

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
SWA GROUP, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and SWA GROUP, INC., a Texas corporation, 811 West 7<sup>th</sup> Street, 8<sup>th</sup> Floor, Los Angeles, CA 90017 ("Consultant").

WHEREAS, City requires a San Pedro Waterfront Connectivity Plan, a dynamic planning document that analyzes the existing waterfront public access and private development progress, and provides a conceptual program to guide future Port improvements and private development sites into a network of well-connected, multi-use spaces accessible to the public; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in the holistic development of the waterfront to address various design elements; and

WHEREAS, Consultant possesses extensive experience in blending the use of urban design, planning, architecture, landscape, public transportation, and other elements to create a global destination and attraction using modern techniques that are both aesthetically pleasing and foster connectivity within the local community and larger region; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and

regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

## 2. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

## 3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of

the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One (1) year has lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Four Hundred Ninety Eight Thousand Dollars (\$498,000).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

“I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City’s Living Wage Ordinance.

\_\_\_\_\_  
”  
(Consultant’s Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

6. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

9. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be

provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(4) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Article 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

12. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article 1. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

13. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit E.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

15. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

17. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

## 19. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

## 20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent

necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

21. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Waterfront Real Estate, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with

all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

25. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit F.

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

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

## 27. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

## 28. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

## 29. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

## 30. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall

be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

31. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

32. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

33. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

34. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

////

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

SWA GROUP, INC.

Dated: 7/15, 2022

By: [Signature]  
Ying-yu Huna, Managing Principal  
(Print/type name and title)

Attest: [Signature]  
Gerdo Aquino, Co-CEO / Principal  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

July 20, 2022  
MICHAEL N. FEUER, City Attorney  
STEVEN Y. OTERA, General Counsel

By: [Signature]  
MINAH PARK, Deputy

Account #	<u>54290</u>	W.O. #	_____
Ctr/Div #	<u>0429</u>	Job Fac. #	_____
Proj/Prog #	_____		
<b>Budget FY: Amount:</b>			
	<u>22/23</u>	<u>\$498,000</u>	
	<b>TOTAL</b>	<b>\$498,000</b>	
<b>For Acct/Budget Div. Use Only:</b>			
Verified by:	<u>[Signature]</u>	<small>Digitally signed by Joanna Ames Date: 2022.07.18 11:45:55 -0700</small>	
Verified Funds Available:	<u>[Signature]</u>	<small>Digitally signed by Frank Lu Date: 2022.07.18 22:11:16 -0700</small>	
Date Approved:	<u>7/18/2022</u>		

## EXHIBIT A



Long Beach Shoreline, an SWA Legacy Project

## WORK PLAN

The proposed leadership team for this proposal, Gerdo Aquino (Co-CEO) and Ying-yu Hung (Managing Principal) have accomplished a variety of tasks related to public amenities, waterfronts, public parks, recreation and open space in context-sensitive environments, including: visioning, community outreach, design, construction administration, and coordination.

SWA will lead the following Tasks in collaboration with our subconsultant team:

- Information Review (Task 1)
- Site Tour (Task 2)
- Internal Workshop (Task 3)
- Stakeholder Engagement (Task 4)
- Prepare Draft SPWCP (Task 5)
- Presentation of Draft SPWCP (Task 6)
- Presentation of Final SPWCP (Task 7)

We acknowledge the 12-month timeline for the delivery of this project.

SWA proposes a final submission of the San Pedro Waterfront Connectivity Plan after the completion of the presentation

to the Board of Harbor Commissioners in a public meeting to process and address the comments which may have arose from the Harbor Commissioners' review.

### TASK 1: INFORMATION REVIEW

*Task Goals: Project Kick-off, Existing Conditions Analysis*

*Primary Consultant: SWA*

*Supporting Consultant: HR&A, Anchor QEA, Cambridge Systematics, Alta.*

#### Task 1.1 Project Kick-Off

SWA will gather the information necessary to perform the services outlined in this proposal, and establish project goals with the Port of Los Angeles Waterfront & Commercial Real Estate Division. SWA will attend a project kick-off meeting within five days of notice-to-proceed to establish lines of communication, goals, define expectations and finalize the proposed schedule. The broad structure of the plan and expectations for implementation and Board action will be discussed.

#### Task 1.2 Existing Document Analysis

SWA and team will document and describe the existing plans and analyses in a memorandum. As part of this task SWA will provide:

# EXHIBIT A

- Review planning documents, technical studies, and relevant materials including the San Pedro Waterfront and Promenade focused studies such as the Bridge to Breakwater Development Plan (2005) and the San Pedro Waterfront EIR (2009) and the Port of LA Master Plan. – *SWA also understands the Port is conducting multiple EIR studies and new development opportunities.*
- Review materials for existing documents for projects in progress including Alta Sea, West Harbor, and other prospective developments.
- Summary of Key Issues and Findings

### Data request to Port of Los Angeles:

Port of Los Angeles to provide materials necessary for review during Task 1 within five days of the Project Kick-off Meeting.

- Site survey
- Utility Information
- Prior master plan and planning documents, including previous community and stakeholder outreach
- Organization chart of pertinent internal and external stakeholders
- Pertinent mobility plans
- Waterfront tenants / leases

### Deliverables

- Memorandum of Existing Document Analyses
- Meeting Minutes

### Meetings

- Kick-Off Meeting – One (1)
- Review findings from the Existing Document Analysis – One (1)

## TASK 2: SITE TOUR

*Task Goals: Gain familiarity with the project site and its urban context, photograph & document site conditions*

*Primary Consultant: SWA*

*Supporting Consultant: HR&A, Cambridge Systematics, Alta*

### Task 2.1 Coordinate and Conduct Site Tour

SWA will conduct a visual survey of the San Pedro Waterfront on land and water, including but not limited to access points, site circulation, tenants, open spaces and additional surrounding areas, including but not limited to covering additional areas such as the Wilmington Waterfront, Downtown San Pedro, Rancho San Pedro, San Pedro City Hall,

and others. This site tour will also evaluate a preliminary location and strategy for open space utilization, activation, programming opportunities, and potential for public art in the open space as a larger attraction. Specific open space areas mentioned include, but are not limited to, 22nd Street Park and waterfront promenade areas (per addendum issued on 11.17.2021; page 2 of 3). For this task, due to the sheer size of scope area, we propose the visual survey be conducted over several days.

