claimed	Black/African American							0		
	Hispanic/Latino	1				1		2	100%	
	Asian or Pacific Islander					2		2		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2	1	3	1	3	9	19		
	TOTALS	3	1	3	1	6	9	23	100%	0%
RJM Design Group Certifications: None claimed	Black/African American				1			1		
	Hispanic/Latino							0		
	Asian or Pacific Islander			1		3	2	6		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2		2		3	3	10	100%	
	TOTALS	2	0	3	1	6	5	17	100%	0%

M = minority; W = women; D = disadvantaged; DV = disabled veterans
(1) Ownership percentage numbers incorrectly provided by Proposer.
(2) Proposer did not provide information regarding gender and ethnicity of managers.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
GRUEN ASSOCIATES

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
GRUEN ASSOCIATES

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Gruen Associates, a partnership of corporations (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the urban planning and design consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of April 17, 2004 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Asset Management Strategy. The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Catalytic Project. One of two multiuse entertainment-retail centers to be built in accordance with the Asset Management Strategy.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the

County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 15, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of April 17, 2004 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for urban planning and design consulting services among all Contractors shall not exceed $240,000, which sum is also the maximum amount of County funds available under the Contract. The Contractor understands and agrees that the County has engaged other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of $240,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for urban planning and design consulting services may exceed the aforementioned $240,000 to the extent that a lessee or other third party is obligated to reimburse the County for urban planning and design consultant services rendered by the County's consultants.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $240,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 No Increase in Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary cost or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.5 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.6 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.7 Contractor's Invoice Procedures.

1.4.7.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.7.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.7.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.7.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
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GRUEN ASSOCIATES

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Reimbursable Expenses. Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, materials, supplies, postage, licenses, registration, data systems, transportation, telephone expenses, cellular phone expenses, facsimile transmission, photocopying services, and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of the following items when incurred in performance of the Contract:

- Reproduction of reports and related graphics as requested by the County;
- Messenger fees; transportation outside of Los Angeles and neighboring Counties at the standard rate for reimbursement of County employees; and
- Extraordinary expenses authorized by the Director.

2.1.3 Contractor's Office. The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.1.8 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-

day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 County Contract Administrator (CA).

2.2.2.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

2.2.2.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional planning, architectural, engineering, design, and landscape architectural services and consultation as required to support the planning and executive staffs of the Department of Beaches and Harbors;
- Provide professional advice regarding development and redevelopment of Marina del Rey and Los Angeles County-operated beaches.
- Provide support for the Department with respect to specific redevelopment projects related to the Marina del Rey Asset Management Strategy, including but not limited to street median landscaping, the promenade plan and catalytic projects;
- Assist Department review of development proposals, engineering specifications, and architectural plans;
- Provide professional support as required for Departmental staff to Beach Commission, Small Craft Harbor Commission, and Small Craft Harbors Design Control Board; support Departmental presentations to these bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services; and
- Perform other duties as required by the Contract Administrator.

2.4 PERFORMANCE STANDARDS

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-2), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.6 Other Standards to be Followed.

2.4.6.1 Contractor shall meet deadlines set by CA.

2.4.6.2 Graphics shall appear clean, well-executed, and professionally prepared.

2.4.6.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.6.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.6.5 Hourly services shall be accurately reported.

2.4.6.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.6.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
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GRUEN ASSOCIATES

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal & Advertising Injury:	$1 million
Each Occurrence:	$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of

the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater

Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Gruen Associates, a partnership of corporations

By_____
~~Ki Su Park~~, Design and Managing Partner.
KI SUH PARK,

By_____
Chairman, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____
Deputy

FORM P-1

REQUEST FOR PROPOSALS FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
OFFER TO PERFORM

Proposer: Name: Gruen Associates

Address: 6330 San Vicente Blvd., Suite 200

Los Angeles, CA 90048

Phone: 323.937.4270 Fax: 323.937.6001

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The hourly rates for the Proposer's services shall be:

	Dollars ($)
	Dollars ($)
SEE ATTACHMENT	Dollars ($)
	Dollars ($)
	Dollars ($)
	Dollars ($)

The proposal is subject to the following additional conditions:

None

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ○ individual ○ corporation ○ partnership or joint venture ○ limited liability company ⊗ other: Partnership of Corporations

State of organization: California Principal place of business: Los Angeles

Authorized agent for service of process in California:

Name	Address	Phone
Ki Suh Park	6330 San Vicente Blvd., Suite 200 L.A. CA 90048	323.937.4270

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name	Title	Phone	Name	Title	Phone
Elaine Carbrey	Associate Partner	323.937.4270	Kurt Franzen	Partner	323.937.4270

Dated: 1/16/2004 Proposer's signature:

Name	Title	Phone
Ki Suh Park,	Design and Managing Partner	323.937.4270

The hourly rates for the Proposer's services shall be:

Ki-Suh Park and Kurt Franzen / Partners	Two Hundred Eighteen Dollars	($218.00)
Larry Schlossberg / Partner	One Hundred Sixty Five Dollars	($165.00)
Elaine V. Carbrey / Associate Partner	One Hundred Fifty Dollars	($150.00)
Christopher Hentzen / Senior Landscape Architect	One Hundred Twenty Dollars	($120.00)
Andrew Mondschein / Senior Planner	Ninety Five Dollars	($ 95.00)
Roland Genick / Urban Designer	One Hundred Dollars	($100.00)
Planners (Assistant and Intermediate)	Sixty Five - One Hundred Dollars	($65 - $100.00)
Designers (Assistant and Intermediate)	Sixty Five - One Hundred Dollars	($65 - $100.00)
Graphics	Seventy Dollars	($ 70.00)

Form P-2 WORK PLAN

1. STAFFING PLAN

Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach each person's resume.

For the urban planning and design consultant service, Gruen Associates has assembled a seasoned and highly qualified team whose members clearly understand the role of quality design in facilitating redevelopment in the Marina. They will be complemented by several subconsultants: Sussman/Prejza & Company, Inc., the renowned urban graphic design and signage firm; Merry Norris Contemporary Art, the public art consulting firm; Meyer, Mohaddes Associates, Inc., a transportation planning and traffic engineering firm; Katz Okitsu & Associates, traffic engineering firm; Psomas and Associates, civil engineering firm; and Francis Krahe & Associates, lighting consulting firm.

Name	Relationship to Proposer	Job Title	Responsibilities
Ki Suh Park, FAIA, FAICP	Majority Owner	Design and Managing Partner	Contractor's representative. Direction and management of Gruen's urban planning, design, architecture, graphic design and public art team. Comprehensive design consultation and design review
Elaine V. Carbrey, AIA, AICP	Employee	Associate Partner, Head of Planning	Assistant Contractor's representative; urban planning and urban design
Chris Hentzen, ASLA	Employee	Associate, Landscape Architect	Landscape architectural design and streetscape.
Larry Schlossberg, AIA	Owner	Partner	Architectural design
Andrew Mondschein	Employee	Senior Planner	Environmental Assessment, Transportation Planning, Urban Design
Roland Genick	Employee	Designer	Urban Design and Architecture
Kurt Franzen, AIA	Owner	Partner	Architectural design and construction documents
Paul Prejza	Subconsultant firm	Principal	Wayfinding devices, identity and commercial signage
Merry Norris	Subconsultant firm	Principal	Recommendations for public art

Name	Relationship to Proposer	Job Title	Responsibilities
Viggen Davidian	Subconsultant firm	Principal	Transportation Planning and Traffic Engineering
Joel Falter	Subconsultant SBE firm	Vice President	Transportation Planning and Traffic Engineering
Michael J. Crehan	Subconsultant firm	Vice President	Civil Engineering
Francis J. Krahe	Subconsultant firm	President	Lighting Standards

Proposer's Approach to Staffing Consulting Assignments

Gruen Associates understands the specific consulting assignments that the Department needs and the various requirements of the County and other governing entities. Based on our experience in undertaking consulting services to the Department of Beaches and Harbors for over 40 years, our proposed approach will consist of:

- Providing high-quality services by assigning senior team members or specialized and support staff members where considered appropriate for each work order.

- Maintaining close contact with representatives of the Department regarding required services, as well as their probable schedule deadlines.

- Making the Gruen team resources available for unanticipated and urgent requests, which may be made by the Department.

- Responding quickly to the requested work order in terms of estimated cost, time schedule, appropriate staff assignments, and management and performance quality control.

- Being pro-active in identifying improvements or needs, which we believe the Department should consider for the Marina.

Based on the approach outlined above, we are proposing a streamlined management organization for providing the requested consulting service as shown in Figure P-2-1 on the following page. A summary of our management approach and brief qualifications of our key staff follows:

- **Ki Suh Park**, FAIA, FAICP, managing partner for Gruen Associates, will serve as the Contractor's Representative. He will be assisted by **Elaine Carbrey,** AIA, AICP, associate partner, who will serve as the Contractor's Assistant Representative. In certain limited instances when Mr. Park is not available, Ms. Carbrey will serve as the principal contact with the Department. Both have worked for Beaches and Harbors in the past and are familiar with the surrounding area, including state and local regulations.

  Mr. Park, assisted by Ms. Carbrey, will be responsible for communicating with the Department, executing work orders and team staff assignments, establishing performance and quality control, and managing the various work orders. For a given assignment, Mr.

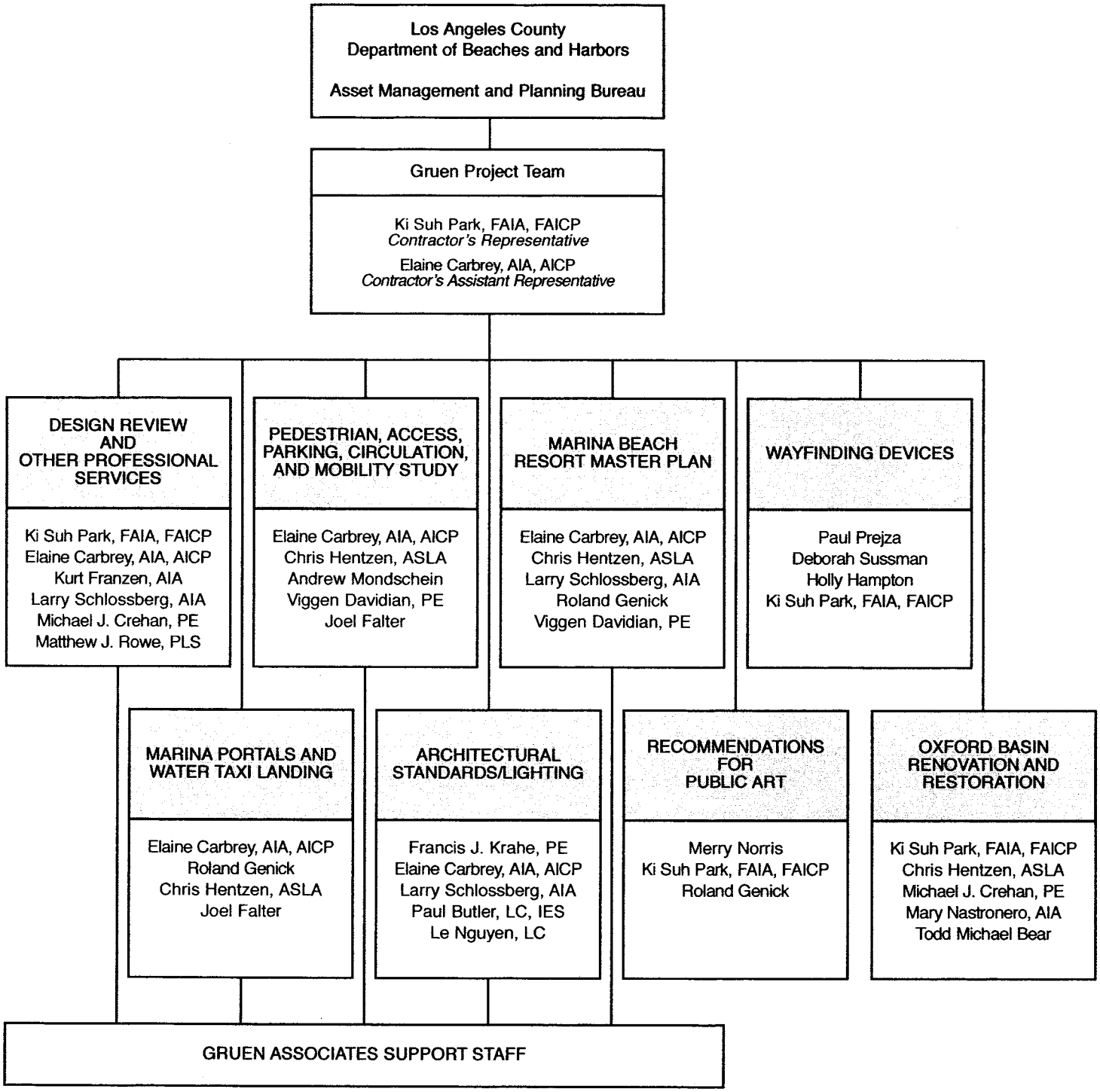


Figure P-2-1
Management Organization for Urban Planning and Design Consulting Services

Park will go directly to the principal staff member(s) or subconsultant firm member(s) who will provide the specific services under each work order.

Mr. Park, in addition to the overall technical direction and management duties, will be responsible for design review of developer and lease extension proposals and participating in refining the Asset Management Strategy, as well as planning and design of public improvements in the Marina. In the last three years, Mr. Park has assisted Beaches and Harbors in review of lease extension proposals and preparing design concepts for various projects. Mr. Park is a world-renowned planner and architect and has received over 50 awards for planning, architecture and community services, many of which are listed in his resume at the end of this section.

- **Elaine Carbrey**, AIA, AICP, in addition to the technical and management duties, will be responsible for urban planning and urban design services. Her projects have won three American Planning Association Awards in the last four years. She is the urban designer on the well-received Lincoln Boulevard Corridor Urban Design and Mobility Study, which is a joint effort of the County of Los Angeles and the cities of Los Angeles, Culver City and Santa Monica. In addition, she has been the project manager and urban designer on complex projects such as the $300 million San Fernando Valley East-West Transit MIS/EIR, and the urban designer of the $68 million Santa Monica Transit Parkway, both under construction.

- **Chris Hentzen,** ASLA, is our senior landscape architect and will perform landscape architecture assignments with assistance from the support staff when necessary. Mr. Hentzen is the landscape architect for the Los Angeles County East Los Angeles Civic Center park renovation now under construction and the Refurbishment of Dockweiler and Will Roger's State Beaches. Prior to joining Gruen, he coordinated the area development drawings for Disney's California Adventures in Anaheim, this second gated theme park adjacent to the original Disneyland, which celebrated California's agricultural heritage, and the Pacific Wharf District based on the Monterey Coastline and Cannery Row.

- **Larry Schlossberg**, AIA and **Roland Genick** will be assigned to certain work orders related to architectural design services. Mr. Schlossberg is currently the architectural designer for the County for the East Los Angeles Civic Center Renovation and has worked with a number of artists on this project. Mr. Genick was the urban designer on the recently opened Pasadena Gold Line Project and was responsible for station architecture and coordination of all the artists on the project.

- **Kurt Franzen**, AIA, has long-standing involvement with the Marina. Mr. Franzen will be assigned to the task of laws and regulations compliance and special projects, which a particular work order may require. Mr. Park and Ms. Carbrey will assist him in this effort. Because of the three-year time frame for this project, Mr. Franzen will complement the services to be provided by Mr. Park and/or Ms. Carbrey, when necessary. Mr. Franzen is currently the architect for the Hollywood Bowl Renovation, refurbishment of Dockweiler State Beach and Will Rogers State Beach, all County projects. He was the architect for Universal's Islands of Adventure in Florida.

- **Ki Suh Park** and/or others from the Gruen team as shown in Figure P-2-1 will provide professional support and presentations as required by the Department to the Small Craft Harbor Commission, the Marina del Rey Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission and other bodies, when requested. All are very experienced in public presentations.

- **Andrew Mondschein,** Senior Planner, will work with Ms. Carbrey in planning and urban design. He performs this role on many recent Gruen projects including the Lincoln Corridor Mobility Study, the San Fernando East-West Transit Project, and the Mixed-Use and Pedestrian Linkage Project in Monterey Park.

- **Paul Prejza** and **Deborah Sussman** of Sussman/Prejza & Company, Inc. will work closely with Ki Suh Park and Elaine Carbrey in connection with wayfinding devices.

- **Merry Norris** of Merry Norris Contemporary Art, will work closely with Ki Suh Park and Roland Genick in identifying the location, thematic type and character, and listing of candidate artists for each proposed public art, as well as in assisting in the selection of artists and overseeing the execution and installation of all public art elements.

- **Viggen Davidian** of Meyer, Mohaddes Associates, Inc. (MMA); and **Joel Falter** of Katz, Okitsu & Associates will work with **Andrew Mondschein** and **Elaine Carbrey** on the Pedestrian Access, Parking, Circulation and Mobility Study. Ms. Carbrey is currently working with MMA on the Lincoln Corridor Mobility Study and the Mixed-Use and Pedestrian Linkage Study in downtown Monterey Park.

- **Michael Crehan** and **Matthew Rowe** of Psomas and Associates will provide civil engineering and survey assistance for the project, and **Mary Nastronero** and **Todd Bear** will provide assistance on the Oxford Triangle Restoration

- **Francis Krahe, Paul Butler** and **Le Nguyen** of Francis Krahe & Associates will work with Gruen on the lighting standards.

The individuals identified above will personally perform or lead the professional services to be rendered. Their resumes are attached for your review at the end of this section.

Scheduling of Staff Time

As mentioned previously, Ki Suh Park, assisted by Elaine Carbrey, will assign and schedule appropriate personnel to address each individual work order. In the past, we have always been able to promptly provide the requested services to the Department, meeting the time schedule deadlines. The Department has done their part by notifying us in a timely manner to permit us to schedule the work efficiently.

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION

The principal owners of Gruen Associates consist of Ki Suh Park, FAIA, FAICP; Kurt Franzen, AIA; Michael A. Enomoto, AIA; Larry Schlossberg, AIA; Debra Gerod, AIA; and Ashok Vanmali, AIA.

3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Partners/Subcontractors					
Principal	**Firm Name**	**Relationship to Proposer**	**Specialty**	**Address**	**Telephone**
Paul Prejza	Sussman/Prejza & Company, Inc.	Subconsultant firm	Urban graphic design and signage	8520 Warner Dr. Culver City, CA 90232	310.836.3939
Merry Norris	Merry Norris Contemporary Art	Subconsultant firm	Public Art Consulting	1473 Oriole Dr. Los Angeles, CA 90069	310.276.6406
Joel Falter	Katz, Okitsu & Associates	Subconsultant firm	Transportation Planning and Traffic Engineering	1055 Corporate Center Drive, Suite 300, Monterey Park, CA 91754	323.260.4703
Viggen Davidian	Meyer Mohaddes Associates, Inc.	Subconsultant firm	Transportation Planning and Traffic Engineering	707 Wilshire Blvd., Suite 4810, Los Angeles, CA 90017	213.488.0345
Michael J. Crehan	Psomas and Associates	Subconsultant firm	Civil Engineer	11444 W. Olympic Blvd., Suite 750, WLA, CA 90064	310.954.3700
Francis Krahe	Francis Krahe & Associates, Inc.	Subconsultant firm	Lighting Design	304 S. Broadway, Suite 500, Los Angeles, CA 90013	213.617.0477

4. LICENSES

List staff who hold licenses or registration required by California state law or relevant to performance of the Contract:

Name	License	License Number
Ki Suh Park	California Architect	C-4549
Kurt Franzen	California Architect	C-8426
Larry Schlossberg	California Architect	C-17410
Elaine V. Carbrey	California Architect	C8779
Chris Hentzen	California Landscape Architect	1730

5. STATEMENT OF DESIGN APPROACH IN RESPONSE TO THE SCOPE OF WORK

Please attach a page describing the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

a. *Suitability of Proposer's capabilities*
b. *Design philosophy of Proposer*
c. *Benefits of approach to be taken.*
d. *Value to be provided to the Department*

5a. SUITABILITY OF PROPOSER'S CAPABILITIES

Gruen Associates was the original master planner of Marina del Rey over 40 years ago. This project has been highly successful for the County of Los Angeles providing recreation, housing, and commercial facilities in a mixed-use environment as well as financial resources to the General Fund. Recently, Gruen Associates assisted the County in the Asset Management Strategy (AMS), the conceptual design for the Waterfront Promenade and MarinaWalk, and review of lease proposals aimed at preparing for a second generation Marina. The AMS calls for a world-class marina that's follows "livable community" principles including:

- Mixed use activity areas in walking distances of residences
- A compact urban forum with a variety of residential types and densities combined with retail, entertainment, employment uses, and public uses.
- A pedestrian-friendly environment connecting destinations.
- Development with attractive public spaces and design detail.
- Provisions for transportation alternatives to the automobile including transit, bicycling, walking and centralized parking facilities.
- Sensitivity to natural amenities.

In addition to our Marina del Rey projects and numerous County of Los Angeles projects, Gruen has prepared retail/entertainment, resort, transportation, institutional, mixed-use, planning urban design, architecture, and landscape architecture projects worldwide. We have a special expertise in projects involving public/private partnerships demonstrated not only by Marina del Rey but also our extensive portfolio of redevelopment/revitalization projects. See the cover letter and Form P-3 for details on our qualifications and resumes at the end of this section.

5b. DESIGN APPROACH

The Gruen team's approach to consulting for the Marina is based on our many years of experience in planning of marinas, downtowns, resort and entertainment facilities, new communities, college campuses, major transportation facilities and other urban areas and is summarized below.

Creative And Innovative Designs

Gruen strongly believes that innovative land use, transportation, streetscape/pedestrian and

wayfinding enhancements – recognizable improvements to the built environment by the public and private sectors – are essential in creating a sense of place in the community. Well-designed new private projects integrated with these public improvements are also essential in placemaking and can be a catalyst for others to upgrade their lease holdings as well.

We draw our inspiration from the analysis of unique physical and cultural characteristics of a place, from what has been done before in other similar environments, and input from governmental agencies, stakeholders, and the community. Creative improvement concepts will be explored by preparing an existing condition analysis; alternative plans, massing concepts, and alternative sketches. These analyses and alternative concepts are shared with our clients and the community to help build consensus and arrive at creative and innovative design solutions.

Pragmatic and Strategic

Our approach is not only innovative but also pragmatic, in that we start with an understanding of the area and the knowledge of the requirements and standards of the County, State, and local jurisdictions, as well as previous studies for the area. We are cognizant of the realities of funding, phasing requirements, and the need to establishing priorities in achieving overall objectives. We recognize the importance of working with the various County departments in understanding their concerns and when appropriate informing them what others are doing in creating plans that can be successfully implemented.

We also believe that at the start of any project we should meet with the Beaches and Harbors staff, the Design Review Board, and other design consultants retained by the County to discuss past concepts and principles that are important to continue in the Marina. This discussion will provide continuity in design, a cross-pollenization of ideas, and minimize duplication of services. Principles and design concepts to be discussed include: recent visioning concepts, architectural design standards, landscape concepts for parks and gateways, color schemes, status of the promenade design concepts, other recent Department of Beaches and Harbors projects and status and design of second generation projects, so these concepts can be integrated into a new overall Marina del Rey image and a revitalized environment in which to live, work and recreate. Another important strategic issue to consider is the multi-jurisdiction nature of the general area (County, City of Los Angeles, Culver City, etc.) and the need for increased inter-agency cooperation in certain planning disciplines such as circulation and multi-modal regional access considerations. Our team members have a solid reputation for planning, analyzing and implementing regional transportation infrastructure improvements in multi-agency settings, especially in the Marina vicinity, that can be a valuable asset to the Mobility Master Plan program.

Pedestrian Access, Parking, Circulation and Mobility Master Plan

Gruen Associates uses an integrated and balanced approach to addressing land use/urban design and transportation (pedestrian, bicycle, automobile, transit, and parking) resulting in practical and innovative design solutions, which aid in building community consensus. Our seasoned urban designers and planners, Ki Suh Park and Elaine Carbrey and our transportation subconsultants (Meyer Mohaddes Associates, Inc. and Katz, Okitsu & Associates) are skilled in gaining community consensus through the preparation of alternative designs and clearly explaining the design features,

benefits, and constraints of each alternative for major urban design and multi-modal transportation projects.

Some of their projects demonstrating this approach include the Lincoln Boulevard Corridor Mobility Study, Santa Monica Boulevard Transit Parkway now under construction, Santa Monica Five Parking Structures in Beverly Hills, the San Fernando Valley Busway, the I-10 Freeway with its deck park in downtown Phoenix, and various mixed-use ordinances and parking studies prepared for cities such as Pasadena. Gruen planners and our subconsultants are all experienced in working with Caltrans and County and City transportation staff.

The future planned widening of Admiralty Way and the planned extension of SR-90 to intersect with Admiralty Way, which will create a direct regional gateway to the Marina, will greatly change the overall character and regional and local access and circulation to the Marina. Unless properly integrated with a multi-modal (pedestrian, transit, bicycle, parking, etc.), these actions have the potential to actually make the Marina more vehicular-oriented at a time when Asset Management Strategy goals and the current visioning goals in the Marina are to make Marina del Rey more pedestrian-friendly. Gruen Associates sensitive and skillful planning and design team knows the local jurisdictions and the Marina vicinity, values the need for urban design and pedestrian movement and also understands traffic and transportation requirements. A team led by Meyer, Mohaddes Associates and Gruen Associates recently completed a study of Lincoln Boulevard Corridor in the vicinity of the Marina that demonstrated this understanding and sensitivity of balanced mobility enhancement and urban design in its recommendations.

The following outlines some of the issues we will address in the Master Plan.

Admiralty Way and SR-90 Issues

- Admiralty Way is Marina del Rey's main street and needs to convey a world-class resort image with a strong landscaping and improved pedestrian pathways.

- The Local Coastal Plan calls for Admiralty Way to be widened to five lanes and the County traffic consultant indicated to us during our Lincoln Corridor Mobility Study that Admiralty Way may be widened to six lanes.

- The current right-of-way of Admiralty Way is constrained already today with its four lanes, the landscaped median, narrow sidewalks at the curb, and in some cases by buildings located adjacent to the sidewalk.

- The County uses Caltrans standards for lane widths, which generally are wider and more conservative than standard City street lane widths, making it difficult to widen Admiralty Way within this constrained right-of-way. Widening of Admiralty Way will impact several long-standing Marina features, including the landscaped median, the linear Admiralty Park, the pedestrian and bicycle paths and their crossing of Admiralty Way, the Oxford Basin, the narrow sidewalks and adjacent development. The challenge is to design Admiralty Way in such a way that it contributes to the Marina vision of an improved pedestrian network.

- SR-90 is proposed to intersect with Admiralty Way, bringing new regional traffic into the Marina improving accessibility, but also likely to increase through traffic in the Marina when Lincoln Boulevard is congested.

- Although funding may be several years off for the extension of SR-90, a detailed plan needs to be in place for precisely how the widening and extension of Admiralty Way would take place in conjunction with urban design improvements within this tight right-of-way, as well as linkage to the Marina's pedestrian and bicycle network.

Pedestrian Network and Linkages Issues

- Today the most continuous pedestrian linkages are along sidewalks of the streets of the Marina. However, sidewalks are narrow and located at the curb and do not appear to be frequently used to link major destinations. In addition, pedestrian crossings of streets need improvements.

- The Waterfront Promenade affords the most opportunity to ultimately provide an attractive area to stroll and to interconnect various land uses. Design concepts and opportunities for the waterfront promenade were outlined in Gruen's MarinaWalk Guidelines.

- Development of the MarinaWalk must be phased and constructed as leases are renegotiated. Gaps in the promenade will exist along private property until leases are negotiated and on County properties along waterfront until funding is obtained for reconfiguration.

- Well designed public gathering spaces on the waterfront as a part of private development or on County properties is needed in addition to Burton Chace Park to enhance a pedestrian experience.

Other Multi-modal Issues

- A series of phased intersection mitigation measures have been part of the Local Coastal Plan Transportation Improvement Plan, which have established the trigger points of the Marina redevelopment. These were originally developed by Meyer, Mohaddes Associates staff under contract to the County Regional Planning as part of the LCP Circulation Plan. Potential changes or possible impacts to these improvements need to be identified, integrated and coordinated with the Marina Mobility Master Plan.

- The bicycle network is relatively continuous through the Marina, with major crossings of Admiralty Way and Fiji Way (both wide streets). However, full improvements for a Class I bicycle path have not been completed on Fiji Way and portions of the path are through parking areas of leaseholds.

- Connections to the regional bicycle network planned along Lincoln in Playa Vista are constrained by the vehicular bridge at Ballona Creek.

- Shuttle and water taxi stops need to be interconnected with the pedestrian network, parking facilities, and major private, commercial and residential developments, and stops appropriately located and designed.

Parking Issues

- Parking characteristics for Marina development have traditionally been assumed to be unique to the community and different than the national standards established by the Institute of Transportation Engineers (ITE) or the Urban Land Institute (ULI). Therefore, Marina del Rey's parking standards were established based on original research of parking characteristics of land uses in the Marina area. As part of the overall plan, these parking standards may need to be reevaluated especially in light of potential mixed-use parking opportunities and recent new research by ITE and ULI in this area.

- Paid public parking in the Marina is located in County lots interspersed throughout the Marina. Pressures to convert these parking lots to other uses such as parkland may reduce accessibility unless this parking is replaced elsewhere in the Marina.

- Private leaseholds provide on site parking. However, there may be a shortage of parking on weekends in some locations such as near Admiralty Way and Fiji Way, and in some restaurants with valet parking, or other locations.

Approach

Key to our design approach will be an awareness of the big picture – creating a strong, memorable image for Marina del Rey and Admiralty Way, accommodating pedestrians, landscaping, wayfinding, automobiles, bicycles, private boats, water taxis area, and shuttles in the public realm. Our approach will also address design details when necessary. Particularly for Admiralty Way, we have found in constrained right-of-way conditions, we were most effective in analyzing by illustrating in plan and cross section specific lane widths for each mode so everyone is aware of the trade-offs between alternatives. Some of the alternative steps of our approach follow.

Background

- Review Local Coastal Plan for planned improvements, relevant policies, standards and mitigations. Due to our previous work in the Marina, we are familiar with the plans.

- Review previous transportation and parking studies for Marina del Rey and the proposed SR-90 plans and any previous geometric plans prepared by engineers for the widening of Admiralty Way. Review lane standards and turning radii that the County plans to use for Admiralty Way and other Marina streets.

- At the start of the project, individual meetings with Beaches and Harbor's staff, County transportation staff and consultants, Caltrans staff, and Coastal staff to determine their key concerns and discuss standards to be utilized.

- Walk the existing pedestrian network and ride the bicycle network to identify positive characteristics and deficiencies through photographs and mapping. This was effective in identifying areas needing change in our analysis of the Marina City Club Promenade.

- If not available, obtain pedestrian and bicycle counts on the weekend and during a summer weekday to help determine priorities for improvements. New vehicular counts would also be taken at key intersections.

- Working with County staff using available data and new analysis, prepare a parking utilization study of County parking lots, identifying where additional parking may be needed. Identify areas where there is a shortage of parking and areas where existing parking may be replaced with a park or development.

Alternatives

- Prepare a series of conceptual alternative concepts for the Admiralty Way and SR-90 showing vehicular movement, pedestrian movement, landscape/urban design improvements, bicycle crossings and potential modifications to the adjacent development. In addition to illustrations of other urban design/transportation urban design improvements possible with a six-lane and a five-lane scheme, alternatives will be explored, such as:

  - An alternative retaining four lanes and widening to five lanes only at the major intersections for turn movements;
  - Alternatives that emphasize the pedestrian yet increase capacity through various modes including shuttles;
  - Alternatives that modify the lanes standards and include traffic calming to create a more pedestrian-friendly environment.

- Prepare a series of alternatives for conceptual improvements to the overall Marina bicycle networks, as well as vehicular circulation improvements on other streets in the Marina.

- Based on the parking utilization analysis, make recommendations for parking management and for parking improvements such as shared parking with private developments, locations for replacement parking if lost for another use, additional parking locations and if required architectural concepts for parking structures that are integrated with other improvements.

- List the pros and cons of each alternative in matrix form with an emphasis on the trade-offs necessary.

- Review these alternatives with MDR staff, County transportation staff, Design Review Board and Harbor Commission for input.

Master Plan Documentation

- Refine the selected direction and list potential action items in order of priority and review with County staff, Design Review Board and Harbor Commission.

- Prepare a master plan report and design drawings of key elements, such as Admiralty Way improvements and first priority improvements.

- Prepare implementation section of the Master Plan including priorities, phasing, and order of magnitude cost estimates of key elements.

Wayfinding Devices

Gruen Associates will work closely with Sussman/Prejza and Company, Inc. one of the world's foremost design firms producing environmental and urban graphics. Their experience ranges from the design of the 1984 Olympics to the general wayfinding signing programs for Rainbow Harbor at Queensway Bay, Long Beach, the identity for the City of Santa Monica and its Big Blue Bus, and portions of Culver City. The approach includes a kit of parts that allows Marina del Rey to brand itself as both a distinct and special place in Southern California and a multi-faceted place to live, vacation and enjoy. It will be especially important to integrate this task with recent visioning and other public realm projects throughout the Marina, for wayfaring devices along with landscaping are major ingredients in creating an overall image. A list of potential wayfinding devices to design follows.

Image Program

Marina del Rey should have an image kit of parts that will allow it to brand itself as both a distinct and special place in Southern California and a multi-faceted place to live, recreate, and enjoy. This image would be used as part of a signing program, on architectural and environmental elements within the physical project, on vehicles, on printed information, advertising, and in the media. The image should include at least the following elements:

- A nomenclature system that incorporates all developments and projects within the area as an inclusive part of Marina del Rey.

- A logotype or family of logotypes that are distinctive and exclusive to the area.

- A symbol that depicts the assets of the area.

- A tag line or motto that is descriptive of Marina del Rey.

- A system of type faces for use on signing, printed material, and media.

- A color palette for use on all image elements.

Signing Systems

In addition to its functional aspects, signing has potential to add substantially to the overall image of the Marina, as well as increase coastal access for the public. There are a number of signing needs throughout the Marina, and these signs should support the overall image direction developed in the image program. We envision the following sign types:

Vehicular Signs to Improve Multi-Modal Coastal Access

- Gateway Entries: Major markers at the primary entry points to the area and minor markers at the secondary entries.
- Vehicular directional signs that guide vehicles to Marina del Rey from outside the Marina, throughout the Marina and to their destinations, and to parking.
- Street name signs that identify all streets and walkways.
- Trailblazer signs that utilize symbols and direct people to specific facilities, viewpoints, and attractions.
- Logo signs that mark the roadway and brand it as part of Marina del Rey.
- Regulatory and information signs.

Parking Signs

- Parking structure and identification signs.
- Parking structure exterior building graphics.
- Parking structure interior signs and graphics.

Transit System Signs and Graphics

- Marina shuttle stop identification signs and graphics.
- Shuttle vehicle color and graphics.
- Water taxi stop identification signs and graphics.
- Water taxi vehicle color and graphics.
- Boating signs.

Pedestrian Signing System

- Pedestrian directional signs.
- Pedestrian directory maps.
- Promenade identification and directional signs.
- Promenade logo signs.
- Quay and dock identification signs.
- Regulatory and information signs.

Facility and Leaseholds Signing Systems

Bikepath Signs

- Bikepath identification markers.
- Directional and regulatory.

Park and Beach Signs

- Park and beach identification signs.
- Rules and regulations.
- Restrooms: Men's/Women's

Facility Signs

- Identification and information (Lifeguard, Harbor Master, restrooms, service buildings, etc.).

Streetscape Program

Work with the consultant team to develop "streetscape" elements for the following:

Street-side Elements

- Street lighting
- Benches
- Trash cans
- Newspaper vending organizers
- Bus stop shelters
- Sidewalk paving patterns
- Infrastructure for banner program
- Infrastructure for seasonal and promotional decorations and lighting

Promenade Elements

- Pedestrian-related lighting
- Seating
- Trash cans
- Vending machine organizers
- Shuttle stops
- Sales and Information kiosks
- Walkway paving patterns
- Phone booths and ATMs
- Infrastructure for banner program
- Infrastructure for seasonal and promotional decorations and lighting

Color Master Plan

Develop a color palette related to and extending the image color palette that would help tie together all architectural, streetscape, landscape, signing and environmental elements. Apply palette to all elements of the infrastructure.

Advertising Plan

Today, outdoor advertising is adding substantially to many developments' bottom lines, as well as injecting powerful graphics and excitement into their environments. While advertising is not appropriate for all projects, it does fit into the entertainment and recreation themes of the non-residential portions of the Marina.

Working with MDR staff already in charge of this element, we would analyze the potential for advertising in these areas and indicate where and how advertising might occur in the environment.

Marina Beach Resort Master Plan

Marina Beach, the most public use areas of the Marina along with Burton Chace Park, is located at the interface of the commercial/retail uses of the Marina and the predominantly residential leaseholds along Via Marina. Marina Beach is also located in close proximity to the primary gateway to the Marina from Washington Street. Many of the current uses and public facilities are aging and need substantial improvements.

Gruen Associates developed the overall vision for a Marina Beach Catalyst Project, as part of the Asset Management Study (ASM). This vision includes a "pedestrian-oriented environment offering a range of entertainment, cultural, and recreational activities". Three major ingredients include:

- an accessible waterfront with a varied choice of memorable public spaces;
- water-oriented leisure and recreational opportunities; and
- a rich mix of uses along the promenade located primarily on leaseholds.

Figure 2 of the ASM provides images of other active waterfront areas depicting potential activities and character of public spaces for Marina Beach. Gruen Associates also was the architect/landscape architect for refurbishment of Mother's Beach within an extremely limited budget.

Our overall design approach in preparing this Master Plan follows:

Background Analysis and Alternatives

- Start with the LCP and the 1997 Vision for the AMS, and update with new information from the recent Visioning Report. Analyze the areas entitlement and policies that guide development..
- Identify with Department of Beaches and Harbors Asset Management and Planning staff key issues, improvements planned for each of the leaseholds adjacent to Mother's Beach along Washington Street, on Palawan Way, and Panay Way, leaseholds not yet renegotiated, and review other recent relevant studies to the project provided by the County.
- Analyze site conditions with site diagrams and photographs. Identify specific opportunities and constraints related to pedestrian linkages, vehicular access, and parking locations, including the proximity and walkability from nearby residential area of the Marina and Venice Beach.

- Using base maps and aerials from the County, inventory existing conditions on the site with emphasis on pedestrian circulation and public use areas and their interface with private uses. Gruen places a high priority on understanding the intricacies of the project area, so we typically spend a day photographing and observing the area and assessing how public spaces are used throughout the day and how pedestrian activity is influenced by shade, shadows and changing traffic volumes. We will visit on a weekday or weekend day.

- Inventory uses on the site and make alternative recommendations for new uses and improvements to discuss with Department of Beaches and Harbors staff, the Design Review Board and Harbor Commission.

The Master Plan

The overall vision for the Marina Beach Master Plan will build upon and enhance the earlier vision outlined in the AMS responding to changing conditions and new inputs. Focusing on the water, Marina Beach is crescent shaped and generally consists of a series of public/private semi-circular segments that will be addressed in the Master Plan. These segments/elements and some of the key issues to be addressed include:

- The Water and Water Edges
  - Public recreational uses envisioned
  - Separation of boating activity from surrounding areas
  - Water quality in conjunction with Department of Beaches and Harbors Marine consultants under separate contract

- The Beach
  - Public recreational activities and improvements envisioned and architectural character and design
  - Public art

- The Waterfront Promenade, MarinaWalk and other public uses adjoining the public use facilities on the beach and in the leaseholds
  - Public activities envisioned and landscape and architectural design character of the promenade, the cabanas, the children's play area, beach furnishings, etc.
  - Views to the water and beach
  - Connections to the other uses and the surrounding area

- The adjoining resort development (leaseholds)
  - Recent improvement and expansion plans
  - Opportunities for leaseholds not renegotiated
  - Design treatment of resort development as it relates to the beach and the gateway to the beach
  - Pedestrian, bicycle, vehicular, and shuttle connections

- The gateway/intersection at Admiralty Way and Via Marina
  - Improvements to pedestrian crossings at the intersection to Marina Beach especially if the street is widened
  - Gateway improvements welcoming a visitor to the Marina and Mother's Beach and also establishing the resort's character.

In addition, the Master Plan will address parking, access, utilities, etc, issues that span all these segments.

The Master Plan will include a mixture of concise text, photographs and illustrative graphics to convey the image and design character detailed. Overall vision, objectives, alternatives investigated, design solutions, design guidelines, an action plan, and priorities will be provided. Emphasis will be placed on design concepts and recommendations to move the project beyond the current visionary process; however, these concepts will be flexible to last the 20 years between refurbishments.

Marina Portals and Water Taxi Landings

Marina gateways, parks, and water taxi landings will be designed to be a part of the overall image of Marina del Rey's established for the wayfaring devices, the streetscape of Admiralty Way and other streets, likely include public art. The entire team will work together to integrate these into the overall identity and image for the Marina. Our design process will be similar to that described for other elements: inventory, analysis, alternatives, and design plans.

Oxford Basin and Admiralty Park Renovation and Restoration

Gruen and Psomas will work with MDR staff, the Coastal Commission staff, and your Coastal Engineering Consultant to understand issues related to improving the overall water quality of the area, the feasibility of public access to the basin via a pathway, flood control issues, the feasibility of an elevated sidewalk in order to expand Admiralty Way into the basin. Gruen will prepare alternatives to improve the overall visual quality of both areas, including refurbishment of the Admiralty Park par course, new landscaping in the park and along the new residential walls, replacement of fencing around the Oxford Basin. Chris Hentzen, Gruen's senior landscape architect, has addressed similar issues related to water quality in the lake for the County of Los Angeles in the East Los Angeles Civic Center project. Psomas has addressed these issues in Playa Vista and other projects. The Master Plan will provide alternative design concepts and site plans to address these issues.

Architectural Lighting Standards

Gruen Associates in its Waterfront Promenade Guidelines recommended lighting fixtures and poles,. Gruen Associates will work closely with Francis Krahe & Associates in preparing the architectural lighting standards throughout the Marina that will address the effects of humidity and soil, as well as the quality and quantity of lighting.

Recommendations for Public Art

Gruen believes that public art should be incorporated throughout the Marina and has in the past included art in our Department of Beaches and Harbors projects for Zuma, Whites Point and Mother's Beaches. We also recommended public art locations in our Marina Walk Guidelines.

Merry Norris, Contemporary Arts, brings to this team public art expertise of a rare quality and experience. We also recommended public art locations in our Marina Walk Guidelines. As former president of the Los Angeles Board of Cultural Affairs Commission and co-founder of the museum of Contemporary Art, she has provided public art expertise to projects like the Los Angeles World Airport and the Los Angeles Convention Center Expansion.

Gruen Associates also has a long track record in working with artists and incorporating their efforts as a part of our projects. Most recently, Gruen coordinated all the art for the Pasadena Gold Line Project and are working with numerous artists in renovation of the East Los Angeles Civic Center. Potential services include identifying the most promising site for locating public art, developing a short list of candidate artists, assisting the Department in interviewing and selecting the best artist for each public art project, developing an art plan including budgets, overseeing the production and installation of artworks, and developing a maintenance plan for public artworks.

Design Review of Developer and lease Extension Projects and Other Professional Services
Gruen Associates team will assist the Department of Beaches and Harbors in presentations to the Design Control Board, Small Craft Harbor Commission, Regional Planning Commission and Board of Supervisors on an "as-needed" basis. The consultant(s) will provide professional and technical graphic design services to prepare preliminary design development drawings and final construction and fabrication drawings, prepare bid documents, prepare scheduling and cost estimates and provide construction management services. The contents of the drawings and specifications will be able to meet all required County Building and Safety and other required agency approvals. In the past, Gruen Associates has performed these services for numerous County projects including the Hollywood Bowl Expansion, East Los Angeles Civic Center Expansion and Park, Zuma Beach, Whites Point/Royal Palms and Mother's Beach in Marina del Rey.

5c. BENEFITS OF APPROACH TO BE TAKEN

As discussed in Section 5b, the design approach outlined has been time tested on our many projects. We use alternative design concepts and analytical analysis of these to reach consensus in design on a project. Our projects have been successfully implemented in California and throughout the world. Marina del Rey is a successful project that is 40 years old and in need of redevelopment of the public and private realm.

The Gruen approach ensures a constant information flow between the Gruen team and the responsible agencies, thereby keeping the Department informed of the team's work progress and receiving timely and accurate input to shape the direction and character of work performed. This close coordination is facilitated by the close physical location of the team to the Marina and the vast experience of the team members with the Marina.

A thorough understanding of the Marina environment, political, physical, and developmental, can only be obtained through years of experience in that environment. The learning curve for the Gruen team would be every low, allowing more energy and time for fresher and creative inputs for making the Marina a place of unique identity and vibrant character.

Because of the long-term leases concluded in the 1960s and early 1970s, the Department of Beaches and Harbors had very limited opportunity and/or leverage for making dramatic changes in the Marina toward enhancing its development effort. The AMS is the first significant redevelopment effort since the Marina's construction forty years ago. Because we feel this is our project, we want to be the team that brings this project into the 21st Century through design, public access and mobility improvements. Our team members are poised to bring fresh and imaginative ideas to meet this challenge. We appreciate your reviewing the resumes of key personnel in this section and past projects contained in other sections of this proposal.

5d. VALUE TO BE PROVIDED TO THE DEPARTMENT

Gruen Associates, located in Los Angeles and less than 30 minutes from Marina del Rey, and its multidisciplinary senior staff is are able to address complex issues quickly and efficiently providing value to the Department. In addition, we propose to combine the talents of those senior staff at Gruen Associates that are uniquely familiar with Marina del Rey's planning and the surrounding areas with other talented and innovative Gruen staff and subconsultants that are new to Marina del Rey. This way there is almost no learning curve and each of the team members bring to the project their experience from other marinas, entertainment centers, and mixed-use areas. Our cover letter contained in the beginning of this proposal summarizes our capabilities. We would like to emphasize the following key points:

- The senior members of the Gruen team has a thorough knowledge of the Marina's physical environment and the intricacies of ground leasing and management of the marina, including existing leases, lease extensions and RFP development proposals, parcelization, the areas under direct control of the Departments for public improvements, and plans and regulations affecting development in the Marina by the County, the California Coastal Commission, and other public entities. This in-depth knowledge will provide the Gruen team with realistic definitions of challenging opportunities where the imaginative and creative design ideas can be applied and implemented to produce the most dramatic changes for the 21st Century.

- Gruen brings to this project many years of experience in dealing with the Los Angeles County Department of Beaches and Harbors, the Small Harbor Commission and the Design Control Board. This experience brings with it an intimate knowledge of the Marina del Rey environment and the procedures of the various organization entities involved. Perhaps more importantly, because of this experience, the Gruen staff is keenly aware of the narrow window of opportunity which is presenting itself at this time when redevelopment projects are being considered through the lease extension and/or RFP process and when improvements of the County-controlled public areas are about to be made. It is the most opportune time to develop a vigorous program for design quality, image, signing systems, color, streetscaping, public facility improvements and mobility improvements which will result in making the Marina del Rey a distinct and special place in Southern California where people enjoy to live, visit and recreate.

- Gruen is most experienced in directing and managing a multidisciplinary team. Please review the resumes of Ki Suh Park and Elaine Carbrey.

- Gruen has a large, experienced, versatile, talented staff, including experts in many disciplines, which are relevant to the scope of work of this project. Urban planners of singular reputation; architectural designers of major structures world-wide; experienced landscape architects; a strong department specializing in construction drawings; and construction management experience with a multitude of large and complex projects; significant experience with parking analyses and parking structures; all these assets are available in one location, in close proximity to the Marina del Rey.

- The Gruen team includes subconsultants of particular experience and talents, which are uniquely suited to the scope of work and to the environment of this project. *Sussman/Prejza & Company, Inc.* is one of the world's foremost design firms producing environmental and urban graphics. Their experience ranges from the design of the 1984 Olympics to the seminal wayfinding signing programs for Rainbow Harbor at Queensway Bay, Long Beach, and East Washington Boulevard in Culver City; and to the new graphics identity for the City of Santa Monica and its Big Blue bus transit system. *Merry Norris Contemporary Art* brings to this team public art expertise of a rare quality and experience. Merry Norris has rendered professional consulting and curatorial services since 1978. A former president of the Los Angeles Board of Cultural Affairs Commission and co-founder of the Museum of Contemporary Art, she has provided public art expertise to projects like the Los Angeles World Airports and the Los Angeles Convention Center Expansion. Our transportation/traffic engineers and civil engineers are experienced in technical aspects, but also in consensus building. They have also all previously worked with Gruen.

See Item 1 of this section for a more detailed discussion of staffing and Item 8 of this section for resumes.

6. GRAPHICS CAPABILITIES

Describe your ability to produce high quality graphics to the County.

Over the years, Gruen's planning, architecture and graphics staff members have provided graphics design services to the Department. Our senior graphics staff prepared the computer-generated overall base map for Marina del Rey and has used this in preparing numerous high-quality graphics for the Department on an as-needed basis. In the last several years, we have greatly expanded our digital graphics capabilities. We have scanners and the latest 8-1/2" x 11", 11" x 17", and poster size color printers to produce the text-sized and larger graphics. In addition, our architects and landscape architects utilize CADD and GIS to create large-scale black-and-white or color computer images. The staff is familiar with graphic techniques and coordinates with outside vendors when appropriate. For wayfinding devices and commercial signage, Sussman/Prejza & Company, Inc. will serve as our subconsultant.

7. QUALITY CONTROL

a. Who will inspect the contract work and how often will each area be inspected?

b. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

Ki Suh Park and Elaine Carbrey as the designated Contractor's Representative and Assistant Representative respectively, will inspect the contract work as often as necessary to produce the highest possible quality of service for each work order for on-time and on-budget delivery. In addition, each work order has its designated principal leader who will direct, inspect, refine, and complete the work order assignment. The leader for each work order will be responsible for correcting any deficiencies reported by the Department or discovered internally, under the overall supervision of Ki Suh Park and Elaine Carbrey.