### Task 2.2 Visual Survey Results

SWA and team will document and describe existing conditions of the site in order to provide an understanding of the project context and changing conditions or characteristics that may represent unique segments, significant features of influence, or other factors.

As part of this task SWA will provide a:

- Visual Inspection on existing site conditions of the waterfront to include, but not limited to:
  - Site Entry Points
  - Pedestrian Circulation
  - Bicycle Circulation
  - Vehicular Circulation
  - Site Design Elements
- Aerial photography by SWA's in-house Imaging Team
- Summary of Key Issues and Findings

### Request to Port of Los Angeles:

- Attendance at some or all of the Site Tour;
- Providing guidance on routes for marine tour;
- Assistance in supporting SWA's request to take site photography (aerial photography in high-traffic areas such as the Port of LA may necessitate agency cooperation).

### Meetings

- Site tour planning meeting – One (1), may be combined with Task 1 Existing Document Analyses Review meeting
- Presentation of Key Issues and Findings – One (1)

### Deliverables

- Memorandum of Site Tour
- Meeting Minutes

# EXHIBIT A

## TASK 3: INTERNAL WORKSHOP

*Task Goals: Establish project goals with the Harbor Department team.*

*Primary Consultant: SWA*

*Supporting Consultant: WSA, American Systematics, Inland CEQ, ALTA, Terra A*

We understand this project includes diverse stakeholders including public agencies, tenants, developers, and various community members. Task 3 Workshops provide an opportunity to collaborate with Port of LA senior managers and other internal stakeholders who are not involved with regular working meetings.

### Task 3.1 Internal Workshop Planning

SWA will host and facilitate an Internal Workshop with the Harbor Department in which we share observations from the Information Review and Site Tour (Tasks 1 and 2).

Goal & objective is to collaborate with Harbor Department staff to refine:

- SPWCP goals
- Project scope
- Stakeholder engagement strategy
- Areas of study
- Responsibilities
- Schedule - to total 12 months from date of contract
- Discuss CEQA and other implementation considerations
- Any additional items

At this time, SWA will request the Port of LA's Harbor Department to help establish the internal and external stakeholders which will include Harbor Department Staff, Board of Harbor Commissioners, boating community, and any new or ongoing development / leaseholders. The goal is to define the groups of established voices who will guide the planning process.

The SWA team will engage with these stakeholders early-on to establish the groundwork for the San Pedro Waterfront Connectivity Plan. It will also be vital for SWA to meet with the stakeholders prior to finalizing the stakeholder engagement strategy and public outreach process.

### Meetings

- Planning Meeting with Harbor Department - Two (2)

### Task 3.2 Conduct Internal Workshops

#### Workshop #1: Connectivity Charrette

Upon completion of the Information Review and Site Tour, SWA will facilitate and lead a planning charrette with the Harbor Department. The internal charrette will begin with listening to project background, issues and challenges from your team with a specific focus on the connectivity elements of the plan and initial implementation considerations.

Based on the information and details uncovered from this charrette, SWA will refine a site plan analysis that identifies key opportunities and considerations along the waterfront and document them in graphic form.

*\* SWA will provide services onsite at the Harbor Department with full knowledge that the meeting protocols are subject to all current Los Angeles County Department of Public Health Officer Orders and all City of Los Angeles COVID-19 related Orders and Ordinances applicable at the time.*

#### W#1 - Deliverables

- Internal Workshop Presentation
- Site Plan Analysis
- Meeting Notes
- Revised Stakeholder Engagement Plan

#### W#1 - Meetings

- Internal Workshop - One (1)

#### Workshop #2: Implementation Charrette

Upon commencement of the Implementation Strategy as part of *Task 5.3*, SWA will facilitate a second internal charrette with the Harbor Department to review the draft connectivity elements developed and further develop strategies for implementation.

SWA will utilize the information and details uncovered from this charrette, to inform the SWA's approach to plan implementation.

#### W#2 - Deliverables

- Internal Workshop Presentation
- Meeting Notes

#### W#2 - Meetings

- Planning Meeting with Harbor Department - One (1)
- Internal Workshop - One (1)

## EXHIBIT A

### TASK 4: STAKEHOLDER ENGAGEMENT

*Task Goals: Assist the Harbor Department team with the stakeholder outreach sessions.*

*Primary Consultants: SWA, Here LA*

*Supporting Consultant: H2O, A+TA*

We understand that the Harbor Department staff will lead the stakeholder outreach sessions, and that SWA will play a supporting role. Outreach will likely be conducted in a variety of means including, but not limited to, a design charrette that concludes with a presentation to stakeholders. Stakeholders may include, but are not limited to, Neighborhood Councils, business associations, schools, community groups, governmental entities, elected officials and other key tenants and/or operators. SWA's outreach efforts will be focused on general public engagements; direct engagement with specific external stakeholder groups, if requested, will be provided by the Harbor Department.

SWA has proven outreach methods to gain community feedback from community groups, organizations, and individuals. SWA will help to plan and execute two community meetings to gain local stakeholder input that will inform the development of the SPWCP. Throughout this task, SWA will be sure to coordinate with the Harbor Department staff prior to each meeting to determine roles and approach, as well as follow up to determine objectives and next steps.

The SWA team believes that designers should guide collaboration rather than impose solutions. We replace the traditional notion of authorship: "I created this object," with a new one: "We nurtured this process." We believe that we can nurture a process that creates an authentic waterfront experience founded in the unique and extraordinary qualities of the San Pedro Waterfront and its surrounding community. We feel strongly that the Port of LA's outreach methods always center everyone's voices. A collaborative process will include interpreting the outreach efforts conducted during previous planning efforts, and providing a variety of engagement touch points throughout the life of the project with the goal of targeting a range of interest groups.