The key to Gruen's successful internal quality assurance program is the extensive experience of the assigned staff as they apply the firm's quality control procedures and standards established over the years. Ki Suh Park will be in charge of quality assurance for all services to be provided by the Gruen team.

Our consultant services can be divided into two major categories:

- Those involving non-construction activities on the part of the Contractor
- Those involving construction documents and construction administration services by the Contractor.

Non-Construction Related Work Orders

Our procedure for maintaining the highest quality of services will consist of the following:

- The best way to achieve quality control is to assign the most qualified staff member for a particular work order, especially with the one who has the best track record of performance.
- As we have indicated in the management organization, the principal leader to be assigned to each work order will directly perform the services with assistance from the technical staff.
- The Contractor's Representative and the Assistant Contractor's Representative will monitor and review the work and work product prior to submitting it to the Department.
- A stringent procedure is developed to check for errors and omissions and the quality of content, including any corrective actions.

Work Orders Involving Construction Documents and Construction Administration Services

For those work orders involving preparation of construction documents and construction administration, we plan to apply Gruen's standard quality control procedures. They are as follows:

- The quality assurance program begins with the initial discussions with the Department's representatives regarding the scope of our work, and continues past the completion of construction. Gruen maintains quality assurance handbooks, which will be utilized by our staff throughout the project. The leader of each work order will maintain notebooks to record all pertinent information gathered from the outset of the project until the completion of the construction phase of the work. These notebooks are used to memorialize, monitor and review the progress of our efforts throughout the entire process. We also maintain a consecutively numbered memo system for all outgoing correspondence to assist in its tracking.

- To further improve our efficiency, we continue to update our software to produce project drawings, which currently is Architectural Desktop 3.3. Our AutoCAD drawings are used as base files for our consultant's work, assuring accurate drawing coordination. The quick transfer of data, via email or disk, reduces communication time and improves the whole team's efficiency.

- Gruen will monitor the quality of the work performed by its own staff through a number of means. Design drawings will be checked at the quarter point, midpoint and end of each design phase to assure conformance to the program and the budget.

- The quality of the work of our subconsultants will be monitored in much the same way. One key to Gruen's success is its ability to be very specific with the instructions to its subconsultants. We will provide the subconsultants with detailed lists of deliverable products for each phase and specific dates for the delivery of same. The subconsultants will be expected to meet regularly with Gruen Associates and the Department's representatives in working sessions.

- Gruen has extensive experience successfully working with municipal and county public works agencies. We believe that the key to this success is the early series of meetings that we set up during the pre-design and schematic phases with such agencies, the client and the architect. During these meetings, we attempt to empathize with the local officials and strive to develop understanding and consensus between both parties. We have found that this eliminates "surprises" that arise if the local officials and the architects are not properly informed on the details of the project.

- For those work orders involving construction-related projects, a construction coordinator will be designated by the Contractor's Representative. The construction coordinator will make periodic scheduled visits to the project site to observe the construction progress to confirm that the construction is proceeding in accordance with the construction documents. The frequency of such site visits will be established based on the scope and schedule of the construction contract in consultation with the Department's representatives.

- For landscape architectural improvements, our senior landscape architect will visit the project site to observe the construction progress in order to confirm that the construction is proceeding in accordance with the construction documents. The frequency of field

observations depends upon the nature of a specific work order and its construction schedule. It is extremely difficult at this time to specify the frequency of scheduled or unscheduled field observations.

c. ***If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your company respond?***

The Gruen team is committed to an immediate response. In this regard, please check our references.

d. ***How will you cover unexpected worker and supervisor absences?***

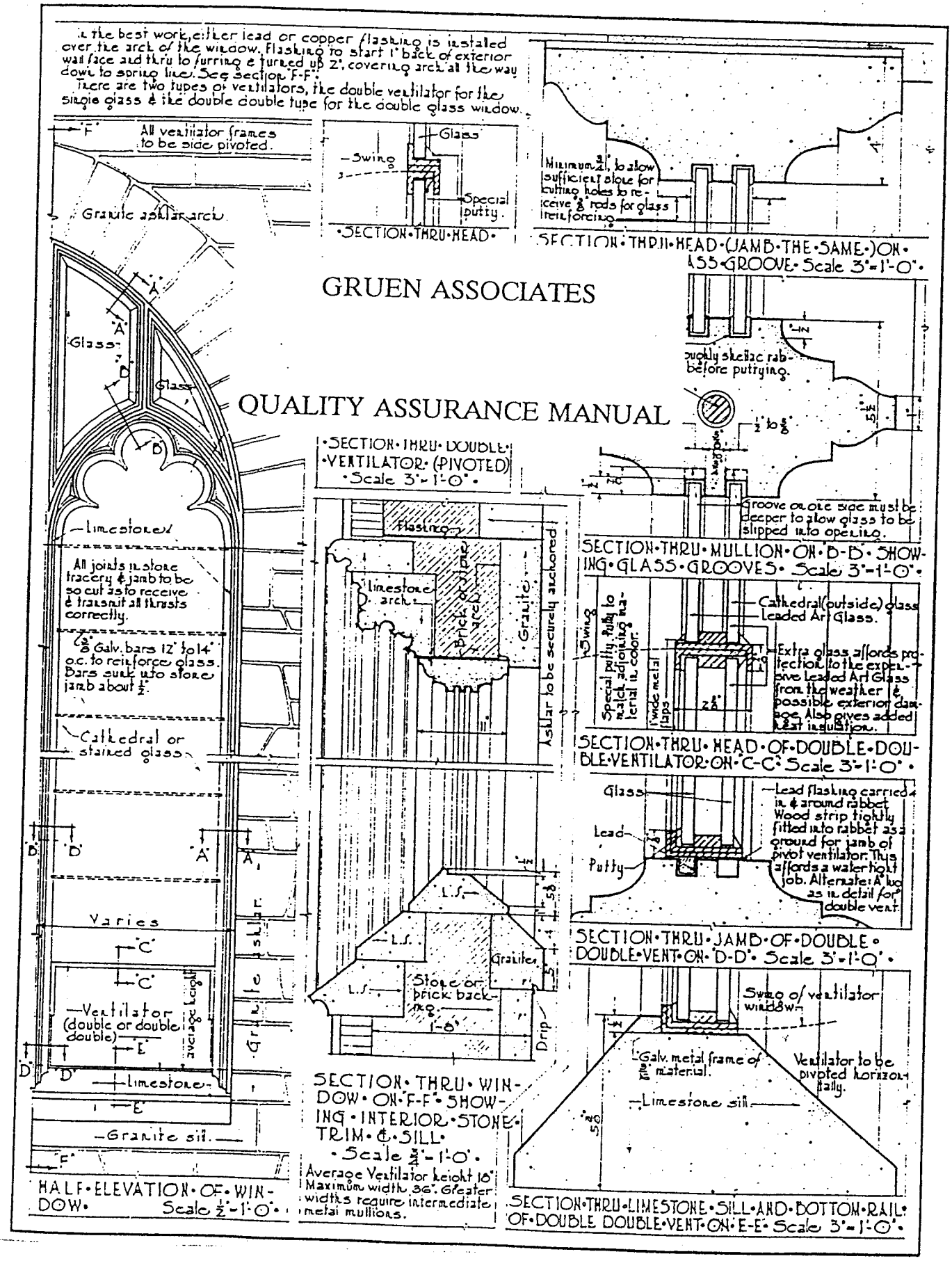
During unexpected absences, Ki Suh Park, the Contractor's Representative, will be covered by Elaine Carbrey, the Contractor's Assistant Representative or by Kurt Franzen. In addition each work order leader will have seasoned staff members who will easily take over the leadership in the event of unexpected absences by its work order leader. Not only is Gruen Associates a multidisciplinary firm, but also its senior members are individually multidisciplinary by education and experience. Therefore, each senior member can easily be covered by one of the other senior members.

e. ***If you have a written quality control plan, inspection plan or written procedures for your staff and supervisors, please attach them.***

Gruen Associates has a Quality Assurance Manual of over sixty pages. It would be impractical to submit it with this proposal. Instead we have attached its cover and table of contents pages (Figures P-2-2 and P-2-3)

8. ADDITIONAL INFORMATION (Attach pages if necessary):

The resumes of the Gruen team's personnel are attached for your review.



In the best work, either lead or copper flashing is installed over the arch of the window. Flashing to start 1" back of exterior wall face and thru to furring & turned up 2", covering arch all the way down to spring line. See section "F-F".
There are two types of ventilators, the double ventilator for the single glass & the double double type for the double glass window.
All ventilator frames to be side pivoted.
Granite ashlar arch
Glass
Limestone
All joints in stone tracery & jamb to be so cut as to receive & transmit all thrusts correctly.
3/8" Galv. bars 12" to 14" o.c. to reinforce glass. Bars sunk into stone jamb about 1/2".
Cathedral or stained glass
Varies
Ventilator (double or double double)
average height
Granite ashlar
Granite sill
HALF-ELEVATION-OF-WINDOW. Scale 1/2"-1'-0".
Glass
Swing
Special putty
SECTION-THRU-HEAD.
Minimum 3/4", to allow sufficient stone for cutting holes to receive 3/8" rods for glass reinforcing
SECTION-THRU-HEAD-(JAMB-THE-SAME-)ON-GLASS-GROOVE. Scale 3"-1'-0".
GRUEN ASSOCIATES
QUALITY ASSURANCE MANUAL
Roughly shellac rabbet before puttying.
1/2" to 5/8"
Groove on one side must be deeper to allow glass to be slipped into opening.
SECTION-THRU-MULLION-ON-B-B-SHOWING-GLASS-GROOVES. Scale 3"-1'-0".
SECTION-THRU-DOUBLE-VENTILATOR-(PIVOTED) Scale 3"-1'-0".
Flashing
Limestone arch
Brick or stone arch
Granite
Ashlar to be securely anchored
Cathedral (outside) glass
Leaded Art Glass.
Extra glass affords protection to the expensive Leaded Art Glass from the weather & possible exterior damage. Also gives added heat insulation.
Special putty, putty to match adjoining material in color.
1" wide metal flaps
SECTION-THRU-HEAD-OF-DOUBLE-DOUBLE-VENTILATOR-ON-C-C. Scale 3"-1'-0".
Glass
Lead
Putty
Lead flashing carried in & around rabbet. Wood strip tightly fitted into rabbet as a ground for jamb of pivot ventilator. This affords a watertight job. Alternate: A lug as in detail for double vent.
SECTION-THRU-JAMB-OF-DOUBLE-DOUBLE-VENT-ON-D-D. Scale 3"-1'-0".
L.S.
Granite
Stone or brick backing
Drip
SECTION-THRU-WINDOW-ON-F-F-SHOWING-INTERIOR-STONE-TRIM-&-SILL. Scale 3/4"-1'-0".
Average Ventilator height 18". Maximum width 36". Greater widths require intermediate metal mullions.
Swing of ventilator window
Galv. metal frame of 3/16" material.
Ventilator to be pivoted horizontally.
Limestone sill
SECTION-THRU-LIMESTONE-SILL-AND-BOTTOM-RAIL-OF-DOUBLE DOUBLE-VENT-ON-E-E. Scale 3"-1'-0".

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KI SUH PARK, FAIA, FAICP
Design and Managing Partner

EDUCATION

Bachelor of Arts in Architecture (Summa Cum Laude and Phi Beta Kappa), University of California, Berkeley

Master in Architecture, Massachusetts Institute of Technology

Master in City Planning, Massachusetts Institute of Technology

PROFESSIONAL REGISTRATION/ AFFILIATION

Fellow, the American Institute of Architects

Fellow, the American Institute of Certified Planners

Honorary Fellow, the Korean Institute of Architects

Certified by NCARB

Registered Architect in Seven States:

- California
- Texas
- New York
- Arizona
- Pennsylvania
- Nevada
- Washington

PROFESSIONAL EXPERIENCE

Ki Suh Park directs the world-wide architecture, planning, transportation, environmental, landscape architecture, and interiors activities of Gruen Associates. Mr. Park is one of a handful of Asian Americans currently heading a major architectural and planning firm.

Mr. Park is the first Korean American to be named in 1986 to the College of Fellows of the American Institute of Architects. He is the recipient of the 1994 Whitney M. Young, Jr. Award from the AIA for significant contributions to society. In the same year, Mr. Park successfully carried out the responsibilities as the AIA/LA Host Chapter Committee Chair for the 1994 AIA National Convention held at the expanded Los Angeles Convention Center for which he served as its architect. In April 1999, Mr. Park received the Lifetime Achievement Award for Distinguished Service from the AIA California Council. In December 2003, he was inducted as an Honorary Fellow in the Korean Institute of Architects.

From 1971 through 1974, he served as the chairman of the Citizens Advisory Committee for Transportation Quality for the U.S. Secretary of Transportation. Mr. Park is the recipient of the 1991 Distinguished Leadership Award from the California Chapter of the American Planning Association. In January 1999, he was elected as a Fellow in the founding class of the College of Fellows of the American Institute of Certified Planners.

Mr. Park arrived in the United States from his native South Korea in 1953. He received his BA in Architecture from the University of California at Berkeley in 1957. After receiving two graduate degrees from Massachusetts Institute of Technology, one in architecture (1959) and the other in city planning (1961), Mr. Park joined Gruen Associates in 1961, was named Vice President in 1968, Partner in 1972, and Managing Partner (CEO) in 1981.

Under his leadership, Gruen Associates has greatly expanded its professional activities in the United States and overseas. Mr. Park is a truly multidisciplinary and multi-perspective professional, as well as an effective team leader of allied professionals, who in his 43 years of practice has made significant innovation and achievements. He is an architect with a bold vision, a planner with a social conscience, and a community leader with empathy.

PLANNING, TRANSPORTATION, AND ENVIRONMENTAL PROJECTS

- Marina Del Rey Architectural and Planning Consultation (1965-2001)
- Marina Del Rey RFP and Lease Extension Proposal Evaluation (1998-2001)
- Marina Del Rey Urban Planning and Design Consulting Services (2001-03)
- Palmdale Airport Master Plan, Los Angeles World Airports (2004)
- Temple Israel of Hollywood Expansion, Los Angeles, CA (2003-04)
- Los Angeles to Pasadena Metro Gold Line Project Management, L.A. (2000-03)
- North-South San Fernando Valley Transit Corridor Study, L.A. (2001-03)
- Overview Assessment of Riverside County Council Building and Miceli Library, Riverside (1999-2000)
- Conceptual Plans for the University of California Riverside Law School, Riverside, CA (1999-2000)
- Grossmont Trolley Station Master Plan, La Mesa, CA (1999-2000)
- Orange County Centerline Urban Rail Project, Station and Urban Design Alternatives for Fullerton and Costa Mesa, CA (1998-99)

- San Fernando Valley East-West Transit Corridor MIS/EIR/EIS, L.A. County MTA (1999-2002)

- New Carrollton Metro Station, Prince George's County, MD, Washington Metropolitan Area Transit Authority (1972-78)
- San Diego Rail Environmental Project, San Diego (1987-89)
- San Fernando Valley East-West Rail Project, Route Location, Design and Environmental Assessment, L.A. (1985-97)
- The Century-El Segundo Rail Project, L.A. County (1992)
- Northeast Sacramento Rail Projects, Sacramento, CA (1989)
- Denver Regional Transit Project, Denver, CO (1977-78)
- BART Environmental Project, San Francisco Bay Region (1972-78)
- I-105 (Century) Freeway Transitway, Route Location, Design and Environmental Assessment, L.A. County (1969-93)
- I-105 (Century) Freeway Replenishment Housing Program (1981-82)
- I-10 Freeway and Busway, Route Location, Design and Environmental Assessment, Phoenix (1973-90)
- San Antonio North Expressway Study, San Antonio, Texas (1970-71)
- Greater Crenshaw Community and Economic Development, L.A. (1960s)
- Redondo Beach King Harbor and Central Area Redevelopment Plan (1961-72)
- Kapalua Resort Master Planning, Maui, Hawaii (1968-70)
- South Coast Plaza and Town Center Planning, Costa Mesa (1964-86)
- Central Phoenix Development Plan, Phoenix, AZ (1984-85)
- Central City Plans for Minneapolis, Oklahoma City, Boulder (Colorado), and Honolulu (1970s-1990s)
- New Community Plans for Valencia and Terra Vista in CA (1961-97)
- Beverly Hills Triangle Urban Design Program, Beverly Hills (1992-93)
- Wilshire Boulevard Median Landscaping, Beverly Hills (1994)
- Westwood Village Specific Plans, Streetscape, and EIR, L.A. (1973-97)
- Universal City Master Planning, Universal City (1992-95)
- Section 14 Master Development Plan/Specific Plan, Palm Springs (1995-97)
- University Avenue Strategic Development Plan, Riverside, CA (1990-95)
- Santa Monica Boulevard Transit Parkway, L.A. (1996-98)
- Inchon New Port and Outer Islands Master Plan, Inchon, South Korea (1995-98)
- Suyoung Bay Area Waterfront Development, Pusan, South Korea (1994-96)
- Song-do Resort Area Development, Inchon, South Korea (1995-97)
- Manado Resort, Manado, Indonesia (1990-92)
- Dong Yang Master Plan, Inchon, South Korea (1995)
- Han Hwa Master Plan, Inchon, South Korea (1995)

ARCHITECTURAL PROJECTS

- Equitable City Center, L.A. (2001-06)
- Los Angeles Convention Center Expansion (1984-97)
- Renée and Henry Segerstrom Concert Hall, Orange County Performing Arts Center, Costa Mesa, CA (2000-06)
- LA Open Door Presbyterian Church, L.A. (2001-06)
- The Center for Early Education, West Hollywood (1996-2003)
- Luxe Summit Hotel Bel Air Banquet Hall, L.A. (1998-2004)
- Eighth Street Hotel, L.A. (2001-02)
- Citibank and PT Bank Mandiri Towers, formerly known as Bapindo Towers, Jakarta, Indonesia (1992-97)
- Daehan Kyoyuk Insurance Co. Tower, Seoul, Korea (1974-79)
- Munger Science Center, Harvard-Westlake School, L.A. (1992-95)
- Koreatown Plaza, L.A. (1985-2004)
- Santa Monica Five Parking Structures and Landscaping, Beverly Hills (1991)

- South Coast Plaza, Costa Mesa (1965-98)
- Agro Plaza, Jakarta, Indonesia (1991-94)
- Santa Anita Fashion Park, Santa Anita, CA (1975-79)
- Asiana Plaza, Ho Chi Minh City, Vietnam (1994-97)
- Inter-Continental Hotel, Ho Chi Minh City, Vietnam (1994-97)
- Salick Comprehensive Cancer Center, L.A. (1985-88)
- Korean Air Flagship Lounge, Terminal 1, JFK International Airport (1997-98)
- Grand Plaza Hotel of Beverly Hills, Beverly Hills (1996-2000)
- Lladró Store on Rodeo Drive, Beverly Hills (1995-97)
- Louis Vuitton Store on Rodeo Drive, Beverly Hills (1998-99 / 2003-05)
- Louis Vuitton Store, San Francisco (2000)
- Louis Vuitton Store, Mexico City (2000-04)
- Louis Vuitton Stores, Western United States (2000-04)
- Fred Joaillier on Rodeo Drive, Beverly Hills (1999)
- De Beers Store on Rodeo Drive, Beverly Hills (2004-05)
- Dolce & Gabbana Store on Rodeo Drive, Beverly Hills (1999-2000)
- Christian Dior Store on Rodeo Drive, Beverly Hills (2000-02)
- MGM Grand Office, Beverly Hills (1999)
- Lladró Stores and Galleries (1997-2004)
- Lladró at Grand Canal Shoppes, The Venetian, Las Vegas (1998-99)
- Monterey Park Center, Monterey Park, CA (1988-92)
- Century Plaza, Jakarta, Indonesia (1991-92)
- Kelapa Gading Convention Center, Theme Park and Shopping Center, Jakarta, Indonesia (1994-96)
- Jatinegara Plaza, Jakarta, Indonesia (1993-94)
- Phileo Promenade, Kuala Lumpur, Malaysia (1994)
- Phileo Allied, Kuala Lumpur, Malaysia (1994)
- Kelapa Gading Apartment Towers, Jakarta, Indonesia (1994-95)
- Ngurah Rai Retail Center, Bali, Indonesia (1993-94)

PUBLIC SERVICE ACHIEVEMENTS

- Member, Crenshaw Neighbors, Inc. (1960s)
- Chairman of the Citizens Advisory Committee for Transportation Quality for the U.S. Secretary of Transportation (1971-74)
- Chairman of the Board, Korean American Coalition (1994-96)
- Executive Committee Member of the Board, Rebuild L.A. (1992-97)
- AIA/LA Host Chapter Committee Chair for the AIA National Convention (1993-94)
- Member of the Board of Councilors, School of Urban and Regional Planning, University of Southern California (1987-94)
- Adjunct Professor, School of Architecture, University of Hawaii at Manoa (1999-2004)

Member of the Board of Trustees
- The UCLA Foundation (1996-2004)
- The John Wayne Cancer Institute (1996-2004)
- Pacific Asia Museum (1988-98)
- The Harvard-Westlake School (1990-2004)
  Chairman of the Building & Grounds Committee (1993-98)

Member of the Board of Directors
- Los Angeles World Affairs Council (1995-2004)
- Public Policy Institute of California (2000-04)
- Chairman of the Board, Korean American Museum (2002-04)
- Community Advocates, Inc. (2002-04)
- National Board of Korean American Coalition (2003-04)

- LEAP, Leadership, Education for Asian Pacifics, Inc. (1992-94)
- The Coalition, individuals committed to improving ethnic relations in the City of Los Angeles organized by the L.A. Mayor, Richard Riordan (1991-94)
- Chairman of the Korea Festival sponsored by the Asia Society (1993-94)
- President of the Korean Institute of Architects for Southern California (1987-90)
- Asia-Pacific Center for Architecture (1999-2004)

Member of the Board of Governors
- The Los Angeles County Museum of Natural History (1996-2004)
- The California Community Foundation (1995-2004)

Member of the Advisory Committee or Board
- Southern California Center of the Asia Society (1992-2003)
- Koreatown Specific Plan, Chairman (1980s)
- Asian American Architects/Engineers Association (1990-2004)
- Member of the Citizens Committee to Support the Report of the Independent Commission on the L.A. Police Department headed by Warren Christopher, former U.S. Secretary of State (1991)
- Chairman, Master of Planning Program Advisory Board, School of Policy, Planning, and Development, University of Southern California (2003-04)
- Center on Philanthropy and Public Policy, School of Policy, Planning, and Development, University of Southern California (1999-2004)

PROFESSIONAL ACCOMPLISHMENTS

Listed below is a summary of Mr. Park's professional endeavors which demonstrate exceptional accomplishments:

- 1972 AIP Awards, Southern Section, as well as California Chapter - Greater Normandie Neighborhoods, Residential Regeneration Strategies and Programs
- 1974 AIP Awards, Southern Section, as well as California Chapter - Transportation Plan Evaluation Process (planning methodology)
- 1983 APA Meritorious Program Award, Los Angeles Section - Century Freeway Replenishment Housing Plan, Los Angeles County
- 1983 APA Meritorious Program Award, Los Angeles Section - Pacific State Park Recreation Area Investigation/Feasibility Study and Pan Pacific Auditorium Adaptive Reuse Proposal, Los Angeles
- 1985 APA Outstanding Planning Awards, Los Angeles Section, as well as California Chapter - Beach Properties Improvement Plan, Los Angeles County
- 1986 Fellow, The American Institute of Architects, the first Korean-American to be named to the AIA College of Fellows
- 1987 Los Angeles Business Council Urban Beautification Award - Santa Monica Five Parking Structures, Beverly Hills
- 1989 AIA Design Award, Los Angeles Chapter - Santa Monica Five Parking Structures, Beverly Hills
- 1990 AIA Design Merit Award, California Council - Salick Comprehensive Cancer Center, Beverly Hills
- 1990 Outstanding Achievement Award from the Asian American Architects/ Engineers Association
- 1991 APA Distinguished Leadership Award, California Chapter
- 1993 APA Implementation Award, Los Angeles Section - Westwood Village Specific Plan and Westwood Village Streetscape Design Concept Plan
- 1994 AIA Whitney M. Young, Jr. Award for significant contributions to society
- 1994 AIA Presidential Citation Award, California Council and L.A. Chapter
- 1995 APA Comprehensive Planning Awards, Los Angeles Section, as well as California Chapter - Glendale Boulevard Corridor, Los Angeles

- 1995 City of Los Angeles Cultural Affairs Commission Pride in Civic Architecture Award - The Los Angeles Convention Center Expansion
- 1995 Design for Transportation Honor Award for I-70 in Glenwood Canyon, Glenwood Canyon, Colorado by the U.S. Secretary of Transportation and Chairman of the National Endowment for the Arts
- 1996 Overseas Compatriot's Award from the Korean Broadcasting System (KBS) which was given to an overseas Korean who has made a significant world-wide contribution to the arts, business and industry
- 1998 AIA Design Excellence Merit Award, California Council - The Los Angeles Convention Center Expansion
- 1999 Fellow, The American Institute of Certified Planners (the founding class of the College of Fellows)
- 1999 Lifetime Achievement Award for Distinguished Service, AIA California Council
- 2000 Presidential Design Achievement Award from President Bill Clinton for the Interstate 70, Glenwood Canyon, Colorado
- 2003 Distinguished Citizen Award from Harvard-Westlake School
- 2003 Honorary Fellow, The Korean Institute of Architects
- 2004 Alumni of the Year, East Los Angeles College

ELAINE V. CARBREY, AIA, AICP
Associate Partner

EDUCATION

Bachelor in Architecture, Louisiana State University (Phi Kappa Phi)

Received the AIA Medal and Certificate, the Dean's Award in the School of Environmental Design, and the M.N. Davidson Scholarship

PROFESSIONAL REGISTRATION/ AFFILIATION

Registered Architect in California

Member, American Institute of Architects

Member, American Institute of Certified Planners

Member, Lambda Alpha, an Honorary Land Economics Society

PROJECT AWARDS

OCTA Bus Rapid Transit Station Plan
- *2003 APA Focused Issue Planning Award, Orange County Section*

Grossmont Trolley Station Transit-Oriented Development Feasibility Planning Study
- *2001 Outstanding Planning – Planning Implementation, San Diego Section*

San Fernando Valley East-West Transit Corridor
- *2000 APA Focused Issue Planning Award, Los Angeles Section*
- *2003 Rail-Trail Design Recognition Award, Rails to Trails Conservancy and the American Society of Landscape Architects*

Westwood Village Specific Plan and Streetscape Design Concept Plan
- *Planning Implementation Large Jurisdiction Award Los Angeles Section of California Chapter of APA*
- *City of Los Angeles Cultural Affairs Commission Design Excellence Award*

PROFESSIONAL EXPERIENCE

Ms. Carbrey joined Gruen Associates in 1969, was named Head of Planning in 1972, an Associate in 1973, a Vice President in 1984, and an Associate Partner in 2002. Her present responsibilities encompass administrative functions for the Planning Department, as well as participation on a full range of urban and regional planning, land use, urban design, master planning, transit, new communities planning, transportation, environmental assessment, and architectural project activities.

Ms. Carbrey has been project manager, principal planner, and urban designer for various planning projects, which have been implemented and have included public and private improvements. Many of these have been complex developments, which have encompassed a balance of needs for a variety of interest groups. She is experienced in working for the public and private sectors and has directed and/or participated in many educational, city and regional planning, urban design, and architectural site planning studies. She has been deeply involved in transportation alternatives and environmental studies.

MARINA DEL REY PROJECTS

Ms. Carbrey has been involved as a planner and urban designer for Marina Del Rey projects for over 20 years. Her most recent projects include:

- Marina Del Rey's Waterfront Promenade Design Guidelines
- The MarinaWalk – marina City Club Waterfront Promenade
- Asset Management Strategy

URBAN DESIGN, REVITALIZATION PLANS AND STREETSCAPE PROJECTS

- Lincoln Boulevard Mobility Urban Design Concepts, L.A.
- Mixed-Use and Pedestrian Linkage Project, Monterey Park, CA
- Santa Monica Boulevard Transit Parkway Project - Phase II, L.A.
- Section 14 Master Development Plan/Specific Plan, Palm Springs, CA
- Westwood Village Specific Plan, Streetscape, and EIR, L.A.
- Mixed-Use Strategic Implementation Plan, La Mesa, CA
- Los Angeles Avenue Streetscape Improvement Project, Simi Valley, CA
- Glendale Boulevard/Route 2 Freeway Terminus Improvement Project, L.A.
- Fair Oaks/Orange Grove Specific Plan, Pasadena, CA
- Hollywood Boulevard BID Vision and Concept Plan, Hollywood, CA
- University Avenue Strategic Development Plan and Specific Plan, Riverside, CA
- University Extension Feasibility Study, Riverside, CA
- Mixed-Use Concepts for Town/Gown Area of Riverwalk, Riverside, CA
- Los Angeles Neighborhood Initiative: Community Revitalization Projects, L.A.
- East Washington Boulevard Streetscape Plan, Pasadena, CA
- University Avenue Streetscape Plan, Riverside, CA
- Beverly Hills Triangle Urban Design/Streetscape Program, Beverly Hills
- East Pasadena Specific Plan Revision, Pasadena, CA
- Westside Parkway Urban Design, Bakersfield, CA
- Traffic, Parking and Urban Design Study for the Pier Area and Ongoing Planning, Oceanside, CA
- Community Plan Revision Program, L.A.
- Sterling Homes Specific Plan and EIR, Oceanside, CA
- 24th Street and Camelback Road Urban Design/Impact Study, Phoenix, AZ

- A Commercial Business Revitalization Program, L.A. County

NEW COMMUNITY/MASTER PLANNING PROJECTS

- The Center for Early Education Master Plan, West Hollywood, CA
- Palmdale Airport Master Plan, Los Angeles County, CA
- Planning for USC's Real Estate Development Corporation, L.A.
- La Sierra University Specific Plan (River Walk), Riverside, CA
- Loma Linda University Projects, Riverside and San Bernardino Counties, CA
- The Central Phoenix Development Plan, Phoenix, AZ
- Terra Vista Community Plan/Specific Plan, Rancho Cucamonga, CA
- Hollywood Park Master Plan, Inglewood, CA
- Admiralty Place, L.A.
- Transit-Oriented Development Concept Plan Alternatives for RCC, Riverside, CA
- Tres Hermanos Ranch, L.A.
- Arlanza/La Sierra Community Development Plan, Riverside, CA
- John F. Long "Hometown", Phoenix, AZ
- Briargate, Colorado Springs, CO
- Sahara Lake City, India
- Way Halim Permai Town Center and New Community, Sumatra, Indonesia
- Master Plan for Government of Antigua
- Waterwood, TX
- Manado Resort/Golf Course, Sulawesi, Indonesia
- Paso Village Resort, Sulawesi, Indonesia
- Siladen Island, Sulawesi, Indonesia
- Kom-dan Concept Development Plan, Seoul, South Korea
- Han Hwa Master Plan, Inchon, South Korea
- Dong Yang Master Plan, Inchon, South Korea
- Sihung Project, Sihung City, South Korea
- Planning Consulting Services for Marina del Rey, CA
- Business Center and Transit-Oriented Development, Seoul, Korea
- Phase III General Plan Implementation Program, City of Industry, CA

TRANSPORTATION/URBAN DESIGN AND ENVIRONMENTAL PROJECTS

- Bus Rapid Transit Plan, Orange County Transit Authority, Orange, CA
- San Fernando Valley East-West Transit Corridor MIS/EIS/EIR, L.A. County
- Long Beach Transit Bus Stop Amenities Design Project, Long Beach, CA
- North/South San Fernando Valley Transit Corridor MIS, L.A. County
- Grossmont Trolley Station TOD Feasibility Study, La Mesa, CA
- Urban Rail Project for the Cities of Fullerton and Costa Mesa, CA
- Santa Monica Boulevard Transit Parkway Environmental Impact Report, Land Use and Visual Sections, L.A.
- Glendale Boulevard/Route 2 Terminus PSR Urban Design, Los Angeles
- Hollywood Park Retail/Entertainment Center and Distribution Center Plans and Environmental Impact Report, Inglewood, CA
- Glendale Municipal Transportation Center Specific Plan, Glendale, CA
- Nicholson Lane Metro Station Planning, Maryland
- The Central Expressway (I-235) Urban Design and Planning Elements, Oklahoma City
- Bay Area Rapid Transit System Impact Study, San Francisco area, CA
- Hollywood Park Stadium Environmental Impact Report, Inglewood, CA
- Music Dome, Card Club, Casino, and Police Station EIR, Inglewood, CA
- Watt Housing Environmental Impact Report, Inglewood, CA
- The Ruidoso Valley and Mescalero Apache Indian Reservation EIS (in conjunction with the 300-mile U.S. 70 Corridor Study), New Mexico

KURT FRANZEN, AIA
Partner

EDUCATION

Bachelor of Arts in Architecture, University of Southern California

Master in Urban and Regional Planning, University of Southern California

PROFESSIONAL REGISTRATION/ AFFILIATION

Registered Architect in California, New York, Florida Colorado and Arizona

Certified by the National Council of Architectural Registration Boards

Member, American Institute of Architects

PROFESSIONAL EXPERIENCE

Mr. Franzen has a strong background in the management of major projects and the direction of these projects from design through the construction documentation and construction administration phases. In addition to his responsibilities as Partner-in-Charge of a wide range of architectural and planning projects, Mr. Franzen directs the activities of the Architectural Production Department.

Mr. Franzen has extensive experience in major land planning projects including planning, development and implementation programming; continuous liaison with consulting firms regarding implementation of individual projects with the master plan of development; and extensive coordination with public and private agencies.

He has participated in land planning, programming and ecological studies for large land parcels in Ecuador, Florida, Oregon, Virginia, Wyoming, Arizona and California. Among these is McCormick Ranch, Scottsdale, Arizona, planned as a resort and residential community. Over 5,500 housing units, hotels, commercial centers, a greenbelt system containing lakes and golf courses, and major community facilities are completed.

Additionally, he was Project Coordinator for the master planning and architectural review process for King Harbor in Redondo Beach, California. In this capacity, Mr. Franzen was a member of the harbor board whose responsibilities included an examination of proposed developments and their design so they would be consistent with the original master plan developed for the harbor and its related facilities. He has also functioned in a similar capacity at Marina Del Rey in Los Angeles County. This included the master planning effort and the design review of new projects and proposed revisions of existing developments.

He has been an instructor at the University of Southern California's School of Urban and Regional Planning, teaching a graduate-level comprehensive planning, urban renewal and regional planning.

PLANNING AND LARGE-SCALE DEVELOPMENT PROJECTS

- Will Rogers State Beach General Refurbishment Project, L.A.
- Isidore B. Dockweiler State Beach General Refurbishment Project, L.A.
- Bikeway Extension at Will Rogers State Beach, L.A.
- The Marina Median Refurbishment Project, Marina Del Rey, CA
- The Marina Del Rey Waterfront Promenade Design Guidelines
- Los Angeles Trade Technical College South Campus, L.A.
- Los Angeles Avenue Streetscape Improvement Project, Simi Valley, CA
- East Washington Boulevard Facade Improvement Planning, Pasadena, CA
- Fair Oaks/Orange Grove Specific Plan, Pasadena, CA
- Pasadena City College Master Plan, Pasadena
- Sahara Lake City Master Plan, India
- Plan of Development for the Central City Area, San Bernardino
- Pan Pacific Auditorium Renovation Program, L.A.
- Pacific Gateway, L.A.
- Golden Mall Conversion, Burbank, CA
- Los Angeles Corporate Center, Monterey Park, CA
- WESTDIV Master Plan, San Bruno, CA

- Briargate Master Plan, Colorado Springs, Colorado
- City of Industry Plan of Development, City of Industry, CA
- Mesa General Plan, Mesa, Arizona
- McCormick Ranch Master Plan, Scottsdale, Arizona

ARCHITECTURAL PROJECTS

He has been Partner-in-Charge and/or Project Architect for a wide range of hotel, institutional, educational, entertainment/commercial, and residential projects including:

COMMERCIAL/INSTITUTIONAL/RESIDENTIAL/ENTERTAINMENT

- Hollywood Bowl Renovation, Hollywood, CA
- Orange County Law Library, Santa Ana, CA
- Regent Beverly Wilshire Hotel Renovation, Beverly Hills
- One California Plaza, L.A.
- Museum of Contemporary Art, L.A.
- Wilshire Terrace Condominiums Reconstruction, L.A.
- Universal's Islands of Adventure, Orlando, FL
- Hanna Barbera Animation Theater, Orlando, FL
- Industry Hills Sheraton Resort/Exhibit-Conference Center, City of Industry, CA
- Plaza Las Fuentes, Pasadena
- Tanforan Park Shopping Center, San Bruno, CA
- Park Meadows Town Center, Denver, Colorado
- Bel Air Country Club, L.A.
- Dunes Hotel and Casino, Atlantic City, New Jersey

EDUCATIONAL

- USC Leavey Library Renovation, L.A.
- Annenberg Hall Renovation - University of Southern California, L.A.
- Munger Science Center, Harvard-Westlake School, L.A.
- UCLA Medical School, Renovation of Laboratory Spaces (9), L.A.
- UCLA Telecommunication Center Renovation, L.A.
- Lawndale Library, Lawndale, CA
- Rivera Library Programming and Seismic Renovation Plan, University of California, Riverside
- Norwood Elementary School Renovation, L.A. Unified School District
- Garvanza Elementary School Renovation, L.A. Unified School District
- Shatford Library, Pasadena City College, Pasadena
- Pasadena City College Plaza and Sculpture Garden, Pasadena
- Pasadena City College Physical Education Facilities, Pasadena
- Forensic Science Laboratory Renovation at Reseda High School, L.A.
- Forensic Science Laboratory Renovation at Monroe High School, L.A.
- Forensic Science Laboratory Renovation at San Pedro High School, L.A.
- Forensic Science Laboratory Renovation at Wilson High School, L.A.
- Forensic Science Laboratory Renovation at Dorsey High School, L.A.

CHRISTOPHER HENTZEN, ASLA
Senior Landscape Architect

EDUCATION

Bachelor of Science, Landscape Architecture, Texas A&M University

PROFESSIONAL REGISTRATION/ AFFILIATIONS

Registered Landscape Architect in California, #1730

Member, American Society of Landscape Architects

PROFESSIONAL EXPERIENCE

Mr. Hentzen joined Gruen Associates in 2001 as Senior Landscape Architect. He brings over 20 years of experience in landscaping of large-scale commercial developments, housing developments, recreational and industrial parks, sports parks, theme parks, historic renovation water features and lagoon pools with cascading streams of waterfalls, public works' streetscapes and median projects, multi-family housing, churches, schools, and private estate gardens.

He is responsible for project coordination, schematic design, design and production documents, cost estimating, construction administration and review. He develops project boards and presentation drawings.

PROJECTS

As senior landscape architect, his projects include:

Isidore B. Dockweiler State Beach Refurbishment Program, County of Los Angeles. Preparation of the landscape architectural design and construction documents for the refurbishment of this $5.8 million, 288-acre project along 4.5 miles of beach environment, to be completed in 2002.

Will Rogers State Beach, County of Los Angeles. Preparation of the landscape architectural design and construction documents for this beach, which is approximately four miles long.

Leffingwell Medians, County of Los Angeles. Mr. Hentzen was responsible for the preparation of landscape and irrigation plans and specifications for approximately two miles of median on Leffingwell Avenue.

East Los Angeles Civic Center Urban Design and Existing Facility Renovation, East Los Angeles, CA. The project consists of the urban design and campus planning of the existing structures, which include a Municipal Courts Building, Probation Department facility, Sheriff's station, Comprehensive Health Center and a new Library and Childcare Center. Site improvements include: existing park and lake enhancements, new landscaping, specialty lighting, and landmark monuments, and off-site and on-site street improvements. In addition, the existing library will be renovated and remodeled for the conversion. The project will be phased during construction and is estimated for completion in April 2005.

Los Angeles Trade Technical College South Campus, Los Angeles, CA. Gruen Associates is the Executive Architect working with MDA Johnson Favaro on the design and construction of a new $59 million component of Los Angeles Trade Tech known as South Campus. Mr. Hentzen is preparing the landscape concepts for the enhancement areas, which include pedestrian-oriented courtyards with water features; an entry/auto courtyard lined with palm trees, interconnecting walkway system, in addition to streetscape improvements along Grand Avenue and 23rd Street. Specific landscape and irrigation elements are designed to qualify for LEED credit.

Westside Parkway, Bakersfield, CA. The Westside Parkway is a new six-lane, seven-mile proposed roadway. Mr. Hentzen prepared the landscape concepts with respect to the roadways impact to existing landscape, existing development, environmentally sensitive areas, and potential open space.

Glendale Boulevard/State Route 2 Freeway Terminus Improvement Project Study Report, Los Angeles, CA. Gruen Associates prepared the urban design and landscape concepts for a Project Study Report for the modification of the southern terminus of State Route 2 located at Duane and Allesandro Streets in the Echo Park District. Mr. Hentzen developed landscape open space/park/pedestrian circulation concepts for this terminus, related to the proposed transportation improvements.

Los Angeles Avenue, Simi Valley Streetscape, Simi Valley, California. Mr. Hentzen developed alternative streetscape concepts for Los Angeles Avenue, a major commercial strip and thoroughfare in Simi Valley. Parkway trees, median landscape, bus stop plazas, pedestrian lighting and entry monumentation were incorporated in the alternatives.

Capitol Area East-End Complex, Sacramento, California. Mr. Hentzen is responsible for the landscape design of a three-acre plaza bounded by a complex of four-story buildings adjacent to historic Capital Park and for the removal/relocation of historic street trees to the Capitol Park grounds.

Norwood Elementary School Expansion, Los Angeles, California. The proposed expansion is comprised of a 14,854 sq-ft, two-story classroom building with 12 classrooms, one small group instruction room on the ground floor, and a faculty workroom on the second floor. New landscaping, trees and planting are proposed between the classroom and playground and new sodded turf between the building and the property line at Oak Street. A layer of landscaping between the classroom addition and the playground creates a layered connection to the playground that is designed as learning gardens for reading, science, dance and art. The scale of the heavier 'playground' wall is tempered with the addition of a lighter covered walkway that acts as an additional layer between the classrooms and the playground and complements the solid facade.

Luxe Summit Hotel Bel Air, Los Angeles, California. This project consists of a design for a new 4,500 sq-ft formal ballroom with seated dining for 320 people. The ballroom can be divided into three smaller conference rooms. Included in this design is the remodeling of the existing 1,200 sq-ft ballroom into office spaces, conference room, and restroom facilities. The design creates a 2,400 sq-ft internal piazza for prefunction and outdoor events. The piazza and the surrounding areas around the new boardroom have extensive landscaping and fountain features.

El Paseo Simi, Simi Valley, CA. This project consists of a 17-acre, high-end retail shop complex. Mr. Hentzen's responsibilities included all landscape design for on-site and off-site areas. Particular emphasis on the shopping experience and open space oasis were incorporated.

LARRY SCHLOSSBERG, AIA
Partner

EDUCATION

Bachelor of Science, Architecture
California State Polytechnic University,
San Luis Obispo

Master in Architecture,
Washington University,
St. Louis

PROFESSIONAL REGISTRATION/ AFFILIATION

Registered Architect
in California

Member, the American
Institute of Architects

PROJECT AWARDS

Jewish Federation Goldsmith Center
- *2001 Beautification Award Commercial High Rise, Los Angeles Business Council*
- *2000 Engineering and Design Award, Southern California Chapter of American Concrete Institute*

The Center for Early Education
- *2003 Southern California Development Forum Community Enrichment Award*

Foley Federal Building and United States Courthouse
- *AIA Committee on Architecture for Justice, 2002-2003 Justice Facilities Review*

Orange County Bus Rapid Transit Plan
- *2003 Outstanding Planning, Focused Issue Planning Award, APA, Orange County Section.*

Grossmont Trolley Station Transit-Oriented Development Feasibility Study
- *2001 Planning Implementation Small Jurisdiction Award, APA, San Diego Chapter*

Westwood Village Specific Plan and Westwood Village Streetscape Design Concept Plan
- *Implementation Award Los Angeles Section of California Chapter of APA*
- *City of Los Angeles Cultural Affairs Commission Design Excellence Award*

PROFESSIONAL EXPERIENCE

Mr. Schlossberg is responsible for directing the design activities of Gruen Associates, which includes work in architecture, interior design, urban design and physical planning. He is active in the American Institute of Architects and is a former Co-Chairman of the Los Angeles Chapter of the AIA Design Committee. In 1987, he joined Gruen Associates as a project designer and was appointed to Associate and Vice President in 1991 and was named a Partner in 1997.

Mr. Schlossberg's work is broadly multidisciplinary. He has completed projects, which span the range of environmental design from interior design to architecture to new community planning. His practice is international with work in the United States and countries overseas. His design work has focused on public and institutional projects, winning numerous honors and design awards for both new construction and renovation . His role in the design process is to take full active responsibility for the generation of a project's concept and ultimate form from initial planning and shaping to detailed execution.

He is the Designer for a number of major architectural and planning projects. These projects include:

ARCHITECTURAL DESIGN PROJECTS

- Temple Israel of Hollywood Expansion, Los Angeles
- KAL Resort Hotel, Cheju Island, Korea
- Luxe Summit Hotel Bel Air, L.A.
- La Quinta City Hall, La Quinta, CA
- Intercontinental Hotel, Ho Chi Minh City, Vietnam
- The Center for Early Education, West Hollywood, CA
- University of Judaism Master Plan, Ostrow Library, Bel Air, CA
- The Claremont Colleges and Graduate School Campus Forum and Master Plan, Claremont, CA
- Harvard-Westlake Middle School Classroom Building, L.A.
- Orange County Law Library, Santa Ana, CA
- LA Open Door Presbyterian Church, L.A.
- Rivera Library Renovation Plan, University of California, Riverside
- USC Annenberg School of Communications Renovation, L.A.
- Garvanza Elementary School Expansion, Los Angeles Unified School District
- Norwood Elementary School, Los Angeles Unified School District
- Foley Federal Building and United States Courthouse Renovation, Las Vegas, NV
- Little Tokyo Recreation Center, Los Angeles
- Monterey Park Center, Monterey Park, CA
- Korean Air Morning Calm Lounge, Terminal 1, John F. Kennedy International Airport, New York City
- Taihan Textile Master Plan Development, Taegu, Korea
- Century Plaza, Jakarta, Indonesia
- Agro Plaza, Jakarta, Indonesia
- 620 Building Renovation, Newport Beach, CA
- Asiana Plaza, Ho Chi Minh City, Vietnam
- Jewish Federation Goldsmith Center, L.A.
- Civic Center, Rialto, CA
- Santa Monica City Council Chamber Renovation, Santa Monica, CA

- East Los Angeles Civic Center Urban Design and Renovation, E.L.A
- Lawndale Library, Los Angeles County Libraries, Lawndale, CA
- Koreatown Plaza Renovation, L.A.
- Equitable City Center, L.A.

PLANNING/TRANSIT-ORIENTED PROJECTS

- University of Southern California Projects, L.A.
- Universal City Metro Rail Station Siting and Parking Study, Universal City, CA
- South Coast Plaza Parking Structures, Costa Mesa, CA
- Wilshire/Vermont Transit Station Joint Development Feasibility Project, L.A.
- LAX Gateway Transit Station Joint Development Study, L.A.
- Chinatown Rail Transit Station Joint Development Study, L.A.
- Grossmont Trolley Station Transit-Oriented Development, La Mesa, CA
- Inchon New Port and Outer Islands Project, Inchon, South Korea
- Song-Do Resort Area Development, Inchon, South Korea
- Kelapa Gading Convention Center, Theme Park and Shopping Center, Jakarta, Indonesia
- Bapindo Towers, Jakarta, Indonesia
- Way Halim Town Center, Sumatra, Indonesia
- Song-do New Town Master Plan, Inchon, South Korea

ANDREW MONDSCHEIN
Planner/Urban Designer

EDUCATION

Bachelor of Arts, Architecture
(Cum Laude) Yale University
New Haven, Connecticut

Master in Urban Planning
University of California,
Los Angeles

PROFESSIONAL EXPERIENCE

Mr. Mondschein joined Gruen Associates in 1999. His expertise has involved transportation and transit planning, community development, land use planning and urban design, historic preservation, and regional planning policy. He has prepared transportation investment studies, integrating transportation modeling, cost estimation, environmental analysis, land use studies, community outreach and urban design. He has conducted land use assessments and plans for large, mixed-use developments. He has conducted both qualitative and quantitative analyses of planning issues, including transportation and welfare reform. He has provided certificates of conformance for historic buildings under renovation, written reports applying CEQA to historic buildings, and has prepared nominations to the National Register of Historic Places.

Prior to joining Gruen, Mr. Mondschein worked as a research associate for the Lewis Center from June 1998 to October 2000. He conducted a study of transportation needs of welfare recipients and other low-income Los Angeles residents. In addition, he conducted interview and focus groups of California transit and social service policy makers to investigate the relationship between transportation and welfare reform. He completed his Master in Urban Planning at the University of California, Los Angeles (1996-1998).

PROJECTS

Bus Rapid Transit Station Design Plan, Orange County, California (2002-03). Gruen Associates worked with the Orange County Transportation Authority (OCTA) in developing a Bus Rapid Transit (BRT) Station Design Plan for its two BRT demonstration corridors, the Brea to Newport Beach Line and the Long Beach to Santa Ana Line. Features of the BRT line include limited stop operation, improved bus stops, changeable message signs, new station canopies, a distinctive bus, and specific marketing and branding. This project received the 2003 Outstanding Planning Award for Focused Issue Planning from the Orange Section of the American Planning Association.

North/South San Fernando Valley Transit Corridor Major Investment Study (MIS), Urban Design, Los Angeles County, CA (2002-03). Gruen Associates is currently participating in this MIS, and serves as the urban designer and land use planner for the MIS team. This study is evaluating several north-south routes for enhanced transit service in the San Fernando Valley. The alternatives being evaluated could operate in exclusive lanes in the street, in the median, in mixed-traffic, or in an exclusive right-of-way. Mr. Mondschein developed the urban design component of the alternatives analysis, including the inventory of conditions along the alternative alignments and the identification of major opportunities (as well as constraints) for enhancing the alternatives and integrating them with surrounding communities. In addition, he is preparing typical sections and other drawings and graphics to convey the urban design strategies for use in the study and presentation to the community.