While we anticipate that in-person public outreach can be conducted safely within the context of the COVID-19 public health crisis, we are outlining virtual options for the Harbor Department's consideration. We find that an outreach approach that includes social media presence and online

surveys captures more diverse populations that may not necessarily be available to attend in-person meetings.

After the project Kick-off with the Harbor Department and reviewing the strategy and outreach goals, SWA will finalize and re-submit the following proposed Stakeholder Engagement Plan.

#### Stakeholder Engagement Plan

##### Task 4.1: Website and Social Media

We understand that outreach materials and announcements will have an element of digital interaction whether on the Port of LA's website or the social media channels managed by the Port of LA. In anticipation of digital collateral, SWA's graphic design team will aid in creating outreach flyers and presentation materials that will be ready for digital publishing on the website or social media. Promoting community engagement workshops is a critical part of the project's success. SWA understands that the Harbor Department will provide all necessary contact email list, to promote events to the community, or assign someone at the Department to distribute outreach promotional materials.

##### Task 4.2: Community Workshop (#1)

The purpose of the first community meeting is to introduce the project to the community and the goals. SWA can facilitate an in-person meeting to collect community input on preliminary ideas that came from the Internal Workshop as part of Task 3.1 (Community Meeting #1). SWA will provide a presentation, pin-up boards, and posters which reflect preliminary engagement questions. The workshop could also include focused breakout sessions or conversations.

In conjunction with Here LA, the team will create a custom arts-based method to help communicate planning topics and facilitate community feedback for people of all ages. The task will include:

- Design, fabricate, and deliver one (1) interactive workshop that will be held at a key project location on the San Pedro Waterfront; or at an existing community event such as a Farmers' Market. The workshop will include a large-scale, colorful interaction that will invite people to set goals and guiding principles and weigh in on project ideas or themes. While the design of the workshop will be decided upon initial team conversations, a few examples include:

## EXHIBIT A



Engaging and interactive outreach displays at the Redondo Beach King Harbor - SWA (DEC 2021)

- A sculpture or mural that community members help build, which documents people's ideas and dreams for the Waterfront through color, shape, or design.
- A self-guided walking tour that uses Augmented Reality to allow people to see and comment on proposed improvements in real-time and in-situ.
- A community-based art project that asks residents for their thoughts through a survey and then displays their ideas creatively at a vacant storefront, blank façade, or empty fence.

The team will propose up to two concepts for the activity and then will refine the design, based on input from the Port of LA team. We will then finalize and fabricate the workshop, with a focus on simple, eye-catching, memorable, and tangible materials. We will carry out and then summarize the workshop findings into a visually oriented summary that can get folded into the final plan.

Lastly, in light of the ongoing COVID-19 public health emergency, if required, this Community Workshop could be easily tailored to be online. With a combination of an online survey and Zoom meeting, SWA can present the project to the community, and solicit feedback. We propose utilizing

the program Mentimeter <https://www.mentimeter.com/> to prepare and collect community input. Mentimeter can be used for real-time input gathering during our Zoom meeting, and can also be a shareable link to send to community members who may not be able to attend. SWA will prepare a survey with a variety of questions, polls, and word clouds to electronically gather community input.

Quantity: One (1) Workshop that will be in-person or online

Focus: Introduce project and solicit community input

Duration: 2-3 hours

### **Task 4.3: Community Open House #2**

After SWA has met with the community and has had an opportunity to begin developing a preliminary plan, SWA will host an open house to inform the community on the plan progress and updates. The meetings will be held in an open house format, where participants may come and go as they please. There will be various stations staffed by consultant team members to collect input and answer any questions the community may have on the plan progress. Harbor Department team members and officials will also be present and available to answer questions. These open houses could

## EXHIBIT A

also be adapted to an online or socially distant format if required.

- **Deliverables:** One (1)
- **Frequency:** Share progress for community feedback
- **Duration:** 2-3 hours

### Deliverables

- Finalized Stakeholder Engagement Plan
- Outreach Materials (Printed and Graphic)
- Online Survey Materials
- Presentations
- Summary of Input Received

### Meetings during Task 4

- Community Workshop: One (1)
- Community Open House: One (1)
- Planning Meeting with Harbor Department - Two (2)

## TASK 5: PREPARE DRAFT SPWCP

*Task Goals: Create a draft SPWCP for review and comment.*

*Primary Consultant: SWA*

*Supporting Consultants: HR&A, Cambridge Systematics, Anchor QEA, ALTA, Here LA*

SWA, Cambridge Systematics, Here LA, Anchor QEA, ALTA and HR&A will work collaboratively along with the Harbor Department to develop a Draft San Pedro Waterfront Connectivity Plan. Throughout this process, the consultant team will engage in on-going conversations with the Port of LA's CEQA team to inform the Plan's implementation.

The plan will serve as a framework to improve the existing public waterfront from Cabrillo Beach to the south and the area around the Los Angeles World Cruise Center / Vincent Thomas Bridge to the north, with connectivity strategies that extend to the Wilmington Waterfront, Downtown San Pedro, Rancho San Pedro, San Pedro City Hall, and other pertinent areas. The plan will cover connectivity improvements on the ground through trolleys, bike paths, pedestrian paths and trails; as well as connectivity improvements on the water via water taxis.

This framework plan will include an overall site plan, drawings, and diagrams that are summarized in a final report addressing the following elements:

- Overarching vision of the San Pedro Waterfront;

- Substantial progress and investment in the area by the Harbor Department and Port partners;
- Pending infrastructure projects and private development opportunities with potential timelines and market triggers;
- Develop a comprehensive connectivity strategy that identifies plans, policies, projects, responsible parties, and implementation programs;
- Develop the plan with input from a public participation process.

The first step will be to confirm a plan outline with the Harbor Department, to verify how the consultant team is working towards covering all plan elements. The second step will be to begin drafting the plan based on the input collected from the various interactions with the stakeholder workshops and the public engagement process.

The consultant team will review plan elements with Harbor Department and City of LA CEQA staff to identify anticipated CEQA status of projects resulting from the Plan. CEQA studies or analyses will not be provided by the consultant team.

The SPWCP is intended to be a high quality, clearly presented, visually appealing plan that has a detailed narrative and dynamic graphics and figures. Project maps shall be editable to allow future web-based representation that can be edited by the Harbor Department as context changes (Adobe InDesign, AutoCAD etc.).

The draft SPWCP should generally include the following:

**Task 5.1: San Pedro Waterfront Overview** – Narrative, graphics, maps and renderings that communicate the vision and current conditions of the San Pedro Waterfront, including, but not limited to:

- Open space and promenade areas
- Destinations/tenants
- Pending Harbor Department infrastructure projects that are funded through the Public Access Investment Plan (PAIP)
- Future private development opportunities
- Conduct a high-level scan of San Pedro's real estate market, drawing on both market and demographic data, to understand the overall performance of key commercial and hospitality uses in the San Pedro

## EXHIBIT A

area, which will guide and inform the design team's initial understanding of feasible product types for the waterfront.

- Perform a thorough review and evaluation of relevant case studies on catalytic waterfront developments that were successfully implemented, both in terms of real estate development and cultural programming. Inform case study analysis based on past HR&A work in developing strategies for environments in Detroit, Jacksonville, and Long Beach, and other precedents that demonstrate excellence in cultural programming such as public art, entertainment attractions, and temporary installations/activations.
- Analyze characteristics and conditions of key development sites in the project area, outlining potential suitable land uses as well as any issues or barriers that could arise during redevelopment.

**Task 5.2: Connectivity Elements** – SWA will develop application of best practices in the connectivity within the San Pedro Waterfront itself (key attractions), connectivity with the adjacent neighborhood (for example – Downtown San Pedro and Rancho San Pedro, San Pedro City Hall, 22nd Street), the Wilmington Waterfront, and greater region. Connectivity modes include, but are not limited to:

- Motorized Connectivity: Public Transit, Rubber Tire Trolley, Transportation Network Company
- Non-motorized Connectivity: Bicycle, Scooter, Pedestrian, sidewalks, crosswalks, landscaping, etc.
  - *The Harbor Department staff will lead and manage any vehicular traffic issues that will need to be addressed (with the exception of public/para-transit discussed below), such as roadway/signal modifications and parking, with support from the selected Consultant team.*
- Water Connectivity: Water-taxi, recreational boat, etc.
- Wayfinding Program
- Public Art in open space as a larger attraction: Examples are DesertX, High Line, Storm King, and Franconia
- Open Space utilization, activation and programming opportunities

### Motorized Connectivity

Team member Cambridge Systematics (CS) will support assessment of vehicular traffic issues and multimodal

connectivity. CS staff have previously worked on several projects in the San Pedro waterfront area as well as in the Wilmington waterfront area. CS also recently supported the port with detailed refinements to the Port Transportation Analysis Model (PortTAM) to enable the model to forecast traffic to and from the waterfront area.

CS will be able to assess traffic flows along the Seaside Freeway, Harbor Boulevard, Sampson Way, Front Street, Nagoya Way and other roadways that serve the waterfront area and the Waterfront LA destinations. As part of assessment of vehicle flows, CS will assist in assessing the integration of all modes including bicycle, pedestrian and transit services with auto traffic to and from Waterfront LA. Issues such as transit stop placement and design along roadways, pedestrian amenities and coordination with traffic at crosswalks and intersections and bikeway treatments both on and off-street will be assessed.

The PortTAM model can be used to accurately project future trips to and from Waterfront LA and to understand peak hour flows and the capacity needed to serve the development. In addition, some Port of Los Angeles container terminals including Yang Ming and TraPac are located north of the waterfront and many Port related trucks also use the Seaside Freeway (I-110) and Front Street. These routes also provide access to the commercial waterfront destinations. CS will use the model to project the mix of auto and truck traffic at the interchange of Front Street and the freeway and recommend conceptual improvements that will adequately serve both the Port terminal operations as well as Waterfront LA.

As needed, CS and the team will assess vehicle and multi-modal level of service and contribute to recommendations for appropriate cross section treatments for all key access routes. Transit services are provided by LA Metro including local (lines 205 and 246) and express service (Silver Line 910/950) as well as LADOT Dash services. The LA Metro NextGen Plan also results in some modifications to transit services to the waterfront area including extending service directly to Waterfront LA commercial areas and reducing headways during certain times of the day. The team will assess current and future transit services, headways, ridership and integration of transit with other modes as well as connectivity between modes.

## EXHIBIT A

### Non-Motorized Connectivity

Alta will review the San Pedro Waterfront and Promenade from Bridge to Breakwater Development Plan, the San Pedro Waterfront EIR, and other pertinent information as it relates to non-motorized circulation and access. Alta will lead the analysis and development of non-motorized connectivity throughout the Waterfront itself, adjacent neighborhoods, and the greater region. This includes geoprocessing of collision data, origin and destination data, public input map data, and bicyclist level of traffic stress analysis.

### Pilot Project

Develop a pilot project within the study area. Along with Here LA, SWA will identify and draw plan views, sections, and renderings as appropriate for the pilot project. The goal is to identify “quick wins” for the SPWCP; projects that can be done quickly and affordably, while having a positive impact for the community. Pilot projects would support the connectivity objectives of the project and could include arts-based components, such as an artful mural crosswalk at a key intersection, branded sidewalk prints or tree grates, streetspace reallocation, bus stop improvements, a pop-up protected bike lane with outboard landscaped planters, temporary street furniture, parklets, a pop-up traffic circle, or pop-up plazas and multi-use spaces to enliven the streetspace.

The pilot project will be illustrated on a series of tear sheets, which in addition to graphics and descriptions, will include implementation ideas, suggested project partners, outreach steps, action items, and evaluation/tracking mechanisms. Including clearly delineated pilot projects in the Connectivity Plan will help the community “buy-in” to the Plan and be able to see change happen. These projects can help transform public streets into attractive spaces where people want to be. Pilot projects can also be designed to achieve other project objectives such as Safe-Routes-to-School improvements, Healthy Streets, or Sustainable and Green Streets “Rehearsals.”