Lincoln Corridor Improvement Study, Urban Design, Los Angeles County, CA (2002). Gruen Associates is currently working with Meyer, Mohaddes Associates to develop alternatives for improvements to Lincoln Boulevard from Santa Monica to Westchester. Development of urban design and streetscape improvements constitute a

major part of this project work, which Gruen is performing. Mr. Mondschein works on the urban design and land use components of this study. He has assembled an inventory of conditions along Lincoln Boulevard and developing alternatives for improvements to the corridor, which respond to the needs of the communities along the route and take account for the critical transportation function of the corridor. He also prepared drawings and other graphics to illustrate conditions and proposed alternatives.

San Fernando Valley East-West Transit Corridor – DEIS/DEIR/FEIR, County of Los Angeles (2000-02). Gruen Associates led a multi-disciplinary team, which developed an environmental impact statement/environmental impact report for cross-valley transit including a busway and Transportation System Management alternatives. Mr. Mondschein conducted an in-depth analysis of existing and planned land use along the transit corridor, and urban design concepts for the corridor. He compiled and edited the entire environmental document.

San Fernando Valley East-West Transit Corridor Major Investment Study (MIS), County of Los Angeles (1999-2000). Gruen Associates lead a multi-disciplinary team in updating the analysis of our previous MIS. This analysis focuses on adding cross-valley alternatives for the No Project, Transportation System Management, Light Rail, Heavy Rail, and a busway. Mr. Mondschein compiled and edited the MIS document, incorporating technical, cost, environmental, community outreach, and urban design analyses. He developed technical analyses of the alternatives considered, and wrote land use and urban design components within the document. He prepared drawings and graphics within the document and for presentation.

Transit-Oriented Specific Plan and EIR for La Sierra Property, Riverside (2000-01). Gruen Associates prepared a transit-oriented development (TOD) concepts for a 121-acre site owned by the Riverside Community College. The site currently contains a Metrolink station and concepts include over 200,000 sq-ft of retail/entertainment uses, 25 acres of institutional uses, a school, a park, high-density single-family and senior housing.

Palmdale Airport Master Plan, Palmdale, California (2003-04). Gruen Associates is the land use planner, urban designer on a multidisciplinary team preparing a master plan for the Palmdale Airport. Mr. Mondschein has prepared demographics, existing land use and planned land use analysis for the community areas adjacent to the airport.

Sahara Lake City Resort Community, Maharajstra, India (2001). Gruen Associates developed a master plan for a community being built in the hills outside Mumbai. The community was planned to include residential, commercial, institutional, as well as entertainment zones. Mr. Mondschein was involved in the physical planning for the community, including analysis of ownership, topographic features, and planned land uses.

ROLAND GENICK
Designer

EDUCATION

Bachelor of Arts, Architecture
University of Dortmund
Germany

PROFESSIONAL EXPERIENCE

Mr. Genick joined Gruen Associates in 1997 as an architectural and urban designer in the Design Department. He is responsible for the design and further development of a wide range of projects. He has worked on schematic design concepts and design development phases of large-scale, commercial and mixed-use projects, transportation corridors and transit facilities.

Prior to joining Gruen Associates, Mr. Genick was one of the design principals at an architectural office located in Muenster, Germany. During this time, he received numerous prizes in National and International architectural competitions. He was nominated for the National Historic Monument Award in 1996.

PROJECTS

At Gruen, he is project designer for the following projects:

The Center for Early Education, West Hollywood, California. Gruen Associates prepared a master plan for this independent preschool and elementary school. The schematic design services have included: reconfiguration and renovation of existing classrooms and other facilities, design for new facilities on newly acquired sites, and design and construction of the first phase expansion. The proposed project includes a 37,000 sq-ft new building containing 11 classrooms for the upper grades, art, science, and computers, plus a multi-purpose room and a combined library.

Bus Rapid Transit Station Design Plan, Orange County, California. Gruen Associates worked with the Orange County Transportation Authority (OCTA) in developing a Bus Rapid Transit (BRT) Station Design Plan for its two BRT demonstration corridors, the Brea to Newport Beach Line and the Long Beach to Santa Ana Line. Features of the BRT line include limited stop operation, improved bus stops, changeable message signs, new station canopies, a distinctive bus, and specific marketing and branding. This project received the 2003 Outstanding Planning Award for Focused Issue Planning from the Orange Section of the American Planning Association.

Los Angeles to Pasadena Metro Gold Line Project Management, Los Angeles. Gruen Associates was the urban design/architectural consultant for the new LRT line from Los Angeles to Pasadena for the Pasadena Blue Line Construction Authority. Mr. Genick's responsibilities include review and implementation of the urban/architectural design of ten LRT stations, landscaping, coordination with artists, and bid documents for the design/build contract. Mr. Genick was also instrumental in coordinating and implementing input from diverse communities along the alignment.

San Fernando Valley East-West Transit Corridor MIS/EIS/EIR, Los Angeles, California. Gruen Associates was the prime consultant for preparation of a Major Investment Study (MIS) for seven fixed guideway transit alternatives on the Burbank-Chandler right-of-way. Gruen also prepared the Draft Environmental Impact Statement and Draft and Final Environmental Impact Reports. Mr. Genick prepared the station design, site planning concepts, and station renderings.

East Pasadena Specific Plan Revision, Pasadena, California. Gruen Associates prepared a Specific Plan for three subareas of East Pasadena. One area is primarily industrial and the other two areas are adjacent to a planned Sierra Madre transit station and are mixed use. Mr. Genick developed the design standards and guidelines for the public and private realm, and for the transit station.

Grossmont Center Transit-Oriented Development, La Mesa, California. Gruen Associates prepared a master plan/feasibility study for the area surrounding the existing Grossmont Trolley Line Station. Among the issues addressed, include urban design concepts for transit-oriented development, expansion of services to include the Mission Valley extension, disabled access to the nearby Grossmont Center at the top of the bluff, and linkages to existing neighborhoods and uses.

Transit-Oriented Development Plan – La Sierra Property, Riverside, California. Gruen Associates prepared transit-oriented development (TOD) concepts for a 121-acre site owned by the Riverside Community College. The site currently contains a Metrolink station and concepts prepared included over 200,000 sq-ft of retail/ entertainment uses, 25 acres of institutional uses, a school and park, high-density single family and senior housing.

Orange County Rail – Urban Design, Orange County Transit Authority, California. Gruen Associates was the urban design consultant for the cities of Fullerton and Costa Mesa regarding the proposed urban rail. Concept plans were prepared for transit stations and for transit-oriented development around alternative transit stations; alternative rail alignments and configurations were evaluated; and current land use policies and plans were evaluated for transit supportive policies.

Song-Do Resort Area Development, Inchon, South Korea. A mixed-use development on a 117-hectare (290-acre) oceanfront site, including an indoor ski dome, an 102-story headquarters office tower, indoor water recreation complex, studio and amusement theme park, five-star resort hotel, convention center, museum, multiplex cinema complex, research center, and extensive retail shopping and dining facilities.

Universal's Islands of Adventure, Orlando, Florida. The project includes a major portion of a new themed entertainment attraction to be developed adjacent to Universal Studios, Florida, encompassing approximately ten building complexes. Gruen Associates' responsibilities includes three major show and ride attractions, two major restaurants, three retail shops, three food and beverage outlets, and a complex of structures creating themed-village environment. Our efforts also include coordination of the site planning and landscape design for area development within the themed 'island' designed by Gruen Associates.

Business Center Project, Seoul, Korea. A four-stage Concept Development Plan for a 322,000 m^2, mixed-use project on 30,000 m^2 site in Seoul, Korea. The completed plan contains high-rise offices as the dominant use with a 550-room, 5-star hotel, convention facilities, a retail/entertainment center, and underground parking for 3,500 vehicles.

Ronald Reagan Federal Building and United States Courthouse, Santa Ana, California. The 492,500 gross square-foot (above grade), ten-story Federal Building and United States Courthouse was completed in December 1998. The facility is designed to meet the Federal Courts 30-year space requirements. Included in the initial build-out are spaces for the U.S. District Court, U.S. Bankruptcy Court, Magistrate Court, court-related agencies, federal executive agencies, and joint-use facilities and accommodations for the U.S. Marshals Service.

FORM P-4

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer GRUEN ASSOCIATES, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

KI SUH PARK	DESIGN AND MANAGING PARTNER
Name	Title
Signature	01.20.04
	Date

FORM P-5

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: GRUEN ASSOCIATES

☒ **I AM NOT**
☐ **I AM**
A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☒ Other (Please Specify) PARTNERSHIP OF CORPORATIONS

Total Number of Employees (including owners): 65

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	1
Hispanic/Latino				1	5	2
Asian or Pacific Islander	3		1		9	13
American Indian						
Filipino			1	2	2	
White	2	2	2	1	12	5

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	63.3 %	0 %	0 %	33.7 %
Women	0 %	0 %	0 %	0 %	0 %	3.0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	X				11/2005

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
KI SUH PARK		DESIGN & MANAGING PARTNER	01/20/04

FORM P-7

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) KI SUH PARK hereby submit this certification to the (County department) LOS ANGELES COUNTY DEPARTMENT OF BEACHES & HARBORS, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), GRUEN ASSOCIATES, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 6330 SAN VICENTE BOULEVARD, SUITE 200, LOS ANGELES, CALIFORNIA 90048 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this TWENTIETH day of JANUARY 2004 (Month and Year)

at: LOS ANGELES, CALIFORNIA (City/State) 323/937-4270 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

FORM P-8

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: GRUEN ASSOCIATES		
Company Address: 6330 SAN VICENTE BOULEVARD, SUITE 200		
City: LOS ANGELES	**State:** CA	**Zip Code:** 90048
Telephone Number: 323/937-4270		
Solicitation For (Type of Services): URBAN PLANNING AND DESIGN CONSULTING SERVICES		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" **means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.**

"Affiliate or subsidiary of a business dominant in its field of operation" **means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

☒ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

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

Print Name: KI SUH PARK	**Title:** DESIGN AND MANAGING PARTNER
Signature:	**Date:** 01.20.04

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
JOHNSON FAIN

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
JOHNSON FAIN

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Johnson Fain, a California corporation (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the urban planning and design consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of April 17, 2004 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Asset Management Strategy. The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Catalytic Project. One of two multiuse entertainment-retail centers to be built in accordance with the Asset Management Strategy.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the

County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 15, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of April 17, 2004 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for urban planning and design consulting services among all Contractors shall not exceed $240,000, which sum is also the maximum amount of County funds available under the Contract. The Contractor understands and agrees that the County has engaged other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of $240,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for urban planning and design consulting services may exceed the aforementioned $240,000 to the extent that a lessee or other third party is obligated to reimburse the County for urban planning and design consultant services rendered by the County's consultants.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $240,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 No Increase in Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary cost or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.5 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.6 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.7 Contractor's Invoice Procedures.

1.4.7.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.7.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.7.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.7.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSUTING SERVICES
JOHNSON FAIN

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Reimbursable Expenses. Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, materials, supplies, postage, licenses, registration, data systems, transportation, telephone expenses, cellular phone expenses, facsimile transmission, photocopying services, and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of the following items when incurred in performance of the Contract:

- Reproduction of reports and related graphics as requested by the County;
- Messenger fees; transportation outside of Los Angeles and neighboring Counties at the standard rate for reimbursement of County employees; and
- Extraordinary expenses authorized by the Director.

2.1.3 Contractor's Office. The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.1.8 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-

day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 County Contract Administrator (CA).

2.2.2.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

2.2.2.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional planning, architectural, engineering, design, and landscape architectural services and consultation as required to support the planning and executive staffs of the Department of Beaches and Harbors;
- Provide professional advice regarding development and redevelopment of Marina del Rey and Los Angeles County-operated beaches.
- Provide support for the Department with respect to specific redevelopment projects related to the Marina del Rey Asset Management Strategy, including but not limited to street median landscaping, the promenade plan and catalytic projects;
- Assist Department review of development proposals, engineering specifications, and architectural plans;
- Provide professional support as required for Departmental staff to Beach Commission, Small Craft Harbor Commission, and Small Craft Harbors Design Control Board; support Departmental presentations to these bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services; and
- Perform other duties as required by the Contract Administrator.

2.4 PERFORMANCE STANDARDS

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-2), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.6 Other Standards to be Followed.

2.4.6.1 Contractor shall meet deadlines set by CA.

2.4.6.2 Graphics shall appear clean, well-executed, and professionally prepared.

2.4.6.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.6.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.6.5 Hourly services shall be accurately reported.

2.4.6.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.6.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
JOHNSON FAIN

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal & Advertising Injury:	$1 million
Each Occurrence:	$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of

the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater

Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Johnson Fain, a California corporation

William H. Fain, Jr.

By Corpores.

By_____
Chairman, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____
Deputy

FORM P-1

REQUEST FOR PROPOSALS FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
OFFER TO PERFORM

Proposer: Name: Johnson Fain, a California corporation

Address: 800 Wilshire Boulevard

Los Angeles CA 90017

Phone: 213-622-3500 Fax: 213-622-6532

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The hourly rates for the Proposer's services shall be:

William H. Fain Jr. FAIA, Partner in Charge		Dollars ($ 240)
Juan C. Begazo AIA, Project Manager		Dollars ($ 180)
Robert P Shaffer AIA Senior Planner		Dollars ($ 165)
Trina Gunther, Intermediate Urban Designer		Dollars ($ 102)
Staff		Dollars ($ 70-100)
		Dollars ($)

The proposal is subject to the following additional conditions:

REIMBURSABLES BILLED @ 1.10 X COST

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ○ individual ☒ corporation ○ partnership or joint venture ○ limited liability company ○ other:

State of organization: California Principal place of business: Southern California

Authorized agent for service of process in California:

William H. Fain Jr. FAIA 800 Wilshire Blvd. Los Angeles CA 90017 213-622-3500

Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name Title Phone

William H. Fain Jr. Co-President 213-622-3500

Name Title Phone

Dated: 01-19-2004 Proposer's signature:

Name Title Phone

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach each person's resume.

Same as Above, P-1

Name	Relationship to Proposer	Job Title	Responsibilities

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** William H. Fain Jr. FAIA + Scott Johnson FAIA Co-Presidents

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
P. Prejza	Sussman/Prejza	Subconsultant	Signage	3523 Eastham Dr. Culver Cty CA	310-836-3939
R. Miller	Katz Okitsu	same	Traffic/Pkg	1055 Corporate Center Dr. Ste 300	323-260-4703
G. Hargreaves	Hargreaves Assoc	same	Landscape	2020 17th St. San Francisco CA	415-865-1811
C. Israel	Ltg. Design Alliance	same	Lighting	1234 E. Burnett St. Long Bch CA	562-989-3843

WILLIAM H. FAIN, JR., FAIA **PARTNER in CHARGE**
Architect and Urban Designer

Mr. Fain has extensive experience in the development of large scale, downtown, mixed-use projects. As Managing Partner, Mr. Fain provides supervision and guidance through all phases of each project, and has full authority and responsibility to ensure that all aspects of the assignment are completed in a timely and cost effective manner. Mr. Fain has extensive experience in urban design, community planning, downtown redevelopment plans, zoning and property tax studies, and major development planning.

Registered Architect, California, 1973, C7786
Fellow, American Institute of Architects

Education M. Arch., Urban Design, Harvard University, 1975
B. Arch., University of California, Berkeley, 1968

Professional Affiliations
Member, Board of Visitors, Claremont University Graduate Humanities Center
Chair, National AIA Regional and Urban Design Committee
Past Chair, AIA Urban Design Committee
Past President, Architecture and Design Council, Museum of Contemporary Art, Los Angeles
Past Treasurer, AIA, Los Angeles Chapter
Founder, MOCA, Museum of Contemporary Art, Los Angeles
Board Member, Southern California Institute of Architecture (SCI-ARC)
Board Member, Marlborough School
Board Member, Los Angeles Library Association
Past Board Member, California Council/AIA
Member, AIA Historical Preservation Committee

Professional Recognition
2001 First Award, Urban Design Plan for Jiangwan New Town, Shanghai, China
2001 First Award, Urban Design Plan for Beijing, China Central Business District
2001 Rome Prize Fellowship, American Academy
1997 LA/AIA, Design Award, L. A. Civic Center Shared Facilities and Enhancement Plan
1997 L. A. Business Council, Beautification Award, Los Angeles Civic Center Shared Facilities and Enhancement Plan
1996 L.A. Business Council, Urban Beautification Award, Warner Bros. office
1995 Panelist LA 2020, UCLA Conference
1994 Exhibitor, Museum of Contemporary Art, "Urban Revisions" show 5/94-7/94
1994 Progressive Architecture Award, "L.A. Metro Greenways"
1993 LA/AIA Urban Design Citation, "L.A. Metro Greenways"
1992 Chairman, National AIA Urban Design Awards of Excellence Jury
1992 Gold Nugget Merit Award, Best Community Site Plan, Leopalace Resort, Guam
1992 Gold Nugget Merit Award, Best New Town Land Plan, Ewa Town Center, Kapolei
1991 Acceptance to College of Fellows, American Institute of Architects
1990 Progressive Architecture Awards, Juror
1990 National AIA Citation for Excellence, Urban Design, Hwy 111 Corridor Master Plan
1989 Progressive Architecture Award, Highway 111 Corridor Master Plan
1989 National AIA Citation for Excellence in Urban Design, "Main Street," U.C. Irvine
1988 Progressive Architecture Award, "Main Street," U.C. Irvine
1988 LA/AIA Urban Design Citation, Highway 111 Corridor Master Plan
1987 CCAIA Design Award, Ewa Town Center, Kapolei
1978 National Endowment for the Arts Fellow
1976 Progressive Architecture Award, Tremont Street Special District, Boston
1972 National Endowment for the Humanities Fellow

JUAN C. BEGAZO, AIA, PROJECT MANAGER
Principal, Senior Urban Designer

Mr. Begazo has more than 18 years of professional experience in the design and planning of complex, large scale projects. He has significant expertise in building design, site planning and urban design projects.

Registered Architect 1991
California License Number C-22027

Education
M.Arch., University of California, Los Angeles, 1985
B.Arch., California Polytechnic University, San Luis Obispo, 1983

Key Qualifications and Experience

Marina del Rey Concept Study, Marina del Rey, CA. Senior Urban Designer for an exploratory concept study for a major MdR tenant/developer. The study focused on the generation of alternative themes for (re)development of a substantial proportion of Marina del Rey. Other goals included establishing a central focus, increased public institutions and circulation improvements.

Long Beach Mixed-Use Project, Long Beach, CA. Associated with the Queen Mary complex on the Long Beach waterfront, this 100-acre project is planned for 2,000,000 square feet of office space, 1,000 hotel rooms and over 300,000 square feet of retail and exposition space. The concept capitalizes on an international Pacific Rim theme related to the Port of Long Beach. Urban Design standards have been developed concurrently with Long Beach City Planning approval for the project. The goal was to create an urban, economically viable, mixed-use development which builds on the success of existing tour, convention and hotel activities; to link the site physically and visually to the city; and to create a highly imageable destination.

Mission Bay Master Plan, San Francisco, CA. Senior Urban Designer of the plan for a 300-acre urban mixed-use neighborhood that integrates and enhances the City's street framework and open space system. The plan builds upon the strongest assets of previous plans and incorporates a strong historic component. The program includes 6,000 dwellings, a new campus for UCSF Medical School and a new San Francisco Giants stadium, in addition to retail, hotel, entertainment and open space uses.

LeoPalace Resort, Manenggon Hills, Guam. Senior Urban Designer of this 1,300 acre destination resort including: 3,000 dwelling units and three golf courses; a 200-room hotel, clubhouses for tennis, swimming and golf; an equestrian center; water park; and supporting ancillary buildings.

Ewa Town Center, The City of Kapolei, Oahu, Hawaii. Senior Urban Designer for the concept plan of Ewa, the secondary growth center for the Hawaiian Islands. Located 20 miles from downtown Honolulu, the site is approximately 6,000 acres and includes 6 million square feet of commercial space and 12,000 housing units. The project involved extensive interface with community groups, City, County and State agencies. This project was the recipient of a *National Design Citation* from the American Institute of Architects.

Amgen Center, Thousand Oaks, CA. Various projects involving master planning, day care, circulation, parking and preliminary building siting studies; operations master plan; detailed overall site implementation planning. Office projects included Buildings 27, PS-3 and PS-6. Day care projects include the Interim Day Care Facility.

Warner Center Master Plan, Woodland Hills, CA. Senior Urban Designer for this urban design plan for the business center of the San Fernando Valley. Central to the planning process are three property owners who control 135 acres of commercially zoned land, with entitlement for over 6 million square feet of development. The process can serve as a model for planning of targeted areas within the Los Angeles Metropolitan area. The project involved authorship of a substantial portion of the City's Warner Center Specific Plan.

Highway 111 Corridor Urban Design and Specific Plan, Indian Wells, California. Urban Designer for this Master Plan and Specific Plan for the 3.5 mile Highway 111 Corridor for the desert community of Indian Wells. The project provides a conceptual master plan, including land uses and landscape, development of project theme and image, historic/cultural preservation, affordable housing, plus urban design guidelines for physical implementation; the latter was incorporated into a Specific Plan developed in coordination with the City. Recipient of a 1989 *Progressive Architecture* Award.

ROBERT P. SHAFFER, AIA
Senior Associate
Urban Designer and Architect

Mr. Shaffer is an urban planner with over 35 years experience in the preparation of national, regional, urban and university land use plans, as well as urban design, airport, transportation design and environmental impact studies in the U.S. and overseas.

Registered Architect, California
Member, American Institute of Architects

Education

B.Arch., Renssalaer Polytechnic Institute, Troy, New York 1965
B.S. Building Science, Renssalaer Polytechnic Institute 1965

Key Qualifications and Experience

Industry Hills Resort and Conference Center, City of Industry, CA. Senior Planner for layout and design of championship 27 hole golf course, hotel and conference center, regional park, and natural preservation areas on and surrounding a former sanitary landfill site.

LeoPalace Resort, Manenggon Hills, Guam. Senior Planner of this major destination resort including 3,000 homes, 45 holes of golf and a 200-room luxury hotel. The plan provides for extensive leisure-time and recreational amenities and includes: an 8-acre lake to form a central resort village; the plan utilizes a hierarchical road and circulation system and creates local neighborhoods and communities; existing streams and waterfalls have been incorporated into an enhanced system of ponds, lakes and reservoirs. .

Greenway Plan for Metropolitan Los Angeles, Los Angeles, CA. A conceptual plan for 400 miles of abandoned rail rights of way, river and flood control channels and infrastructure rights of way through the Los Angeles area, for a public, linear, open space system to create recreational opportunities and link public facilities and transportation. Recipient of a 1994 *Progressive Architecture Magazine* Urban Design Citation.

Oklahoma Native American Museum and Cultural Center, Oklahoma City, OK. Urban Planner for a new museum and cultural center representing the entire range of tribal groups presently residing in Oklahoma. Programming includes a museum, dance and powwow grounds, and amphitheater as well as an artist "village" where traditional and non-traditional art forms are created in various media including a metal foundry.

Highway 111 Corridor Specific Plan, Indian Wells, CA. Senior Planner for the urban design plan for a 3.5 mile corridor in a desert resort/residential community. The plan provides recommended land uses, circulation improvements and landscape features as part of an integrated design to be implemented by means of development controls and Urban Design Guidelines in a Specific Plan.

Warner Center Master Plan, Woodland Hills, CA. Senior Planner for this urban design plan for the business center of the San Fernando Valley. Central to the planning process are three property owners who control 135 acres of commercially zoned land, with entitlement for over 6 million square feet of development. Involved authorship of a substantial portion of the City's Warner Center Specific Plan.

Los Angeles Center, Los Angeles, CA. Conceptual Master Plan for the 18-acre Union Oil Center property in downtown Los Angeles. The project includes of more than 5 million square feet of commercial development. Included significant input to the City's CCWA Specific Plan process.

CNS Resort, Talofofo, Saipan. Senior Planner for this 220 acre resort overlooking the northeast coast. The project features a 504 room Hotel and Golf Club, an 18 hole golf course, extensive golf practice facilities, a three acre tropical-theme water park, tennis courts with an exhibition court, health club with exercise rooms, spa and Japanese baths, retail shops and a selection of restaurants.

Playa Vista, Los Angeles, CA. Planner for 1,000-acre Howard Hughes project adjacent to Marina del Rey. A themed mixed-use project that combines a marina with approximately four million square feet of commercial uses and 8,000 housing units.

TRINA GUNTHER
Urban Designer and Architect

Miss Gunther has had more than 4 years of professional experience in the design and planning of major commercial/office and mixed-use projects. Her responsibilities have included all aspects of the design and master planning process including schematic design, design development and development standards and guidelines.

Education M. Arch., Urban Design, Harvard, 2002
B.Arch. (Honors), California Polytechnic State University, San Luis Obispo, 1997
L'Accademia di Belle Arte, Florence, Italy, 1995-1996

Key Qualifications and Experience

Theological Campus Site Master Plan. Urban designer for a 34-acre site master plan at the center of a 764-acre Benedictine Monastery in Valyermo, CA. The development area includes 10,000 square foot Abbey Church, 9,000 square foot library, 5,500 square foot refectory, 5,000 square foot visitor center and the strategic location of 138 parking spaces.