### Open Space Utilization, Activation & Programming Opportunities

The project team will develop preliminary planning, design, and programming concepts and opportunities, and an overall strategy to activate open spaces and integrate

transformative new development with the public realm within the overall study area. This includes:

- Evaluate feasibility, planning considerations, and implementation implications of these programming concepts and opportunities. Evaluation will consider of project goals for open space, connectivity/mobility, and destinations/placemaking, as well as stakeholder feedback.
- Provide planning and design parameters and implementation implications – this may include, for example, recommendations on location and frequency of activities, parking and mobility needs, identification of important adjacencies, recommended partnerships and connections with the local community.
- Refine the list of programming strategies based on feasibility and other considerations, which will ensure that key Plan elements are grounded in implementation realities.

### Water Taxi Network

The water taxi network will be led by Anchor QEA, who can advise on the routes and pragmatic considerations for creating a network of stops along the San Pedro Waterfront.

### Wayfinding

The wayfinding strategy for the San Pedro Waterfront will be led by SWA's in-house graphic design team. SWA's award-winning communications and graphic design department will work in conjunction with our urban design and placemaking team to make a clear and systemic communication strategy of significant places along the waterfront. Wayfinding can be more than a method of guiding people to the right places. It can also be an opportunity for environmental education and recognizing the history of the place.

Identity systems, signage and wayfinding, and other important information systems such as bike paths, trolley stops, and other pieces of communication such as safety protocol can be developed in conjunction with the San Pedro Waterfront Connectivity Plan as needed.

### Public Art

The inclusion of art as placemaking plays a crucial role in developing a unique sense of place. Finding special moments and opportunities in the site design to connect to the

## EXHIBIT A

community history or uniqueness, helps develop a well-established place. Furthermore, public art can enhance the experience of the San Pedro waterfront and the storytelling opportunities that lie within.

**Task 5.3: Implementation** – The SPWCP will identify plans, policies, programs and/or projects to be implemented. Implementation recommendations will include short and long-term programs/projects with a focus on actionable items in the next five (5) years.

Our team’s strong philosophical commitment to planning, designing, and implementing quality projects offers several advantages. As experienced planners, architects, engineers and landscape architects, we offer the ability to understand the breadth of the entire project and the elements essential to successful realization of the overall design concept. The SWA team is comprised of experienced professionals who understand what it takes to get the job done, and to help the Harbor Department to develop an implementation strategy that will set this project up for success and execution.

The implementation strategy goes beyond phasing, we consider how this project will be implemented and funded throughout our planning and design process keeping strategic improvements and cost effectiveness in mind.

Implementation measures will delineate between Harbor Department and/or other third-party responsibility (other governmental agencies, private developers, non-profits, etc.) with timelines, objective thresholds, and market triggers. The Implementation projects will identify triggers and conditions necessary for initiation (examples include market conditions, density, and activation levels required). For this task, the SWA Team shall complete the following.

Prepare an implementation strategy that provides a roadmap for investment along the waterfront consistent with the Plan framework. The strategy will:

- Review rough order-of-magnitude costs associated with each intervention, as available and developed by the design team
- Identify potential funding sources, financing mechanisms, and/or incentives required for their effective implementation.
- Establish a priority list of public policies and capital

projects that can be leveraged to implement planning, design, and programming concepts.

- Outline a pragmatic phasing strategy that defines the anticipated timeline for each intervention and the optimal sequence in which they will be completed based on current market realities.
- Describe the roles and responsibilities and governance considerations required for short- and long-term management of the implementation process.

### Deliverables

- DRAFT San Pedro Waterfront Connectivity Plan with chapters dedicated to:
  - Connectivity element (motorized, non-motorized, and water-based methods)
  - Pilot projects
  - Implementation strategy
  - Wayfinding Program
  - Public Art
  - Open Space Utilization
  - Programming Concepts and Opportunities
  - Development Opportunities & Case Studies

### Meetings

- Meetings with Harbor Department –approximately every other week, fifteen (15) meetings estimated
- Draft Plan Milestone Presentations – Two (2)

## TASK 6: PRESENTATION OF DRAFT SPWCP

*Task Goals: Work with the Harbor Department to revise the Draft SPWCP as needed, and prepare for presentation of the Draft to the public.*

*Primary Consultant: SWA*

*Supporting Consultant: M&A, Design & Construction  
Contract: 014, 015, 016*

### Task 6.1: Refine Draft SPWCP

Presentation of Draft SPWCP. The Consultant will prepare a draft SPWCP, which will be reviewed by the Harbor Department. Revisions will be made by the Consultant as needed. A subsequent presentation of the revised draft SPWCP will be made in a public meeting to the Board of Harbor Commissioners. After the presentation to the Board, the community should be allowed a reasonable period of time to provide comment.

## EXHIBIT A

### Deliverables

- Meeting Minutes
- Presentation of Draft SPWCP

### Meetings

- Meetings with Harbor Department - One (1)

## TASK 7: PRESENTATION OF FINAL SPWCP

*Task Goals: Work with the Harbor Department to finalize the draft SPWCP for presentation to the Board of Harbor Commissioners.*

*Primary Consultant: SWA*

*Supporting Consultant: H&A, Cambridge Systematics, Amey, Q&S, A, T, and others*

### Task 7.1: Present Final SPWCP to Board of Harbor Commissioners

SWA will prepare a final SPWCP, which will include responses to all comments received during the public review period. The final SPWCP will be presented by SWA to the Board of Harbor Commissioners in a public meeting, for formal action.

At the conclusion of the 12-month planning and outreach period, SWA will attend a series of public hearings to present the San Pedro Waterfront Connectivity Plan. SWA anticipates one (1) Public Hearing in which the Board of Harbor Commissioners will provide final comment or take formal action to adopt the plan.

Throughout the public hearing process the Harbor Commissioners may present comments or feedback to the Harbor Department and SWA teams. At this time, SWA can incorporate minor comments and update the final SPWCP at the end of the public hearing process.