Amgen Site Beautification Project. Urban designer for a site landscape beautification project for Amgen's 100-acre world headquarters biotech campus. By means of close collaboration with landscape architect Mia Lehrer + Associates, the project team is in conceptual design on a comprehensive landscape program to be completed in 2004.

Experience with other firms:

RiverPark Commercial District Master Plan, Oxnard, CA. Urban designer for a 165-acre commercial district within a 587-acre new community in Ventura County. The district will contain 2.5 million square feet of commercial space and encompasses a town square with a convention hotel, an innovative food and wine venue, and business campus. Scope of work for the project included master planning, urban design, development standards, design guidelines and concept design.

Los Angeles Sports & Entertainment District, Downtown Los Angeles, CA. Urban designer for a 30-acre redevelopment master plan, located on the blocks directly north and east of Staples Center Arena. The four million square feet of development will feature a 1,200 room convention center hotel, 7,000-seat live theater, 800 residential units, as well as office, restaurant, and retail space. The scope included detailed parking and phasing strategies, as well as massing and density guidelines for the Environmental Impact Report (approved 2002).

Downtown Brea Redevelopment District Master Plan, Brea, CA. Urban designer for this award-winning master plan and urban design framework. Designed to become a true community focal point, this integrated mixed-use urban district is centered on a 750-foot pedestrian-oriented "Main Street" and features 137,000 square feet of retail, entertainment venues, restaurants, loft apartments, offices and 1,750 parking spaces in the heart of downtown.

Araneta Center Conceptual Master Plan, Metro Manila, Philippines. Urban designer for a 100-acre site master plan centered around the historic Araneta Coliseum (site of Mohammad Ali's "Thrilla in Manila"). This transit-oriented mixed-use plan includes a 3.5 million square foot mall, 900,000 square feet of office, 400,000 housing units, and a giant communications structure.

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
William H. Fain Jr. FAIA	Architect, California	C 7786
Juan C. Begazo AIA	same	C22027
Robert P. Shaffer	same	C 8020

5. 5. **STATEMENT OF DDESIGN APPROACH IN RESPONSE TO THE SCOPE OF WORK.**

Please attach a page describing the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

1. Suitability of Proposer's capabilities
2. Design philosophy of Proposer
3. Benefits of approach to be taken
4. Value to be provided to the Department

PLEASE SEE FOLLOWING PAGE

6. **GRAPHICS CAPABILITIES.**

Describe your ability to produce high quality graphics for the County.

PLEASE SEE FOLLOWING PAGE

Suitability of Proposer's Capabilities

Proven Experience: Recent experience includes on-time, on-budget design of projects such as: UC Berkeley Davis Hall Replacement/CITRIS, UC Irvine Institute for Telecommunications and Information Technology [CAL $(IT)^2$], headquarters buildings for Amgen in Thousand Oaks and TRW/Experian, Inc., in Costa Mesa, the 1.5 million sf State Capitol East End project in Sacramento, Junipero Serra State Building in Los Angeles, and the Solano County Government Center.

Design Philosophy

During more than 70 years of professional experience in the United States and overseas, Johnson Fain, a California Corporation, has established itself as an architecture, interior design and planning office known for its creative approach to the built environment. Scott Johnson, FAIA, Design Partner, and William H. Fain, Jr., FAIA, Managing Partner, lead a diversified office. The firm has received many awards for design excellence.

Each project is carefully designed to specific client needs, program, technical requirements and budget. Every assignment presents the opportunity to develop a uniquely appropriate design solution. This philosophy is fundamental to the firm. Our primary design objective is to identify and resolve the specific issues posted by each assignment. Particular emphasis is placed upon defining not only project scope and intent, but also budget and schedule at the inception of the design process.

Approach

Management of Schedule and Budget: Johnson Fain utilizes a number of means to manage its own resources and those of the Design Team for the timely completion of projects. These include:

Team-Owner Consensus: At project inception, we will confirm all project logistics in detail with all parties:

- Agreed-upon lines of communication;
- Critical path product flows;
- Detailed project schedule;
- Approval Milestones;
- Responsibilities of all Team members, including all consultants and Owner.

Regular Meeting Schedule: We will schedule regular Owner reviews and Team Meetings in order to monitor the progress of design, and to keep Owner and Team fully informed. We approach Owner review meetings as rigorous evaluation sessions for the testing of ideas and the timely advancement of the design process. Owner review/progress meetings are regularly scheduled weekly or bi-weekly as required by the individual project.

Decision Documentation: Provide memoranda documentation of all approvals, corrections and other "action items" in written form, including telephone calls.

Meeting Documentation: Provide memoranda documentation of all client and consultant meetings, distributed to Owner and consultant team.

Construction Documents: Johnson Fain has successfully completed projects with values ranging up to $1.5 billion in value.

Efficient Document Distribution: Both hard-copy and electronic format via dedicated project FTP site.

Benefits of Approach

Johnson Fain's extensive experience in the design of pubic projects for multiple levels of government assures the County of the highest quality project with a minimum "learning curve." Our achievements are confirmed by the ongoing stream of government and other public and private projects. Our experience in re-imagining Marina del Rey testifies to our knowledge of the project site and its inherent opportunities and constraints. The firm has won many significant awards for urban design excellence, including a National AIA Urban Design Award for the Mission Bay, San Francisco plan, to be awarded at the upcoming AIA convention.

Attention to all levels of detail and close client communication continue throughout the duration of the project to ensure the best possible match of client needs, design intent and cost effectiveness.

A smooth transition between design phases and construction is ensured by our studio design concept, maintaining the project team and designated Project Manager from project inception through completion, and the continued participation of the Design Partner and assistant designer as needed throughout the construction phase.

Architecture: Project types include corporate/office, governmental and public buildings, mixed-use retail, residential/condominiums, hotel-resort, large-scale high-rise, educational-university, medical facilities-technical and research laboratories including new construction, building modernization, renovation and restoration. Programming, interior design and tenant improvement projects have also garnered many awards for the firm. All projects receive the same high level of attention and creative expertise.

Planning and Urban Design: Projects have included new town plans, master plans, facilities master planning, general and specific plans, site feasibility, and land use analysis for a variety of clients and diverse industries including: aviation; universities; film industry; public agencies; cities; the United States and international governments; resorts; recreation; private and public development; and redevelopment. Each assignment and solution is approached in a thoughtful, responsive and analytic manner appropriate to the project.

Management: The office maintains a flexible project oriented management structure which can respond to individual projects of any size and complexity. The office has a successful history of working with both large and modest scale corporate, public, private and institutional clients. In each case the client is given the highest degree of attention and design service. Experienced staff, innovative design and advanced CADD technology enables the firm to respond to concurrent projects with proficiency.

Website: www.johnsonfain.com

Value to the Department

The experience of Johnson Fain is such that the County can expect the following:

- Urban design to the highest national standards
- Local familiarity with Marina del Rey
- Proven track record in successful plans for specialized districts with sensitive requirements and an engaged public process, state-wide.

- As both architects and planners, the results to the County will be a practical, buildable plan that achieves a distinctive sense of place, while incorporating the realities of the real estate marketplace, the practicalities of making cost-effective buildings, and experience in using urban design to achieve community consensus.

Graphics Capabilities

Computerization/Computer Aided Design and Drafting (CADD): Johnson Fain began computerizing in 1984 and is a fully computerized office utilizing the most current software in all aspects of our professional activities. We and our consultant team use the latest release of AutoCad on all phases of project design drawings, presentation materials and construction documentation. Both architectural design and urban planning studios use AutoCAD Release 2002 for their basic drawing tool. These files created are then imported into 3D modeling, rendering, desktop publishing and database software packages to further enhance and communicate the design solution. We use CADD on all phases of project design drawings, presentation materials and construction documentation. ***Project Management:*** Project Management uses scheduling, spreadsheet, and word processing software to assist in preparation of client memos, budgets, and schedules. ***Marketing:*** The marketing group utilizes desktop publishing and an extensive database to write proposals and prepare promotional materials. ***Support:*** The administrative support staff uses many of the same computer tools that other members of the firm employ, including the most current versions of word processing software.

System Details:

Network Server: A HP LH+ 133 NetServer with 162mb of RAM and 6 - 4.2GB & 6 - 9.1GB hard drives and a HP LH3 Netserver with 128mb of RAM and 6 – 18GB hard drives using RAID technology serves the network of over 75 PCs. The operating system on the server is Microsoft NT 4.0 Server. Individual workstations are running either Microsoft Windows NT 4.0 Workstation, Windows 2000 Professional or Windows 95/98. ***Security & Back-Up:*** Network backup is run daily on an Exabyte tape library backup unit. Monthly back-up tapes are stored off-site at a data storage facility. Drawing Archives are kept on read/write optical disks using the HP Sure Store 9100EX 9.1 gigabyte read/write optical device. ***CADD and Project Management Workstations:*** All CADD and Project Management Stations are Pentium III/IV technology based PCs with a minimum of 128 megabytes of RAM and 4 gigabyte local hard disk storage. Monitors are high resolution + 17" color monitors. ***Support Staff Stations:*** All Support Staff stations are Pentium systems with a minimum of 64 megabytes of RAM using high resolution color monitors.

Peripherals: The office takes advantage of a wide variety of output devices. For large format black and white plotting we use the Oce 9476. For large format color plotting we use the HP Designjet 5000PS and 3500CP. For document processing we take advantage of 7 HP LaserJet Printers (including 4 HP 5000n printers). For high-resolution color printing we use the Canon CLBP 360ps printer, Canon CLC 1500, and an Epson Stylus 1520 color printer. For scanning we take advantage of the Oce 9476's large format scanning capabilities as well as the capabilities of numerous HP ScanJet desktop scanners.

Software Details:

Operating System (Network):	Microsoft Windows 2000 & NT 4.0 Server.
Operating System (Stations):	Microsoft Windows 2000 Professional, Windows NT 4.0 Workstation, and Windows 95/98.
CADD:	Autodesk's AutoCAD 2002, AutoCAD Map, VIZ 4 and 3D Studio MAX 4.

Graphics:	Adobe Photoshop 6.0 & 7.0, Pagemaker 6.5+, Premiere 6, After Effects 5, CorelDraw 10
Database:	Microsoft Access XP & SQL Server 2000
Management:	Microsoft Project 2000, Microsoft Excel XP, Instant Orgcharting, Super Prolog Plus 4.2, Crystal Reports Professional v. 6.0.
Word Processing:	Microsoft Word XP.
Communications; Netscape Navigator,	Microsoft Outlook XP, Microsoft Internet Explorer,
World Wide Web	Internet Mail, Web page ***www.johnsonfain.com***, FTP site.

7. **QUALITY CONTROL** PLEASE SEE FOLLOWING PAGE

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

a. Who will inspect the contract work and how often will each area be inspected?

b. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

d. How will you cover unexpected worker and supervisor absences?

e. If you have a written quality control plan, inspection plan or written procedures for your staff and supervisors, please attach them.

8. **ADDITIONAL INFORMATION (Attach pages if necessary):**

PLEASE SEE FOLLOWING PAGES FOR REFERENCE LETTERS

Quality Control

Inspection of the Work: The firm sends only appropriately-qualified licensed personnel for site inspection. With a staff of 90, there can be no shortage of highly-trained, experienced field personnel for any assignment. Inspections to monitor the quality and quantity of the work will be as often as necessary to ensure compliance with the contract documents, typically weekly, but governed by the needs of the progress of the work.

Correction of Deficiencies: Should any deficiencies be discovered in our work, they will be promptly corrected without cost to the County. Deficiencies in construction will be promptly reported to the contractor and County authorities.

Response Time for Corrections: Corrections to drawings or specifications can be begun immediately upon learning of the problem. Located in downtown Los Angeles, we can be on-site in minutes.

Unexpected Worker/Supervisor Absences: With a staff level of 90 we easily adjust staffing to accommodate project needs when emergencies arise, and today with the proliferation of cellular phones even most illness-related absence does not mean the project expertise is unavailable. All project managers must have cell phones and most staff have them as a matter of personal choice. Scheduled absences are always accompanied by a "data download" to comparably-experienced staff to ensure project continuity. Our experience with our staff indicates little likelihood of unexpected absences except for the most severe circumstances.

Quality Assurance/Quality Control Plan:

Quality Assurance/Quality Control efforts begin from the start of the project. The team will review the design package and construction documents at appropriate milestones (typically 50% and 90%) for construct-ability. Another senior staff member not involved in the project will review the construction documents at these milestones for quality control. A system of check lists is used to review construction details and double-check the coordination of disciplines. The emphasis is on producing complete, well-coordinated and accurate construction documentation. Good documentation can prevent unnecessary and expensive problems and change orders during construction.

Cost/Budget Compliance; Continuous "Total Cost Management": *Detailed analysis at the early stages and continuous monitoring are keys to successful cost control on a project.*

Cost estimates are prepared by specialist consultants who can bring global experience to the project. Johnson Fain typically subcontracts with one of these recognized firms. We schedule Construction Cost Estimates at the conclusion of each design phase, including Owner review, in order to monitor budget compliance and to document approved add/subtract options; this results in a studied and continuous Value Engineering process which can avoid costly eleventh-hour changes.

- The initial step is a thorough analysis for cost of program, site conditions, and architectural and engineering requirements prior to commencement of design. Based upon this review a budget cost model is prepared. The budget cost model should reference cost data for actual projects of a similar type and function, and must be both a realistic and reasonable target for

construction of the project. The cost model will be prepared in systems or component format, and will form the basis for construction cost control throughout the design stage.

- This cost model should be compared with a predetermined budget, and adjusted to reflect necessary changes to program or construction components to ensure that the project can proceed into the design phases with program and budget aligned. This is the most critical stage of the project for cost reconciliation.

- Experience has shown that a Total Cost Management approach to cost estimating is the most effective method for managing and controlling the cost of construction during the design phase. TCM services include attending bi-weekly meetings throughout the design stage to review in-progress documentation from the design team and reporting on a bi-weekly schedule as to the cost impacts of the design information received. The Owner and Design Team therefore are informed on a regular basis as to the budget status and cost trends, and, if necessary, adjustments can be made to the design of the project to protect the budget for construction.

Production Capability**: Johnson Fain* is a fully-staffed architectural office with no need to "farm-out" any portion of its architectural work. Our capabilities include all phases of project development, from Research and Conceptual Design through Schematics, Design Development, Construction Documents, Bid/Negotiations and Construction Administration phases of work. ***Senior Oversight: All phases of work are overseen by senior licensed architects to maintain quality control. We have periodic document reviews wherein a senior technical architect redlines the drawing set to assure proper document coordination and quality. Our approach in the Construction Documents production phase includes: ***Priority Approvals:*** Our preparation of Construction Documents is begun based on approved Design Development Documents.

Fast-Track/Phased Bid Capability: We routinely complete fast-tracked projects and are fully capable of meeting any reasonable schedule. In our experience, developing phased bid packages for critical areas of construction, such as foundations, curtain wall, structural steel and mechanical and electrical equipment can accomplish the following:

- Results in earlier completion dates;
- Fixes prices early, and reduces price escalation on major building systems (especially effective in a slow construction market);
- Reduces interest charges for construction loans.

***Continuity of Key Personnel/Coordination of Designer Involvement**:* The organization of the project does not change composition during construction. Only the hourly profile changes, since key persons continue through the project as needed from day one to completion as required by the work. A smooth transition between design phases and construction is ensured by our studio design concept, maintaining the project team and designated Project Manager from project inception through completion, and the continued participation of the Design Partner and Designer as needed throughout the Construction Phase. The Technical Coordinator is an Architect who functions as the Project Architect during Construction Administration. Thoroughly familiar with the development of the project design, the Technical Coordinator is an information resource for the entire team. If supplemental designer involvement is required, the Technical Coordinator will arrange for its provision and coordination.

***Construction Administration Approach**:* We approach Construction Administration as no less important than development of the initial concept. The project is continually monitored by its

designated Project Manager and staff as required, including Principals, designers, Job Captain, technical architects or drafters, as appropriate.

Submittal Processing & Control System: The office uses ***Prolog Manager***, a sophisticated project control software program, suitable for large and small projects in any sector of the construction industry. At Johnson Fain Partners, Prolog Manager is used to record and track large amounts of daily construction project information. A simple paper flow is used in order to get the requests answered efficiently. These items come in forms of Request for Information (RFI) and submittals. They are grouped by discipline (architectural, structural, mechanical, etc.) and are issued accordingly via e-mail. Once the consultants have reviewed and responded to the item, it is then returned to Johnson Fain where a Project Architect approves the response. Finally, Johnson Fain transmits those responses back to the contractor. This ensures timely response to construction issues and enables proper monitoring of budget and schedule. ***Construction Phase Expediter:*** The system is run by a full-time Expeditor, who distributes updated and e-mails the reports on a weekly basis, documenting the current status of all Construction Phase communications, such as shop drawings, Change Orders, Approval Letters, RFI's and contractor submittals, ensuring timely turn-around and schedule compliance.

Project Management Computerization: All aspects of project management are supported by the computer network described below. Project Management software includes: MicroSoft Windows; "Project [Management] Windows" for Pert, Gantt and resource management; plus WordPerfect and MS Word for Windows. In addition, firm-wide accounting, billing, clerical and administrative functions are fully computerized.

Problem-Solving:: Key to anticipating, identifying and solving project problems is regular, active OAC (Owner-Architect-Contractor) involvement. "Problems" typically arise from unforeseen circumstances such as unexpected subsurface conditions beyond those indicated by the geo-technical report, for example, and can best be addressed by the cooperative efforts of the OAC group.

Change Orders: Change Orders are best reviewed and evaluated by active on-going OAC involvement. Not all Change Orders result in a project "add"—some are deducts—some are scope changes initiated by the Owner. However, each is considered on its own merits, as not all change orders result in a change of scope. Careful evaluation and continual project monitoring are key to dealing with Change Orders. For any substitution the right answer involves confirming that the project quality and material performance will be maintained or improved by the substitution. If so, the Change Order can be issued without delay, in order to maintain the construction schedule.

Experience in working with a Construction Manager. The office has extensive experience working with Construction Management firms. Nearly two thirds of our private-sector projects have CM participation, as do virtually all of our public projects.

- Johnson Fain is often, in fact, referred to clients by CM firms, such as 3D/I, Tishman International, Swinerton Builders, Bovis, URS, WHL-CM, DMJM and The Staubach Company.

We find that the key to successfully working with Construction Management is to maintain open lines of communication, with frequent exchange of information, drawing upon the expertise of the CM in all stages of the design and construction process. Johnson Fain is firmly committed to a "team approach" in the building process, and we work in that spirit with the Construction Management firm.

PROJECT MANAGEMENT OUTLINE CHECKLIST

PART 1: PROJECT INITIATION / START UP

- Confirm/ Refine Client Goals, Objectives & Procedures
- Identify Project Organization and Lines of Communications
- Confirm/ Refine:
  - Project Scope
  - Project Budget
  - Project Schedule
- Prepare Schedules Including:
  - Meetings with Project Team
  - Anticipated Billings
  - List of Submittals
  - List of Action Items
  - Responsibility Matrix/ Task Assignments
- Prepare Staffing/ Resource Plan
- Prepare Project Directory
- Establish E-Mail Directory
- Establish Project FTP Site
- Create Job Specific Computer File Management System

PART 2: DESIGN & DOCUMENTATION PHASES

- Provide Single Point of Contact for All Significant Communications
- Coordinate, Schedule & Chair Project Meetings
- Provide Memoranda Documentation of All Meetings & Decisions
- Monitor & Update Project Schedule
- Schedule & Chair Design Team Coordination Reviews
- Monitor & Update Project Budget
- Monitor Quality Control Procedures Through:
  - Active Client Involvement
  - Active Partner Involvement
  - Continual Project Management Through All Phases
  - Regularly Scheduled Coordination Reviews
- Monitor Value Engineering Process
- Periodic Review of All Design & Construction Documentation
- Prepare & Issue Monthly Project Billings
- Issue Project Documentation at Significant Milestones

PART 3: BIDDING & CONSTRUCTION PHASE

- Assist in Bid & Negotiations for Selection of Contractors
- Provide Periodic Construction Observation
- Monitor, Review & Computerized Tracking of All Significant Communications Including: Shop Drawings; Change Orders; Approval Letters; RFI'S; Samples
- Issue Timely Modifications of Documents as Necessary Using:
  - Architect's Supplemental Instructions
  - Proposal Requests
  - Construction Change Directives
  - Change Orders
- Review Applications for Payment
- Review Construction Schedule
- Attend Regularly Scheduled Construction Meetings
- Review Value Engineering Substitutes
- Establish Project Close Out Procedures

FORM P-4

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer JOHNSON FAIN, a California corporation, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

William H. Fain Jr.
Name

Co. President
Title

Signature

01-19-04
Date

FORM P-5

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: JOHNSON FAIN, A CALIFORNIA CORPORATION

☒ I AM NOT
☐ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 90

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	1
Hispanic/Latino			1		5	3
Asian or Pacific Islander			3	2	14	14
American Indian						
Filipino				1		3
White	2		15	3	10	12

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
William H. Fain Jr.	[signature]	Co-President	1-19-04

FORM P-7

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) William H. Fain Jr. hereby submit this certification to the (County department) Beaches & Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), Johnson Fain, A California Corporation, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 800 Wilshire Blvd, Los Angeles CA 90017 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 16th day of JAN, 2004 (Month and Year)

at: Los Angeles CA (City/State) 213·622-3500 (Telephone No.)

by: _____
(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

FORM P-8

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	JOHNSON FAIN, A CALIFORNIA CORPORATION		
Company Address:	800 Wilshire Blvd		
City:	LOS ANGELES	**State:** CA	**Zip Code:** 90017
Telephone Number:	213·622·3500		
Solicitation For (Type of Services):	PROFESSIONAL DESIGN SERVICES		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" **means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.**

"Affiliate or subsidiary of a business dominant in its field of operation" **means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

☒ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

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

Print Name: William H. FAIN JR	**Title:** CO·PRESIDENT
Signature:	**Date:** 1-19-04

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
RRM DESIGN GROUP

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
RRM DESIGN GROUP

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and RRM Design Group, a California corporation (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the urban planning and design consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-7, and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of April 17, 2004 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Asset Management Strategy. The Marina del Rey redevelopment plan approved by the Board on April 15, 1997.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Catalytic Project. One of two multiuse entertainment-retail centers to be built in accordance with the Asset Management Strategy.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the

County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 15, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of April 17, 2004 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Extension to Complete Work Order. The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for urban planning and design consulting services among all Contractors shall not exceed $240,000, which sum is also the maximum amount of County funds available under the Contract. The Contractor understands and agrees that the County has engaged other such contractors and that the County's obligations and payments to these contractors may in a given Contract Year reduce the portion of the Contract Sum of $240,000 that may be available to the Contractor. In addition, the County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for urban planning and design consulting services may exceed the aforementioned $240,000 to the extent that a lessee or other third party is obligated to reimburse the County for urban planning and design consultant services rendered by the County's consultants.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $240,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. The Work Order shall state the maximum amount payable for the specified work. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

1.4.4 No Increase in Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary cost or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.5 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other causes to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.6 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.7 Contractor's Invoice Procedures.

1.4.7.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.7.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the invoice shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.7.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.7.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSUTING SERVICES
RRM DESIGN GROUP

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Reimbursable Expenses. Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, materials, supplies, postage, licenses, registration, data systems, transportation, telephone expenses, cellular phone expenses, facsimile transmission, photocopying services, and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of the following items when incurred in performance of the Contract:

- Reproduction of reports and related graphics as requested by the County;
- Messenger fees; transportation outside of Los Angeles and neighboring Counties at the standard rate for reimbursement of County employees; and
- Extraordinary expenses authorized by the Director.

2.1.3 Contractor's Office. The Contractor shall maintain an address at which its officers or owners may be contacted by mail or telephone.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.7 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.1.8 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-

day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 County Contract Administrator (CA).

2.2.2.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

2.2.2.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.2.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional planning, architectural, engineering, design, and landscape architectural services and consultation as required to support the planning and executive staffs of the Department of Beaches and Harbors;
- Provide professional advice regarding development and redevelopment of Marina del Rey and Los Angeles County-operated beaches.
- Provide support for the Department with respect to specific redevelopment projects related to the Marina del Rey Asset Management Strategy, including but not limited to street median landscaping, the promenade plan and catalytic projects;
- Assist Department review of development proposals, engineering specifications, and architectural plans;
- Provide professional support as required for Departmental staff to Beach Commission, Small Craft Harbor Commission, and Small Craft Harbors Design Control Board; support Departmental presentations to these bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services; and
- Perform other duties as required by the Contract Administrator.

2.4 PERFORMANCE STANDARDS

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (included in Form P-2), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the pertinent profession.

2.4.5 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.6 Other Standards to be Followed.

2.4.6.1 Contractor shall meet deadlines set by CA.

2.4.6.2 Graphics shall appear clean, well-executed, and professionally prepared.

2.4.6.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.6.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.6.5 Hourly services shall be accurately reported.