### Deliverables

- Presentations
- Final Submission San Pedro Waterfront Connectivity Plan

### Meetings

- Meetings with Harbor Department - Three (3)
- Public Hearings: One (1)

## ASSUMPTIONS AND CONSIDERATIONS

1. The proposed 12-month timeline to produce the deliverables outlined in this work plan considers appropriate milestone review periods by the Harbor Department. Should there be a delay in review or approval to proceed into the next phase, there could be an impact to the proposed project timeline.
2. When scheduling community outreach events, it is preferred the dates coincide with existing community events or occur at a time/date that would encourage maximum community involvement. Holidays or school schedules should be considered when finalizing these outreach dates.
3. While we anticipate that in-person public outreach can be conducted safely within the context of the COVID-19 public health crisis, we are outlining virtual options for the Harbor Department's consideration. We find that an outreach approach that includes social media presence and online surveys captures more diverse populations that may not necessarily be available to attend in-person meetings.

## STANDARD EXCLUSIONS

The Harbor Department shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. Topography and boundary surveys.
2. Cost estimation.
3. Soils testing and/or engineering.
4. Existing site engineering and utility base information.
5. Engineering other than that provided within the Scope of Services.
6. Site environmental studies and documentation.
7. BIM/REVIT or similar except for specific coordination items identified in the Scope of Services.

## **EXHIBIT A**

8. LEED documentation preparation and analyses.
9. Expediting, code, zoning consultant.
10. Structural engineering for site structural elements such as shade structures and pavilions.
11. Site lighting selection, attachment detailing, layout circuitry and photometric analysis.
12. Ornamental Pools and Fountains.
13. MEP (Mechanical, Electrical, Plumbing) services.
14. Any item not specifically addressed in this proposal.

## EXHIBIT A

# PROPOSED TIMELINE SUMMARY

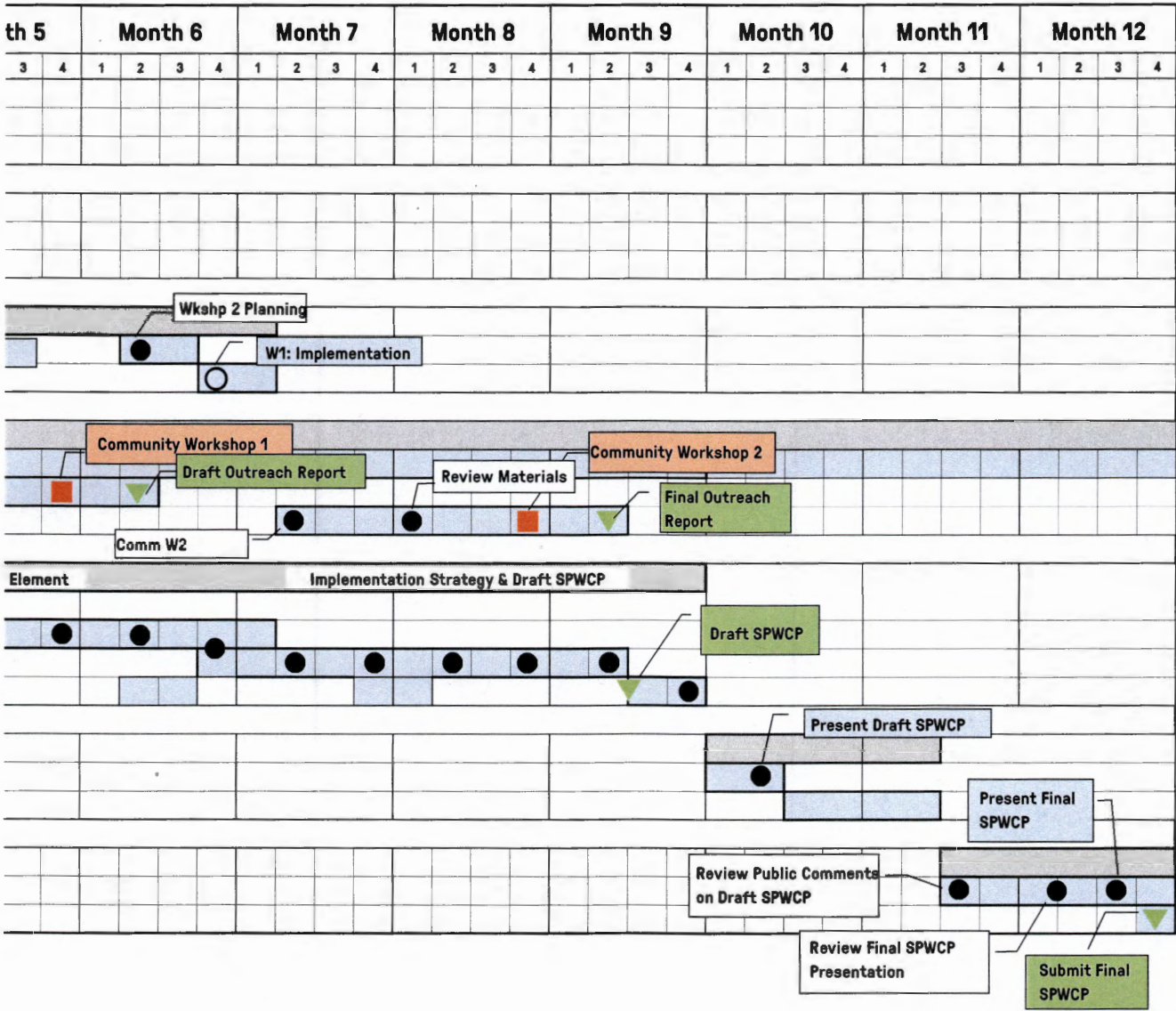
TASKS		Month 1				Month 2				Month 3				Month 4				Mont	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2
<b>1</b>	<b>Information Review - 1.5 Months</b>																		
1.1	Project Kick-Off	●																	
1.2	Existing Document Analysis																		
<b>2</b>	<b>Site Tours - 2 Months</b>																		
2.1	Coordinate & Conduct Site Tours																		
2.2	Visual Survey Results																		
<b>3</b>	<b>Internal Workshop - 2 Months</b>																		
3.1	Internal Workshop Planning																		
3.2	Conduct Internal Workshop																		
<b>4</b>	<b>Stakeholder Engagement - 9 Months</b>																		
4.1	Website & Social Media																		
4.2	Community Workshop (Mtg #1)																		
4.3	Community Open House (Mtg #2)																		
<b>5</b>	<b>Prepare Draft SPWCP - 8 Months</b>																		
5.1	San Pedro Waterfront Overview																		
5.2	Connectivity Elements																		
5.3	Implementation Strategy																		
5.4	Harbor Department Review of Draft SPWCP																		
<b>6</b>	<b>Presentation of Draft SPWCP - 1.5 Months</b>																		
6.1	Draft SPWCP Public Presentation to Board of HC's																		
6.2	Public Review & Comment Period (4 weeks)																		
<b>7</b>	<b>Presentation of Final SPWCP - 1.5 Months</b>																		
7.1	Present Final SPWCP to Board of Harbor Commissioners																		
7.2	Final Submission																		