2.4.6.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.6.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
RRM DESIGN GROUP

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars ($500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal & Advertising Injury:	$1 million
Each Occurrence:	$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of

the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater

Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.32.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3.32.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

3.32.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.35.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

RRM Design Group, a California corporation

By_____
Erik P. Justesen

By_____
Chairman, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____
Deputy

FORM P-1

REQUEST FOR PROPOSALS FOR URBAN PLANNING AND DESIGN CONSULTING SERVICES
OFFER TO PERFORM

Proposer: Name: RRM Design Group

Address: 3765 South Higuera Street, Suite 102

San Luis Obispo, CA 93401

Phone: 805/543-1794 Fax: 805/543-4609

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide urban planning and design consulting on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The hourly rates for the Proposer's services shall be:

Please see attached listing. _____ Dollars ($_____)

_____ Dollars ($_____)

_____ Dollars ($_____)

_____ Dollars ($_____)

_____ Dollars ($_____)

_____ Dollars ($_____)

The proposal is subject to the following additional conditions:

None.

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ○ individual ☒ corporation ○ partnership or joint venture ○ limited liability company ○ other: _____

State of organization: California Principal place of business: California

Authorized agent for service of process in California:

Name	Address	Phone
Gregory Peters,	3765 S. Higuera St., Suite 102, San Luis Obispo, CA	805/543-1794

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name	Title	Phone	Name	Title	Phone
T. Keith Gurnee,	Principal	707/473-0620	Erik P. Justesen,	Principal	805/543-1794

Dated: 1/19/2004 Proposer's signature: _____

Name	Title	Phone
T. Keith Gurnee,	Principal	707/473-0620

FORM: P-1
ATTACHMENT

HOURLY RATES:

RRM Design Group, **Effective April 1, 2003**

Professional and Technical Personnel Classifications

Principal	$165.00
Director/Manager	$140.00
Project Manager	$125.00
Senior Planner	$100.00
Associate Planner	$85.00
Assistant Planner	$70.00
Senior Landscape Architect	$125.00
Landscape Architect	$110.00
Project Architect	$130.00
Staff Architect	$110.00
CADD Operator	$65.00
Civil/Traffic Engineer	$95.00
Senior Engineer	$120.00
Junior Engineer	$90.00
Senior Civil Designer	$85.00
Construction Manager/Cost Estimator	$110.00
Licensed Surveyor	$95.00
2-Person Survey Crew	$180.00
GPS/Robotic Survey Crew	$130.00
Survey Technician I	$75.00
Graphic Artist/Designer	$90.00
Intern	$55.00
Clerical	$55.00

Other Services

Consultants, Special Equipment, Reproduction, Materials, Auto Mileage (U.S. Government Rate), Auto Rental, and
Other Outside Charges: COST + 10%

Exceptions and General Information

1. Billing will occur on a monthly basis.

2. The Scope of Work does not include payment of fees to Regulatory Agencies for applications, permits, reports or prints.

3. The Scope of Work does not include any reproductions or copies. All prints and reimbursable expenses, such as delivery charges, and sub-consultants will be invoiced at cost plus 10% for handling.

This proposal is valid for one hundred twenty (120) days from submittal.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, project manager, contractor's representative, key employees and subcontractors. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Please see attached listing.			

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Please see attached listing.

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Kenneth A. Johnson, PE	Concept Marine Associates	Sub-consultant	Marine Engineering	1853 Embarcadero Oakland, CA 94606	510/533-7600
Kevin M. Young, ASLA	The PLANNING Studio	Sub-consultant	Resort Planning	115 W. Goldfinch Way Chandler, AZ 85248	480/219-5172

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Please see attached listing.		

5. 5. **STATEMENT OF DDESIGN APPROACH IN RESPONSE TO THE SCOPE OF WORK.**

Please attach a page describing the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

1. Suitability of Proposer's capabilities
2. Design philosophy of Proposer
3. Benefits of approach to be taken
4. Value to be provided to the Department

6. **GRAPHICS CAPABILITIES.**

Describe your ability to produce high quality graphics for the County.

We have a full compliment of graphic designers lead by our in-house artist. Our graphics production team has expertise in all forms of graphic design and production from hand illustrations and rendering to computer generated exhibits. We also offer specialized computer animation services to create 3-dimensional modeling for all project types.

Please see the attached examples of our firm's graphics.

7. QUALITY CONTROL

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

a. Who will inspect the contract work and how often will each area be inspected?

b. What steps will you take to correct deficiencies reported by the Department or discovered by your inspectors?

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

d. How will you cover unexpected worker and supervisor absences?

e. If you have a written quality control plan, inspection plan or written procedures for your staff and supervisors, please attach them.

Please see attached pages.

8. ADDITIONAL INFORMATION (Attach pages if necessary):

None.

1. STAFFING PLAN

Name	Relationship to Proposer	Job Title	Responsibilities
Keith Gurnee	Employee	Principal	Principal-in-Change, executive oversight, urban design, waterfront development strategist, port & marina planning
Erik Justesen, ASLA	Employee	Principal	Consulting Principal, landscape architect, transportation planning
Mark Brodeur, FIUD	Employee	Principal	Consulting Principal, urban design specialist
Mike Sherrod, ASLA	Employee	Manager of Landscape Architecture Services	Project/Team Manager, quality control, client coordination, design team oversight, landscape architect, park and beach facilities planning
Debbie Lagomarcino-Rudd, AICP	Employee	Manager of Urban Design Services	Urban Designer, port & marina planning, city & regional planning,
Marcus Des Plantes, AIA, NCARB	Employee	Assistant Director of Architecture	Architect, urban design, destination resort design
Scott Stokes, PE	Employee	Manager of Engineering Services	Civil Engineer, infrastructure design
Scott Graefen	Employee	Senior Landscape Architect	Landscape Architect, urban park planning, streetscape design
Ann Sever	Employee	Landscape Architect	Landscape Architect, habitat restoration, interpretive exhibit development, public access & trails
Brian Hannegan	Employee	Senior Planner	Streetscape designer, urban park development, way finding systems
Jami Williams	Employee	Senior Planner	Urban Designer, design guideline development
Karen Massey	Employee	Associate Planner	Policy planning, permitting specialist
Demae Tillotson	Employee	Associate Planner	Large scale mapping, master planning
Don Iler, AIA, NCARB	Employee	Director of Architecture, San Juan Capistrano	Project Architect, marina & waterfront focus
David Chacon	Employee	Project Manager	Staff Architectural Designer, urban design focus, graphic production, CADD operator

Scott Martin	Employee	Designer I	Staff Artist, final renderings & exhibits
Mike Montoya, PE	Employee	Manager of Construction Services	Cost Estimator
Ken Johnson, PE	Sub-Consultant	Principal	Principal-in-Charge for Concept Marine Associates, Inc., harbor and marina facility consulting specialist
Greg Reid, PE	Sub-Consultant	Project Manager	Project Manager for Concept Marine Associates, Inc, marine civil engineer, marina and port facility design consultation
Kevin M. Young, ASLA	Sub-Consultant	Principal	Owner-The PLANNING Studio, resort planning & design specialist, Marina Beach Resort master planning and design leader

T. KEITH GURNEE
Principal

PROJECT ROLE: PRINCIPAL-IN-CHARGE

33 YEARS OF EXPERIENCE

STRENGTHS
- Waterfront Urban Design Plans
- Public Outreach and Consensus Building
- Creek, and Greenway Design
- Urban Design for Downtowns
- Streetscape Design Plans
- Town Square Design
- Village Design
- Coastal Zone Planning
- Design Guidelines for Downtowns and Neighborhoods
- Complex Political Strategy Management
- Harbor and Waterfront Master Plans
- Adaptive Reuse Planning
- Conservation and Open Space Easements

RELATED PROJECT EXPERIENCE
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Port of Los Angeles Community Consensus Process, San Pedro, CA
- Harbor/Watts EDC Waterfront Promenade, Los Angeles, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Ballona Creek and Trail Focused Special Study, Culver City, CA
- Bay Point Waterfront Strategic Plan, Contra Costa County, CA
- Capitola Village Master Plan, Capitola, CA
- Crescent City Harbor Master Plan, Crescent City, CA
- Pacifica State Beach Restoration Plan, Pacifica, CA
- Pismo Beach Promenade, Pismo Beach, CA
- Pismo Pier/Waterfront Revitalization Program, Pismo Beach, CA
- Ports O'Call Revitalization Concept Plan, San Pedro, CA
- Prince Memorial Greenway, Santa Rosa, CA
- Rancho Palos Verdes Parks, Recreation, and Planning Open Space, Rancho Palos Verdes, CA
- Samoa Strand Master Plan, Humboldt County, CA
- San Leandro Marina, San Leandro, CA
- Seal Beach Streetscape and Plaza Design, Seal Beach, CA
- Suisun City Downtown Revitalization Plan, Suisun City, CA
- Wilmington Parkway, Wilmington, CA
- Richmond Greenway, Richmond, CA
- Old Town Sand City Urban Design Plan, Sand City, CA
- Ojai Arcade Plaza, Ojai, CA
- Napa Downtown Streetscapes, Napa, CA
- Morro Bay Waterfront Revitalization Project, Morro Bay, CA
- Monterey Catellus Parcels Master Plan, Monterey, CA
- Malibu Visioning, Malibu, CA
- Harford Pier Master Plan, Avila, CA
- Claremont Village West Specific Plan, Claremont, CA

EDUCATION
Bachelor of Science, 1973, City and Regional Planning
California Polytechnic State University, San Luis Obispo, CA

T. Keith Gurnee, Cont'd...

PRESENTATIONS:

"Keeping the Funk in Your Waterfront," 2003, The Waterfront Center Conference, Montreal

"Getting the Most out of Your Open Space Preservation Efforts," 2003, Livable Communities Conference, San Diego, CA

"When Your Waterfront is a Brownfield," 2002, CRA, Anaheim, CA

"Prince Memorial Greenway," 2001, Urban Streams Conference, San Luis Obispo, CA

"Bishop's Peak: A Case Study of Open Space Preservation," 2000, American Planners Association, Bakersfield, CA

"Open Space Preservation Techniques," 1996, American Planners Association, Modesto, CA

"Limited Development Options to Protect Open Space," 1995, Land Trust Rally, Monterey, CA

"Open Space Preservation Techniques," 1994, Land Trust Rally Conference, Chattanooga, TN

"Pismo Beach Revitalization Waterfront Plan," 1986, American Planners Association, Palm Springs, CA

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)
- Urban Land Institute (ULI)
- California Planning Roundtable, 1997 - 2002
- San Luis Obispo City Council, 1971 - 1977
- San Luis Obispo Planning Commission, 1989 - 1991
- Sonoma County Alliance

ERIK P. JUSTESEN, ASLA
Principal

PROJECT ROLE: CONSULTING PRINCIPAL

21 YEARS OF EXPERIENCE

STRENGTHS

- Agency & Regulatory Strategy
- Communication
- Design Review Consultation
- Development Representation
- Development Standards
- Funding Strategies
- Implementation Planning
- Land Use Planning
- Landscape Architecture
- Master Plans, Community Plans and Design Guidelines and Standards
- Meeting Facilitation
- Park Design
- Planning and Urban Design
- Project Management
- Public Participation and Consensus Building
- Public Policy
- Redevelopment
- Revitalization Planning
- Specific Plan and Community Plans
- Trails and Bikeway Planning

RELATED PROJECT EXPERIENCE

- Agoura Village Strategic Plan and Design Guidelines, Agoura Hills, CA
- Arroyo Linda Crossroads Specific Plan, Arroyo Grande, CA
- Arroyo Simi Recreational Trail Feasibility Study, Moorpark, CA
- Arvin Adobe Complex, Arvin, CA
- Arvin Downtown Revitalization Program, Arvin, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Barney Schwartz Park, Paso Robles, CA
- Black Ranch Master Plan, Paso Robles, CA
- Buellton Urban Design Services, Buellton, CA
- Calabasas Old Town Improvements Project, Calabasas, CA
- Cambria Community Park, Cambria, CA
- Chandler Ranch Specific Plan, Paso Robles, CA
- Citrus Heights Design Review Services, Citrus Heights, CA
- Cross Valley Connector Aesthetics Plan, Santa Clarita, CA
- Dixon Downtown Revitalization Plan, Dixon, CA
- Dixon Streetscape Improvements, Dixon, CA
- Eagle Ranch Master Plan, Ventura , CA
- East Colorado Boulevard Specific Plan, Pasadena, CA
- East West Ranch Public Access and Resource Management Plan, Cambria, CA
- Fresno Uptown Arts District, Fresno, CA
- Grand & Courtland Retail Development/Senior Housing, Arroyo Grande, CA
- Las Virgenes Road Corridor, Calabasas, CA
- Lemoore Downtown Revitalization, Lemoore, CA
- Los Robles Del Mar Specific Plan, Pismo Beach, CA
- Malibu Civic Center Specific Plan, Malibu, CA
- McCrea Ranch, Thousand Oaks, CA
- Mid-Higuera Enhancement Plan, San Luis Obispo, CA
- Mission Plaza, San Luis Obispo, CA

Erik P. Justesen, ASLA cont'd...

- Mulholland Highway Master Plan, Calabasas, CA
- Ojai Arcade Plaza, Ojai, CA
- Paso Robles Neo-Traditional Design Code, Paso Robles, CA
- Pismo Beach Promenade, Pismo Beach, CA
- Port San Luis Master Plan, Avila Beach, CA
- San Luis Obispo Parks, San Luis Obispo, CA
- Santa Barbara Bike Signage, Santa Barbara, CA
- Santa Barbara Pedestrian Master Plan, Santa Barbara, CA
- Santa Clarita Architectural Design Guidelines, Santa Clarita, CA
- Santa Clarita Community Center Feasibility Study, Santa Clarita, CA
- Santa Clarita Design Review Services, Santa Clarita, CA
- Santa Margarita Streetscape, Santa Margarita, CA
- Sierra Vista Medical Center Master Plan, San Luis Obispo, CA
- Tapo Street Revitalization, Simi Valley, CA
- Tehachapi Downtown Master Plan, Tehachapi, CA
- Tehachapi Specific Plan, Tehachapi, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Ventura Design Guidelines, Ventura, CA
- Visalia Waterways and Bike Trails Master Plan, Visalia, CA
- Whittier Greenway Trail, Whittier, CA

EDUCATION
Bachelor of Science, 1983, Landscape Architecture
California Polytechnic State University, San Luis Obispo, CA

Associate, 1980, Horticulture
Cuesta Community College, San Luis Obispo, CA

REGISTRATIONS
CA Landscape Architect, 1985 No. 2608

PRESENTATIONS:
"Understanding and Using the Design Review Process," March 2003, California League of Cities, Planners Institute, San Diego, CA

"Understanding and Using the Design Review Process," March 2002, California League of Cities, Planners Institute, Monterey, CA

"Designing Streets: Public Improvements and Streetscape Design," March 1998, League of California Cities, Planners Institute, Long Beach, CA

"Great Streets," March 1996, League of California Cities, Planners Institute, Monterey, CA

"Downtown Revitalization," April 1995, APA Conference, Santa Barbara, CA

PROFESSIONAL AFFILIATIONS
- American Society of Landscape Architects (ASLA)
- American Planning Association (APA)
- Trust for Historic Preservation

MARK BRODEUR, FIUD*
Principal

PROJECT ROLE: CONSULTING PRINCIPAL

26 YEARS OF EXPERIENCE

STRENGTHS
- Downtown Revitalization
- "Hands on" Literacy of the National Main Street Program
- Zoning Regulations
- Design Guidelines
- Revitalization
- Streetscape Designs
- Urban Design Mechanisms
- Unique Sign Ordinances
- Revitalization Specific Plans
- Commercial Corridor

RELATED PROJECT EXPERIENCE
- Downtown Coronado Specific Plan, Coronado, CA
- Foothill Blvd. Specific Plan, Rialto, CA
- Old Bank District, Los Angeles, CA
- Santa Ana Citywide Design Guidelines, Santa Ana, CA
- Santa Ana Downtown Vision Strategy Plan, Santa Ana, CA
- Temecula Citywide Design Guidelines, Temecula, CA

Experience Prior to RRM:
- Anaheim, C-R District Design Guidelines, Anaheim CA.
- Arcadia Downtown Zoning & Design Guidelines, Arcadia, CA
- Azusa Downtown Streetscape Plan, Azusa, CA
- Bakersfield Chester Avenue Streetscape Plan, Bakersfield, CA
- Big Bear Lake Downtown Specific Plan, Big Bear Lake, CA
- Buena Park, Mission Street Urban Design Plan, Buena Park, CA
- Corona Downtown Specific Plan, Corona, CA
- Coronado Downtown Specific Plan, Coronado, CA
- Encinitas Downtown Specific Plan Design Guidelines / Streetscape, Encinitas, CA
- Escondido Downtown Specific Plan, Escondido CA
- Escondido Old Escondido Historic District Design Guidelines, Escondido, CA
- Fullerton Downtown Plaza / Convertible Street Design, Fullerton, CA
- Huntington Beach Citywide Urban Design Guidelines, Huntington Beach, CA
- Inglewood Downtown Revitalization Strategy, Inglewood, CA
- Lake Forest, El Toro Road Specific Plan, Lake Forest, CA
- LaVerne, Foothill Blvd. Specific Plan, LaVerne, CA
- Lomita Downtown Urban Design Program, Lomita, CA
- Montclair, Holt Boulevard Specific Plan, Montclair,CA
- Murrieta Historic Downtown Specific Plan, Murrieta, CA
- Pacific Beach Downtown Streetscape Concepts, Pacific Beach, CA
- Pismo Beach Downtown Specific Plan, Pismo Beach, CA
- Rancho Cucamonga Route 66 (Foothill Blvd.) Streetscape Design Project,
- Rancho Cucamonga, CA
- Rancho Cucamonga, Foothill Blvd. Specific Plan, Rancho Cucamonga, CA
- Redding Downtown Specific Plan, Redding, CA
- San Bernardino, Downtown Streetscape Project, San Bernardino, CA

Mark J. Brodeur, Cont'd...

- San Bernardino, Highland Avenue Urban Design Plan, San Bernardino, CA
- San Diego Vision for the Imperial-Commercial Corridor, San Diego, CA
- Simi Valley, Citywide Design Guidelines, Simi Valley, CA
- Solana Beach Eden Gardens Streetscape Master Plan, Solana Beach, CA
- Temecula Old Town Specific Plan, Temecula, CA
- Temple City Downtown Specific Plan, Temple City, CA
- Torrance Hawthorne Boulevard Specific Plan, Torrance, CA
- Tustin Downtown Streetscape Plan, Tustin, CA
- Tustin, First Street Corridor Specific Plan, Tustin, CA
- Westminster, Citywide Design Guidelines, Westminster, CA

EDUCATION

Bachelor of Science, 1976, Landscape Architecture, S.U.N.Y College of Forestry and , Environmental Science at Syracuse University, NY

Graduate Studies, Urban Design and Architecture, University of Massachusetts, Amherst, MA

PRESENTATIONS:

"Ten Tips for Designing a Consumer Friendly Downtown," May 2003, National Association of Real Estate Editors (NAREE) National Journalism Conference

"Humor in Planning," 2002, American Planning Association, San Diego, CA
"Regulating McMansions," 2002, American Planning Association, San Diego, CA

"The Main Street Approach," 1999, CRA, Monterey, CA

"Preparing Design Guidelines," American Planning Association

"Contextual Design as it relates to Streetscape Design," 1988, American Planning Association, FL

PROFESSIONAL AFFILIATIONS

- *Fellow, Institute for Urban Design (FIUD)
- Congress for the New Urbanism
- American Planning Association (APA)
- California Preservation Foundation
- California Historic Route 66 Association
- California Downtown Association
- Alternate, Planning Commission, City of Dana Point

MIKE SHERROD, ASLA
Manager of Landscape Architecture Services

PROJECT ROLE: PROJECT MANAGER

11 YEARS OF EXPERIENCE

STRENGTHS

- Project Organization & Management
- Waterfront & Coastal Design
- Urban Design
- Streetscape Design
- Contract Management
- Recreation & Park Planning
- Master Planning
- Public Outreach & Consensus Building
- Site Amenity Programming
- Bicycle and Recreational Trail Planning
- Interpretive Trail Planning
- Site Evaluation

RELATED PROJECT EXPERIENCE

- Arroyo Simi Recreational Trail Feasibility Study, Moorpark, CA
- Arvin Downtown Revitalization Program, Arvin, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Avila Beach Park, Avila Beach, CA
- Barney Schwartz Park, Paso Robles, CA
- Bridgeway Mills, Playa Vista, CA
- Calabasas Creek Improvement Plan, Calabasas, CA
- Cloisters Community Park, Morro Bay, CA
- Fresno Uptown Arts District, Fresno, CA
- Grand Avenue Median, San Luis Obispo, CA
- Lemoore Downtown Revitalization, Lemoore, CA
- Moorpark Rail Trail, Moorpark, CA
- Morro Dunes State Trails, Morro Bay, CA
- Morro Street Bicycle Boulevard, San Luis Obispo, CA
- North Montclair Median Design, Montclair, CA
- Oxnard Bicycle and Pedestrian Master Plan, Oxnard, CA
- Pacifica State Beach Restoration Plan, Pacifica, CA
- Paso Robles Soccer Complex, Paso Robles, CA
- Potrero Canyon Restoration Plan, Los Angeles , CA
- Rancho Guadalupe Dunes County Park, Santa Barbara, CA
- San Luis Obispo Railroad Trail Phase I, San Luis Obispo, CA
- San Luis Obispo Railroad Trail Phase III, San Luis Obispo, CA
- Santa Clarita Regional Commuter Trail, Santa Clarita, CA
- Santa Monica Bike Path, Santa Monica, CA
- Santa Paula Branch Line Recreation Trail, Ventura County, CA
- Tapo Street Revitalization, Simi Valley, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Ventura River Estuary, Ventura, CA
- Whittier Greenway Trail, Whittier, CA
- Wilshire Selby Frontage Improvements, Simi Valley, CA

Mike Sherrod, ALSA, Cont'd...

EDUCATION
Bachelor of Science, 1994, Landscape Architecture
California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS
CA Landscape Architect, 1998 No. 4320

PRESENTATIONS:
"Learn By Doing - Community Benefits Within your Restoration Project," March 2003, 21st Salmonid Restoration and Urban Streams Conference, San Luis Obispo, CA

"Applying the Bicycle Boulevard Concept," May 2003, Institute of Traffic Engineers, San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS
- American Society of Landscape Architects (ASLA)
- California Exotic Pest Plant Council
- California Native Plant Society
- Society for Ecological Restoration
- Western Chapter International Society of Arboriculture
- San Luis Obispo Bicycle Coalition

DEBBIE LAGOMARCINO RUDD, AICP
Manager of Urban Design Services/Principal Planner

PROJECT ROLE: URBAN DESIGNER

15 YEARS OF EXPERIENCE

STRENGTHS

- Innovative Community & Urban Design Plans
- Waterfront Design
- Downtown Streetscape Design
- Design Guidelines
- Community Consensus Building
- Public Art Integration
- Public Policy
- Project Management & Project Coordination
- Master Plans/Specific Plans
- Revitalization Plans & Beautification Master Plans
- Plaza and Public Space Design

RELATED PROJECT EXPERIENCE

- Arvin Downtown Revitalization Program, Arvin, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Avila Tank Farm Planning Services, Avila Beach, CA
- Calabasas Old Town Improvements Project, Calabasas, CA
- Capitola Village Master Plan, Capitola, CA
- Citrus Heights Design Review Services, Citrus Heights, CA
- Cloverdale Boulevard Redesign, Cloverdale, CA
- Diamond Match Mill Site Specific Plan, Chico, CA
- El Centro Downtown Revitalization, El Centro, CA
- Jennifer Street Pedestrian Bicycle Bridge, San Luis Obispo, CA
- Mission Plaza, San Luis Obispo, CA
- Moorpark Specific Plan, Moorpark, CA
- Morgan Hill Design Guidelines, Morgan Hill, CA
- Ojai Arcade Plaza, Ojai, CA
- Ojai Arcade Plaza Design Guidelines, Ojai, CA
- Paso Robles Neo-Traditional Design Code, Paso Robles, CA
- Pismo Beach Promenade IV, Pismo Beach, CA
- Port San Luis Master Plan & LCP Amendment, San Luis Obispo, CA
- Prince Memorial Greenway, Santa Rosa, CA
- Santa Clarita Beautification Master Plan, Santa Clarita, CA
- Santa Clarita Design Review Services, Santa Clarita, CA
- Soledad Design Review Services, Soledad, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Ventura Design Guidelines, Ventura, CA

EDUCATION

Bachelor of Science, 1988, Interior Architecture/Space Planning
Kansas State University, Manhattan, KS

Debbie Lagomarcino Rudd, AICP, Cont'd...