**Key**

- Regular Working Meeting with Harbor Dept
- Internal Workshop Meetings
- ▼ Milestone/Deliverable
- Outreach Meetings with Stakeholders

- Task
- Subtask

# EXHIBIT A



## EXHIBIT B

### Fee Proposal by Task

Services described above shall be provided for the fixed sum of **\$498,000**. We anticipate additional costs, such as printing and reprographics, outreach materials, to not exceed \$34,000 without prior approval.

Estimated Fee per Month and Hourly Rates are included in the following page.

TASK	SWA	HR&A	Cambridge Syst.	Here LA	Alta	Anchor QEA	TOTAL
<b>Task 1: Information Review</b>	\$15,860	\$4,440	\$6,440	As-Needed	\$2,890	\$2,000	\$31,630
<b>Task 2: Site Tour</b>	\$20,740	\$2,220	\$4,720	As-Needed	\$3,640	\$1,000	\$32,320
<b>Task 3: Internal Workshops</b>	\$20,740	\$6,660	\$3,860	\$4,500	\$2,380	As-Needed	\$38,140
<b>Task 4: Stakeholder Engagement</b>	\$70,760	\$2,220	\$970	\$16,650	\$2,130	As-Needed	\$92,730
<b>Task 5: Prepare Draft SPWCP</b>	\$84,180	\$54,020	\$42,640	\$21,150	\$25,400	\$15,500	\$242,890
<b>Task 6: Present &amp; Refine Draft SPWCP</b>	\$15,860	\$2,220	\$6,822	\$1,350	\$8,000	\$1,000	\$35,252
<b>Task 7: Present Final SPWCP</b>	\$15,860	\$2,220	\$4,548	\$1,350	\$560	\$500	\$25,038
<b>Total by Firm</b>	<b>\$244,000</b>	<b>\$74,000</b>	<b>\$70,000</b>	<b>\$45,000</b>	<b>\$45,000</b>	<b>\$20,000</b>	<b>\$498,000</b>

Estimated Reimbursables	TOTAL
Project Website Graphic Collateral	\$2,000
Graphic Printing	\$5,000
Online Survey	\$2,000
Outreach Materials (Boards, Print-Outs, other)	\$20,000
Travel	\$5,000
<b>TOTAL</b>	<b>\$34,000</b>

**EXHIBIT B**

**Hourly Billing Rates**

FIRM	Staff Classification	Billing Rate
SWA	Co-CEO	\$320
SWA	Managing Principal	\$310
SWA	Associate Principal	\$145- \$165
SWA	Planner, Designer	\$105- \$120
HR&A	Chair / Vice Chair	\$300
HR&A	Senior Advisor	\$430- \$535
HR&A	Partner	\$450
HR&A	Principal	\$290
HR&A	Director	\$310
HR&A	Senior Analyst	\$200
HR&A	Analyst	\$110
HR&A	Research Analyst	\$100
HR&A	Admin	\$100
Here LA	Founder, Principal	\$300
AnchorQEA	Principal	\$280
AnchorQEA	Sr. Manager	\$250
AnchorQEA	Manager	\$233
AnchorQEA	Senior Staff	\$208
AnchorQEA	Sr Tech Editor	\$300
AnchorQEA	Tech Editor	\$300
AnchorQEA	Sr Coord / Biller	\$136

FIRM	Staff Classification	Billing Rate
Cambridge Systematics	Principal	\$232- \$446
Cambridge Systematics	Senior Associate	\$177- \$340
Cambridge Systematics	Associate	\$139- \$249
Cambridge Systematics	Senior Professional	\$117- \$177
Cambridge Systematics	Professional	\$92- \$142
Cambridge Systematics	Production/Support	\$95- \$190
ALTA	Senior Principal	\$355
ALTA	Principal	\$247- \$300
ALTA	Principal, Senior Associate	\$203- \$240
ALTA	Senior Associate, Associate	\$180- \$195
ALTA	Associate, Senior	\$151- \$175
ALTA	Senior, Level I	\$128- \$138
ALTA	Senior, Level II	\$103- \$116
ALTA	Administration	\$98
ALTA	Intern	\$80
Here LA	Founder, Principal	\$300

# EXHIBIT C

## MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DVBE	PROPOSED		ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Directions:**  
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

EXHIBIT C

\* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

## **EXHIBIT D**

### **AFFIRMATIVE ACTION PROGRAM PROVISIONS**

#### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

## **EXHIBIT D**

### **AFFIRMATIVE ACTION PROGRAM PROVISIONS**

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

## **EXHIBIT D**

### **AFFIRMATIVE ACTION PROGRAM PROVISIONS**

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;

## **EXHIBIT D**

### **AFFIRMATIVE ACTION PROGRAM PROVISIONS**

4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT E

### SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 0%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 541310. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$8 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

SWA Group, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked.

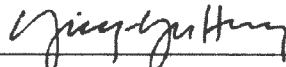
SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked.