PRESENTATIONS:

"Desiging Consumer Friendly Downtowns," October 2003 California APA Conference, Santa Barbara, CA

"When Your Waterfront is a Brownfield," October 2002, California APA Conference, San Diego, CA

"Pedestrian and Bike Paths Along Urban Streams," March 1999, Urban Streams Conference, San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Morros Advisory Committee
- Slovene National Benefit Society

MARCUS ZIEDSES DES PLANTES, AIA
Assistant Director of Architecture

PROJECT ROLE: ARCHITECT

24 YEARS OF EXPERIENCE

STRENGTHS
- High-level design
- Leadership
- Strong Personal Communication Skills
- Single and Multi-Family Residential
- Commercial Architecture
- Recreation-focused Buildings
- Holistic Design

RELATED PROJECT EXPERIENCE
- Laguna Village Shopping Center, San Luis Obispo, CA
- Allied Health Building Academic Campus, North Charleston College, SC
- Arroyo Grande City Council Chambers, Arroyo Grande, CA
- Aspen Glen Residential Homes, CO
- Atlas Corporate Headquarters, North Charleston, SC
- Bank of America, Atascadero, CA
- Bank of Broomfield, Broomfield, CA
- Buffalo Run Golf Club, Golf Course Clubhouse, Commerce City, CO
- Cherry Creek Townhomes, Cherry Creek, CO
- Citadel Mall, Charleston, SC
- DC Ranch Country Club, Golf Course Clubhouse, Scottsdale, AZ
- Garden Crossing Housing, Boulder, CO
- Kissing Camels Development, Colorado Springs, CO
- Laguna Village Shopping Center, San Luis Obispo, CA
- Lumen's Women's Apparel, North Charleston, SC
- Marcucci's Pizza & Pasta, North Charleston, SC
- McKay Landing Fourplex Development, Broomfield, CO
- North Area Medical Center, North Charleston, SC
- North Trident Regional Hospital Annex, Trident Executive Village, North Charleston, SC
- Northwoods Mall, Charleston, SC
- Premier Center Office Development, Charleston, SC
- Silverthorne Commercial Retail Center, Silverthorne, CO
- Runaway Bay Apartment Complex, North Charleston, SC
- Tallyn's Reach Design Source Book, Carma, CO
- The Dairy Center for the Arts, Boulder, CA
- Willard Building Commercial Retail/Renovation, Boulder, CO
- La Jolla Country Club Renovation, La Jolla, CA
- Rolling Hills Golf Clubhouse, Golden, CO
- Texas A&M Golf and Fitness University Club Conceptual Design
- Georgia Tech Golf and Fitness University Club COnceptual Design, Atlanta, GA
- Century Plaza Theater and Retail Center, Atascadero, CA
- Laguna Village Shopping Center, San Luis Obispo, CA

Marcus Ziedses Des Plantes, AIA, Cont'd...

EDUCATION
Bachelor of Science, 1980, Architecture & Environmental Design
California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS
CA Architect, 1985 No. C15715

PROFESSIONAL AFFILIATIONS
American Institute of Architects (AIA)

SCOTT STOKES, P.E.
Manager of Engineering Services

PROJECT ROLE: CIVIL ENGINEER

9 YEARS OF EXPERIENCE

STRENGTHS
- Americans with Disabilities Act Compliance
- Construction Administration
- Construction Documents and Specifications
- Grading, Drainage, Utilities, Storm Water, Sewer and Water Systems
- Public Works Projects
- Site Development
- Street Improvements

RELATED PROJECT EXPERIENCE
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Atascadero Commercial Center, Atascadero, CA
- Atascadero Sewer Lift Station and Force Main Improvement Project, Atascadero, CA
- Bay Street Planning and Implementation, Fremont, CA
- Broad Street Sewer & Water Main Extension, San Luis Obispo, CA
- Fresno Uptown Arts District, Fresno, CA
- Foothill Boulevard Specific Plan, Rialto, CA
- Ojai Arcade Plaza, Ojai, CA
- Pine & Park Streets Water Main Improvements, Paso Robles, CA
- San Miguel Mission Street Improvements, San Luis Obispo, CA

Experience Prior to RRM:
- Dinosaur Caves Park, Pismo, CA
- Golden Hill Park, Paso Robles, CA
- Los Osos Valley Road Streetscape Project, Los Osos, CA
- Los Osos Water System Analysis and Upgrade Project, Los Osos, CA

EDUCATION
Bachelor of Science, 1994, Civil Engineering
California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS
CA Civil Engineer, 1998 No. 58256

PROFESSIONAL AFFILIATIONS
- Coalition for Adequate School Housing (CASH)
- American Society of Civil Engineers (ASCE)
- American Public Works Association (APWA)

SCOTT GRAEFEN
Senior Landscape Architect

PROJECT ROLE: LANDSCAPE ARCHITECT

15 YEARS OF EXPERIENCE

STRENGTHS

- Park Design
- Irrigation Design
- Design Development
- Illustrative Drawings
- Project Organization
- Construction Documents
- Cost Estimating
- Public Outreach
- Planning Design
- Project Management
- Urban Design
- Streetscape Enhancement Projects
- Parks and Recreation Facilities
- Trail Planning and Design

RELATED PROJECT EXPERIENCE

- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Buellton Urban Design Services, Buellton, CA
- California Boulevard/Highland Drive, San Luis Obispo, CA
- Dixon Streetscape Improvements, Dixon, CA
- Dixon Streetscape Metric Conversion, Dixon, CA
- Fresno Uptown Arts District, Fresno, CA
- Gilroy Monterey Street Conceptual Streetscape Design, Gilroy, CA
- Napa Downtown Streetscapes, Napa, CA
- Pacifica State Beach Restoration Plan, Pacifica, CA
- Point Arena Community Park & Trail System, Point Arena, CA
- Santa Margarita Streetscape, Santa Margarita, CA
- Soledad Front Street Improvements, Soledad, CA
- Tehachapi Avenue Streetscape Design, Tehachapi, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Village Glen Housing Development & Streetscape, Arroyo Grande, CA
- Willow Road Extension Project, Nipomo, CA

Experience prior to RRM Design Group

- Ahmanson Ranch, Ventura, CA
- Alhambra Historical Society Museum, Alhambra, CA
- Bell Gardens Park, Bell Gardens, CA
- Eastern Avenue Medians, Bell Gardens, CA
- Florence Avenue Streetscape, Bell Gardens, CA
- Garfield Avenue Streetscape, Bell Gardens, CA
- Harbor Hills Housing, Harbor City, Los Angeles, CA
- Highway 101, Los Angeles CA
- Paramount Boulevard Streetscape, Paramount, CA
- Paramount Boulevard Medians, Paramount, CA
- Quor Resort, Ventura, CA
- Valley Boulevard Medians, Alhambra, CA
- Valley Boulevard Streetscapes, Paramount, CA

Scott Grafen, Cont'd...

EDUCATION
Landscape Architecture Extension Courses, 1990
University of California Los Angeles, Los Angeles, CA

Bachelor of Science, 1988, Landscape Architecture
California Polytechnic State University, Pomona, CA

REGISTRATIONS
CA Landscape Architect, 1993 No. 3841
CA Landscape Contractor, 1997 No. 737588

PROFESSIONAL AFFILIATIONS
- California Society for Ecological Restoration

ANN SEVER
Landscape Architect

PROJECT ROLE: LANDSCAPE ARCHITECT

14 YEARS OF EXPERIENCE

STRENGTHS
- Urban Redevelopment
- Workshop Facilitation
- Parks and Recreation
- Visual Analysis of Structural Impacts
- Roadside Vegetation Management
- Geographic Information Systems (GIS)

RELATED PROJECT EXPERIENCE
- Mid-State Bank, Cambria, CA
- Alan Hancock College Parking Lot Landscape, Santa Maria, CA
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Oak Park Blvd. Road Widening, Grover Beach, CA
- Price Canyon Road Widening, San Luis Obispo County, CA
- Vernon Fire Station No. 2, Vernon, CA
- Orange County Fire Station No. 67, San Clemente, CA
- Sacramento Fire Station No. 20, Sacramento, CA
- Sacramento Fire Station No. 30, Sacramento, CA
- Vineyard Estates, Templeton, CA
- Ojai Arcade Plaza, Ojai, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA
- Bridgeway Mills, Playa Vista, CA
- El Centro Downtown Revitalization, El Centro, CA
- Barney Schwartz Park, Paso Robles, CA
- Bernal Community Park, Pleasanton, CA
- Cambria Community Park, Cambria, CA
- Guadalupe School Lake and Wetland Park, Guadalupe, CA
- Potrero Canyon Restoration Plan, Los Angeles, CA
- Prince Memorial Greenway, Santa Rosa, CA
- San Buenaventura State Beach Facilities, San Buenaventura, CA
- San Luis Obispo Parks, San Luis Obispo, CA
- Ukiah Riverside Park, Ukiah, CA

EDUCATION
Bachelor of Science, 1991, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS
CA Landscape Architect, 1994 No. 4038

BRIAN HANNEGAN
Senior Planner

PROJECT ROLE: LANDSCAPE DESIGNER

12 YEARS OF EXPERIENCE

STRENGTHS

- Landscape Architecture Design
- Urban & Regional Design
- Environmental Planning & Design
- ADA Accessibility
- Computer Aided Design
- Regional Trail Projects
- Wetland Mitigation & Restoration Design
- Construction Contract Administration and Observation
- Park & Greenway Master Plan
- Public Outreach Workshops
- Funding

RELATED PROJECT EXPERIENCE

Experience Prior to RRM:

- 104th Street Landscape Plan, Westminster, CO
- 15th Street Landscape and Sidewalk Plan, Denver, CO
- 63rd Street Realignment and Landscape Design, Boulder, CO
- Batasso Preserve Trail Design, Boulder, CO
- Boston Ave. Streetscape, Longmont, CO
- Coastal Rail Trail, San Diego County, CA
- Colorado Blvd. Landscape and Street Improvements, Denver, CO
- Farmer's Market Streetscape Plan at the Fairgrounds, Longmont, CO
- Fire Station No. 10, Denver, CO
- Fire Station No. 2, Denver, CO
- LA River Bike Path, Burbank, CA
- Mojave River Greenway, Victorville, CA
- Municipal Plaza at the Pearl St. Mall, Boulder, CO
- North Foothills Open Space Trail and Park Master Plan, Boulder, CO
- Oxnard Bike /Pedestrian Pathway, Oxnard, CA
- Rabbit Mountain Open Space Master Plan, Boulder, CO
- Redondo Beach Regional Trail, Redondo Beach, CA
- River Mountain Loop Trail, Henderson, NV
- Rock Creek/Coal Creek Greenway, Louisville, CO
- San Sevain Creek Trail, Fontana, CA
- St. Vrain Greenway Trail, Longmont, CO
- Willow Creek / Twin Lakes Trail, Boulder, CO

EDUCATION

Bachelor of Science, 1990, Landscape Architecture
California Polytechnic State University, San Luis Obispo, CA

Brian Hannegan, Cont'd...

PRESENTATIONS:
"Trail Planning and Design Process", September 2002 California State Parks Conference, Lake Tahoe, CA

PROFESSIONAL AFFILIATIONS
- Trust for Historic Preservation

JAMI WILLIAMS
Senior Planner

PROJECT ROLE: URBAN DESIGNER

7 YEARS OF EXPERIENCE

STRENGTHS

- Preparation of Specific Plans and Master Plans
- Public Outreach and Participation
- Design Guidelines Documents
- Project Design & Graphic Presentations
- Project Team Coordination
- Architectural Design& Construction Drawings
- Façade Improvement Design
- Land Use Planning

RELATED PROJECT EXPERIENCE

- Agoura Village Strategic Plan and Design Guidelines, Agoura Hills, CA
- Chula Vista Urban Core Specific Plan, Chula Vista, CA
- Citrus Heights Design Review Services, Citrus Heights, CA
- Claremont Village West Specific Plan, Claremont, CA
- Cross Valley Connector Aesthetics Plan, Santa Clarita, CA
- East Colorado Boulevard Specific Plan, Pasadena, CA
- El Centro Downtown Revitalization, El Centro, CA
- Morgan Hill Design Guidelines, Morgan Hill, CA
- Ojai Arcade Plaza Design Guidelines, Ojai, CA
- Pismo Beach Promenade, Pismo Beach, CA
- Santa Clarita Architectural Design Guidelines, Santa Clarita, CA
- Santa Clarita Beautification Master Plan, Santa Clarita, CA
- Santa Clarita Community Center Feasibility Study, Santa Clarita, CA
- Santa Clarita Design Review Services, Santa Clarita, CA
- Soledad Design Review Services, Soledad, CA
- Tehachapi Downtown Master Plan, Tehachapi, CA
- Temecula Citywide Design Guidelines, Temecula, CA
- Woodlands Specific Plan, Nipomo Mesa, CA

EDUCATION

Masters Business Administration, 1998, Architecture Management Track
California Polytechnic State University, San Luis Obispo, CA

Bachelor of Architecture, 1996, Architecture
California Polytechnic State University, San Luis Obispo, CA

Semester Design Program, 1995
Ecole D'Art Americaines De Fontainbleau, France

Associate Science, 1992
Cuyamaca College, San Diego, CA

KAREN MASSEY
Associate Planner

PROJECT ROLE: ASSISTANT PLANNER

6 YEARS OF EXPERIENCE

STRENGTHS

- Public Policy
- Due Diligence
- Planning
- Agency Coordination
- Technical Writing
- CEQA Coordination
- NEPA Coordination

RELATED PROJECT EXPERIENCE

- Atascadero Municipal Service Review, San Luis Obispo County, CA
- Atascadero Woodlands Specific Plan, Atascadero, CA
- Black Ranch Master Plan, Paso Robles, CA
- Coalinga General Plan Update, Coalinga, CA
- Eagle Ranch Mapping Certification, Atascadero, CA
- San Buenaventura State Beach Facilities, San Buenaventura, CA
- Sierra Vista Medical Center Master Plan, San Luis Obispo, CA
- Twin Cities Community Hospital Master Plan, Templeton, CA

EDUCATION

Master of City and Regional Planning, 2002
California Polytechnic State University, San Luis Obispo, CA

Bachelor of Science, 1998, Business Administration
California Polytechnic State University, San Luis Obispo, CA

DEMAE TILLOTSON
Associate Planner

PROJECT ROLE: LARGE SCALE MAPPING/MASTER PLANNING

6 YEARS OF EXPERIENCE

STRENGTHS
- City and Regional Planning
- Client Coordination
- Computer Graphics/AutoCAD Skills
- Document Preparation
- Landscape Architecture
- Public Outreach/Consensus Building
- Site Analysis and Planning
- Urban Design

RELATED PROJECT EXPERIENCE
- Avila Beach Front Street Enhancement Plan, Avila Beach, CA
- Ballona Creek and Trail Focused Special Study, Culver City, CA
- Bay Point Waterfront Strategic Plan, Contra Costa County, CA
- Cloisters, Morro Bay, CA
- Crescent City Harbor Master Plan, Crescent City, CA
- Doolin Creek Concept Plan, Ukiah, CA
- Foot of Avalon Urban Design Plan, Wilmington, CA
- Gobbi Street Riverside Park, Ukiah, CA
- Monterey Catellus Parcels Master Plan, Monterey, CA
- Morro Dunes State Trails, Morro Bay, CA
- Pacifica State Beach Restoration Plan, Pacifica, CA
- Port of Los Angeles Community Consensus Process, San Pedro, CA
- Prince Memorial Greenway, Santa Rosa, CA
- Suisun City Downtown Revitalization Plan, Suisun City, CA
- Venice Beach Oceanfront Walk, Venice Beach, CA

EDUCATION
Bachelor of Science, 2000, Landscape Architecture and Environmental Design
California Polytechnic State University, San Luis Obispo, CA

Associate of Arts, 1995, General Education
Diablo Valley College, Pleasant Hill, CA

PRESENTATIONS:
"Ballona Creek Restoration Plans - A Case Study," March 2003, Urban Streams Conference, San Luis Obispo, CA

DON ILER, AIA, NCARB
Director of Architecture, San Juan Capistrano

PROJECT ROLE: PROJECT ARCHITECT

24 Years of Experience

STRENGTHS

- Waterfront Projects
- Recreational Projects
- Commercial Projects
- Public Safety Facilities (Fire & Police)
- Fire/Police Training Centers

RELATED PROJECT EXPERIENCE

- Cabrillo Beach Yacht Basin Community Building & Restrooms, San Pedro, CA
- Oceanside Pier Head Restoration & Lifeguard Headquarters, Oceanside, CA
- Dana Point Yacht Club Remodel, Dana Point, CA
- Cabrillo Beach Yacht Club, San Pedro, CA
- Laguna Beach Fire Station Study, Laguna Beach, CA
- Oceanside Civic Center, Oceanside, CA
- Carlsbad Fire Stations No. 5 & 6, Carlsbad, CA
- Murdy Fire Station No. 2 Study, Huntington Beach, CA
- OCFA (Talega) Fire Station No. 67, San Clemente, CA
- Hayward Fire Station No. 1, Hayward, CA
- Holiday Spa Health Club, National City, CA
- Courtyard Executive Office Building, Mission Viejo, CA
- Los Angeles County Fire Department Fire Station Prototype Station, Los Angeles, CA
- Oceanside Fire Station No. 6, Oceanside, CA
- Del Mar Fire Station Study, Del Mar, CA
- East Escondido Library and Community Center, Escondido, CA
- Holiday Spa Health Club (Historic Adaptive Re-use), Hollywood, CA
- Lloyds Bank, Mission Viejo, CA
- San Juan Capistrano City Hall Remodel, San Juan Capistrano, CA
- Solana Beach Fire and Administrative Facility, Solana Beach, CA
- Van Dell Office Building, Irvine, CA

EDUCATION

Bachelor of Science, 1979, Architecture
California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS

CA Architect, 1984 No. C14836
NV Architect, 1993 No. 3036
OR Architect, 1993 No. 3448
WA Architect, 1993 No. 6236
NCARB No. 42886

Don Iler, AIA, NCARB, Cont'd...

PRESENTATIONS:

"So You Want to Build a New Facility?" June 1992, California Fire Instructors Workshop, San Jose, CA

"How to Select an Architect," June 1992, California Fire Instructors Workshop, San Jose, CA

"Burn Building Architectural Considerations," June 1993, AAI Burn Building Symposium, Newport Beach, CA

PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA)
- National Council of Architectural Registration Boards (NCARB)
- The Waterfront Center
- California Council American Institute of Architects
- Orange County Chapter American Institute of Architects
- California Fire Chiefs Association, Sustaining Member
- California Fire Chiefs Association, Fire Training Section, Southern Region
- San Diego Burn Institute, Contributor, Charitable Foundation Director

DAVID CHACON
Project Manager

PROJECT ROLE: ARCHITECTURAL DESIGNER

11 YEARS OF EXPERIENCE

STRENGTHS

- Architectural Presentation Graphics
- Commercial Retail Architecture Design
- Video Production
- 3D Computer Presentations
- Computer-Aided Drafting and Design
- Bilingual (Spanish)
- Community Consensus Building
- Urban Redevelopment/In-Fill Design
- Construction Background
- Public Meeting Presentation and Facilitation
- Urban Design
- Residential Architecture Design

RELATED PROJECT EXPERIENCE

- Barney Schwartz Park Concession Stands & Restrooms, Paso Robles, CA
- Echo Park Façade Improvement Program, Los Angeles, CA
- Harbor/Watts EDC Waterfront Promenade, Port of Los Angeles, Los Angeles, CA
- Hermosa Beach Fire Station Remodel and Addition, Hermosa Beach, CA
- Huntington Beach Fire Station No. 6 - Edwards, Huntington Beach, CA
- Huntington Beach Fire Station No. 8 - Heil, Huntington Beach, CA
- Milpitas Station No. 1 Replacement Station, Milpitas, CA
- OCFA (Talega) Fire Station No. 67, San Clemente, CA
- Playa Vista Fire Station, Los Angeles, CA
- Port of Los Angeles Community Consensus Planning Process, San Pedro, CA
- Redondo Beach New Main Fire Station, Redondo Beach, CA
- Port of Los Angeles Community Consensus/Planning Process, Wilmington, CA
- Wilmington Parkway, Wilmington, CA
- Port of Long Beach Fire Station No. 24, Los Angeles, CA
- San Pedro Welcome Park and Bandini Canyon Project, San Pedro, CA

EDUCATION

Bachelor of Architecture, 2000, Architecture
California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL AFFILIATIONS

- American Institute of Architects (AIA), Associate Member
- Building Institute Association (BIA), Southern California Chapter
- San Pedro Chamber of Commerce

SCOTT MARTIN
Designer I

PROJECT ROLE: STAFF ARTIST

2 YEARS OF EXPERIENCE

STRENGTHS
- Hand Rendering
- 3-D Modeling
- CAD Diagramming
- CAD Drafting
- Illustrative
- Graphic Design
- Computer Modeling

RELATED PROJECT EXPERIENCE
- Agape Christian Fellowship, San Luis Obispo, CA
- Apple Valley Village Vision Renderings, Apple Valley, CA
- Brookhurst Triangle, Long Beach, CA
- Cal Poly San Luis Obispo Mustang Memorial Stadium, San Luis Obispo, CA
- Cal Poly San Luis Obispo Student Housing II, San Luis Obispo, CA
- Cambria Elementary School, Cambria, CA
- Centre Street Lofts, San Pedro, CA
- Century Plaza Theater and Retail Center, Atascadero, CA
- Mid State Bank Cambria Branch, Cambria, CA
- Paso Robles Public Safety Facility, Paso Robles, CA
- Santa Ana Downtown Vision Strategy Plan, Santa Ana, CA
- Santa Clarita Community Center, Santa Clarita, CA
- Saratoga Fire Department Headquarters Replacement Station, Saratoga, CA

Experience Prior to RRM:
- Cyber City Master Plan - China
- Ancient City of Giza, Historical Drawings - Egypt

EDUCATION
Bachelor of Architecture, 2002
California Polytechnic State University, San Luis Obispo, CA

MICHAEL MONTOYA, P.E.
Manager of Construction Services

PROJECT ROLE: COST ESTIMATOR

12 YEARS OF EXPERIENCE

STRENGTHS

- Project Management
- Construction Management/Administration
- Cost Estimating
- Pre-construction and Bidding
- Quality Control and Assurance Inspections
- Construction Claims Analysis

RELATED PROJECT EXPERIENCE

- C Street Parking and Office Structure, Anchorage, AK
- Alaska Regional Medical Office Building C, Anchorage, AK
- Applied Materials Building One, San Jose, CA
- Applied Materials Campus Project, San Jose, CA
- Deering Landfill, Deering, AK
- Deering Road Rehabilitation, Deering, AK
- Fred Meyer Building, Eagle River, AK
- GCI Parking Expansion, Anchorage, AK
- Henderson Apartment Complex, San Luis Obispo, CA
- Hillside Road, Kotzebue, AK
- Kobuk Landfill, Kobuk, AK
- Kotzebue 3rd Avenue Improvements, Kotzebue, AK
- New Glennallen Bank, Glennallen, AK
- New St. Paul Health Center, St. Paul Island, AK
- Petersville Road, Cache Creek, AK
- Potter Creek Subdivision, Anchorage, AK
- Providence Hospital RV Parking Facility, Anchorage, AK
- Shishmaref Sanitation Road, Shishmaref, AK
- Strawberry Village Cottages, Anchorage, AK
- Totem Ocean Trailer Express/Port of Anchorage Redevelopment, Anchorage, AK
- Cal Poly San Luis Obispo Student Housing II, San Luis Obispo, CA
- Cal Poly San Luis Obispo Technology Park, San Luis Obispo, CA
- Cal Poly San Luis Obispo Telecommunications Infrastructure Upgrade, San Luis Obispo, CA
- Mid State Bank Cambria Branch, Cambria, CA
- Mid State Bank San Luis Obispo Branch, San Luis Obispo, CA
- Morro Bay Power Plant, Morro Bay, CA
- Pismo Beach Promenade IV, Pismo Beach, CA
- Port San Luis Master Plan, Avila Beach, CA
- Saratoga Fire Department Headquarters Replacement Station, Saratoga, CA

Michael Montoya, PE, Cont'd...

EDUCATION
Master of Science, 1998, Construction Engineering & Management
Stanford University, Stanford, CA

Bachelor of Science, 1995, Civil Engineering
California Polytechnic State University, San Luis Obispo, CA

REGISTRATIONS
CA Civil Engineer, 2003 No. 65816
AK Civil Engineer No. 10373

PROFESSIONAL AFFILIATIONS
- American Construction Inspectors Association (ACIA)
- Project Management Institute (PMI)
- American Society of Civil Engineers (ASCE)

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer RRM Design Group, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   ✓ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Gregory Peters	Chief Financial Officer
Name	Title
	1/19/2004
Signature	Date

FORM P-5

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: **All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: RRM Design Group

☑ **I AM NOT**
☐ **I AM**
A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☑ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 146

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					10	4
Asian or Pacific Islander					1	2
American Indian					2	
Filipino						
White	8	1	12	5	52	48

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	95%
Women	%	%	%	%	%	5%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: **I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date
Susan Whalen	Susan Whalen	Human Resources Manager	1/19/2004

FORM P-7

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Greg Peters hereby submit this certification to the (County department) Department of Beaches & Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) RRM Design Group, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 3765 S. Higuera St., Suite 102, San Luis Obispo, CA 93401 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 19th day of January 2004 (Month and Year)

at: San Luis Obispo, CA (City/State) 805/543-1794 (Telephone No.)

by: _____

(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

FORM P-8

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: RRM Design Group		
Company Address: 3765 S. Higuera St., Suite 102		
City: San Luis Obispo	**State:** CA	**Zip Code:** 93401
Telephone Number: 805/543-1794		
Solicitation For (Type of Services): Urban Planning and Design Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" **means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.**

"Affiliate or subsidiary of a business dominant in its field of operation" **means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.**

☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

☑ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

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

Print Name: Gregory Peters	**Title:** Chief Financial Officer
Signature:	**Date:** 1/19/2004