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature:   
Printed Name: Ying-yu Hung

Title: Managing Principal  
Date Signed: 11/30/2021

# Consultant Description Form - Prime & Sub Consultant

## Consultant Description Form

### PRIME CONSULTANT:

Contract Title: RFP for San Pedro Waterfront Connectivity Plan (BAVN #201265)  
Business Name: SWA Group, Inc. LABAVN ID#: Company ID: 19263  
Award Total: \$ 498,000  
Owner's Ethnicity: n/a\* Gender n/a\* Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO  (Check only one) \*SWA Group, Inc is a  
Primary NAICS Code: 541320 - Landscape Architectural Services 100% employee-owned corporation  
Address: 811 W 7th Street, 8th Floor  
City/State/Zip: Los Angeles, CA 90017  
County: Los Angeles  
Telephone: ( ) 213-236-9090 FAX: ( ) 213-236-9091  
Contact Person/Title: Ying-yu Hung, Managing Principal  
Email Address: yhung@swagroup.com

### SUBCONSULTANT:

Business Name: Cambridge Systematics, Inc. LABAVN ID#: 17504  
Award Total: (% or \$): \$70,000  
Services to be provided: Transportation Planning  
Owner's Ethnicity: White Gender Male Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO  (Check only one)  
Primary NAICS Code: 541611  
Address: 515 S Figueroa St #1975  
City/State/Zip: Los Angeles, CA 90071  
County: Los Angeles  
Telephone: ( ) 213-372-3009 FAX: ( ) 213-372-3010  
Contact Person/Title: Gary Hamrick, Principal  
Email Address: ghamrick@camsys.com

### SUBCONSULTANT:

Business Name: Alta Planning & Design, Inc LABAVN ID#: 11498  
Award Total: (% or \$): \$45,000  
Services to be provided: Multi-modal Connectivity Analysis  
Owner's Ethnicity: White Gender M Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO  (Check only one)  
Primary NAICS Code: 541330  
Address: 617 W. 7th St. Suite 1103  
City/State/Zip: Los Angeles, CA 90017  
County: Los Angeles  
Telephone: ( ) 213-489-7443 FAX: ( ) \_\_\_\_\_  
Contact Person/Title: Emily Duchon, Principal in Charge  
Email address: emilyduchon@altago.com

## Consultant Description Form

**SUBCONSULTANT:**

Business Name: HR&A Advisors LABAVN ID#: 12602

Award Total: (% or \$): \$74,000

Services to be provided: Open space and implementation strategy

Owner's Ethnicity: n/a\* Gender n/a\* Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO  (Check only one)

\*HR&A Advisors is a  
100% employee-owned corporation

Primary NAICS Code: 541000

Address: 700 S Flower Street, Suite 2995

City/State/Zip: Los Angeles, CA 90004

County: Los Angeles

Telephone: ( ) 310-581-0900 FAX: ( ) 310-581-0910

Contact Person/Title: Judith Taylor

Email Address: jtaylor@hraadvisors.com

**SUBCONSULTANT:**

Business Name: Here Design Studio, LLC (Here LA) LABAVN ID#: 98320

Award Total: (% or \$): \$45,000

Services to be provided: Urban Design, Outreach, Urban Planning

Owner's Ethnicity: Af Am & Caucasian Gender F Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)

Local Business Enterprise: YES  NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: 541320

Address: 777 South Alameda St., 2nd Floor,

City/State/Zip: Los Angeles, CA 90021

County: Los Angeles

Telephone: ( ) 323-686-1814 FAX: ( ) \_\_\_\_\_

Contact Person/Title: Shannon Davis / Co-Director

Email Address: sdavis@here.la

**SUBCONSULTANT:**

Business Name: Anchor QEA LABAVN ID#: 61245

Award Total: (% or \$): \$20,000

Services to be provided: Waterfront Civil / Structural Master planning

Owner's Ethnicity: Caucasian Gender M Group: SBE VSBE MBE WBE DVBE  DBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO  (Check only one)

Primary NAICS Code: 541330

Address: 9700 Research Drive

City/State/Zip: Irvine, CA 92618

County: Orange

Telephone: ( ) 949-347-2780 FAX: ( ) \_\_\_\_\_

Contact Person/Title: Steve Cappellino

Email address: scappellino@anchorqea.com

**HARBOR DEPARTMENT  
CONTRACTS AND PURCHASING DIVISON (CPD)  
APPROVAL TO PREPARE AGREEMENT**

**Project Title:** San Pedro Waterfront Connectivity Plan  
**Originating Division:** Waterfront and Commercial Real Estate  
**Contact Person:** Michael Cham **Extension:** 3771  
**Contract Administrator:** Felicia Ansley  
**Type of Agreement:** Personal services, BOHC  
**Selected Firm:** SWA Group, Inc.

<u>FA</u>	GREEN SHEET COMPLETED AND SIGNED
<u>FA</u>	INSURANCE ASSESSMENT
<u>FA</u>	SELECTION COMMITTEE MEMBERS LIST PROVIDED
<u>FA</u>	CONFLICT OF INTEREST STATEMENTS FROM ALL MEMBERS
<u>FA</u>	MEMO TO MOVE FORWARD SIGNED BY SENIOR MANAGER
<u>FA</u>	1022 DETERMINATION FORM/ PROCESS PROPERLY COMPLETED
<u>N/A</u>	UNION NOTIFICATION REQUIREMENT MET
<u>FA</u>	RFP, RFQ, ETC REVIEWED AND RELEASED BY CPD/CITY ATTORNEY
<u>FA</u>	SELECTION PROCESS COMPLETED IN ACCORDANCE WITH RFP
<u>FA</u>	AFFIDAVIT AND CONSULTANT DESCRIPTION FORMS PROPERLY COMPLETED AND SIGNED
<u>No</u>	IS ANY PORTION OF THE ANTICIPATED DOLLAR AMOUNT REIMBURSABLE BY A FEDERAL, STATE, OR LOCAL GRANT OR FOUNDATION?
<u>FA</u>	DEBARMENT VERIFICATION

**FOR CPD USE ONLY:**

<b>Reviewed by:</b>	<u>CONTRACTS &amp; PURCHASING DIV</u>	<u>DATE</u>
<b>Verified by:</b>	<u><i>Felicia Ansley</i></u>	<u>3/10/22</u>
	<u>CONTRACTS &amp; PURCHASING DIV</u>	<u>DATE</u>

## EXHIBIT F

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

## EXHIBIT F

Exhibit F (cont.)

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

## EXHIBIT F

Exhibit F (cont.)

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.