Engineering

On-Call Engineering Services

REQUEST FOR PROPOSALS

April 5, 2016
April 5, 2016

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING SERVICES

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from qualified consultants to provide on-call engineering services. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

Instructions and forms to be used in preparing the qualifications are found in the information included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

<table>
<thead>
<tr>
<th>Request for Proposals Published</th>
<th>Tuesday, April 05, 2016</th>
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<tr>
<td>Questions Due</td>
<td>Thursday, April 14, 2016 by 3 pm</td>
</tr>
<tr>
<td>Responses Posted</td>
<td>Wednesday, April 27, 2016</td>
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<tr>
<td>Proposals Due</td>
<td>Thursday, May 12, 2016 by 3pm</td>
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If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding this RFP, please contact Tanisha Herr by email at therr@portla.org. Questions must be submitted by Thursday, April 14, 2016. Responses will be posted on the Harbor Department's website at http://www.portoflosangeles.org/business/RFP_proposals.asp on Wednesday, April 27, 2016. It is the responsibility of any proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of this RFP. In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.

Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org.

Sincerely,

TRICIA J. CAREY
Director, Contracts and Purchasing Division
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**ATTACHMENTS / EXHIBITS**

- Attachment 1 – Sample On-Call Engineering Agreement
- Exhibit A - Affirmative Action
- Exhibit B – Small/Very Small Business Enterprise Program
- Exhibit C - Business Tax Registration Certificate (BTRC) Number
- Exhibit D - Equal Benefits Ordinance
- Exhibit E - RFP Selection Evaluation Form
- Exhibit F – Bidder Contributions CEC Form 55
- Exhibit G – Iran Contracting Act of 2010
1. INTRODUCTION

1.1 Brief Overview of the Project

The Engineering Division is soliciting proposals from qualified consultants to provide on-call/as-needed engineering and architectural services to support the Department’s Capital Improvement Program (CIP), Maintenance Improvement Program (MIP), and Aesthetic Mitigation Program (AMP).

This RFP may result in the creation of a pool of consultant firms for the following engineering disciplines as regulated by the California Board of Professional Engineers and Land Surveyors: civil; structural; electrical; mechanical; geotechnical; transportation; architectural/landscaping; control systems; industrial; fire protection; land surveyor; and corrosion.

After approval of an agreement by the Board of Harbor Commissioners, the Executive Director will have authority to approve work on a specific project through the use of a Project Directive. The Project Directive will define the scope of work, maximum cost, schedule, terms of payment, deliverables, work site, personnel or sub-consultant(s) to be utilized, and other pertinent details. Directives will be issued to selected consultants based on their expertise, availability, and cost necessary to complete the work.

1.2 The Port of Los Angeles

The Port of Los Angeles, Southern California’s gateway to international commerce, is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities.

The Port of Los Angeles encompasses 7500 acres, covers 43 miles of waterfront and features 27 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 165 million metric revenue tons of cargo annually. In 2015, the Port moved 8.1 million TEUs, maintaining its rank as the number one container port in the United States.

The Port of Los Angeles has a strong commitment to developing innovative strategic and sustainable operations that benefit the economy and the quality of life for the region and the nation it serves. As the leading seaport in North America in terms of shipping container volume and cargo value, the Port generates 830,000 regional jobs and $35 billion in annual wages and tax revenues. A proprietary department of the City of Los Angeles, the Port is self-supporting and does not receive taxpayer dollars.

2. PROJECT DESCRIPTION

2.1 Project Scope of Work

The following items will be part of the scope of work for this project:
Harbor Department Engineering Guidelines: Consultant acknowledges receipt, review and understanding of the City’s Harbor Department's "Engineering Design Guidelines," and Computer Aided Design "CAD Manual" ("Guidelines") and shall perform this Scope of Work in accordance with Guidelines. Within ten (10) days of this Agreement’s effective date, Consultant shall notify Engineer in writing of any terms, criteria, or procedures contained therein which Consultant does not intend to use in performing the Scope of Work. Engineer shall provide a written response to any such comments received from Consultant, which shall be binding for purposes of this Agreement.

Task 1. Project Management and Coordination

Consultant shall provide state-of-the-art project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: Project initiation, Project planning and scheduling, Project controls, Project execution, and Project administration and closing. Consultant shall address issues, including, but not limited to, Project integration, Project scope development, Project management, cost management, quality assurance and control issues, human resource requirements, Project communications, and Project risk management.

Consultant shall initiate, plan, execute, direct, control, and administer the Project by effectively organizing, staffing, directing, integrating, and coordinating the required Project Tasks and Subtasks. These services shall be performed in a professional manner as per current project management principals, guidelines, and standards promoted by recognized project management organizations and institutions. This task includes the following:

Task 1.A Project Management Plan

Consultant shall provide a detailed project management plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the Plans, Specifications, and Estimates (PS&E) packages. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice to Proceed issued under the Agreement.

Task 1.B Deliverables

Consultant shall produce the original work product and ten copies or exact reproductions thereof of all deliverables submitted to the Harbor Department. Deliverables may include, but are not limited to, drawings and/or plans, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, and other items of any type whatsoever, whether in the form of writing, figures, delineation or electronic data prepared or compiled in connection with this Agreement.

1. Drawings produced by Consultant shall conform to the best standards of the profession in which the generator of the drawings practices. Information shall be organized in a logical, systematic manner, using the necessary number of drawings required to maintain clarity and completeness. Drawings and specifications shall fully delineate the work to be done and materials required. Dimensions, diagrams, descriptions, cross sections, and details shall
demonstrate adequacy of design for review, permitting, bidding, and construction.

2. Reports and specifications shall be prepared on a word processor and hard copy submittals shall be on 8-1/2" X 11" size white paper unless otherwise approved by Engineer. Submittals shall be bound, except any final submittal intended solely for reproduction by City shall be unbound. Pages shall be numbered in the lower margin. Reports shall include a title page and table of contents with lists of exhibits, plates and appendices. Information shall be presented in a clear, logical, and organized manner which will facilitate review by the reader. Reports and studies shall be submitted in draft or preliminary form for review prior to the final submittal. Specifications shall be prepared in conformance with the format of the Construction Specifications Institute, unless Engineer otherwise directs.

3. Unless otherwise directed in writing, Consultant shall submit all deliverables, such as reports, drawings, specifications, designs, calculations, schedules and all work necessary to produce its deliverables, in an electronic format (AutoCad and/or PDF) acceptable to Engineer in addition to the hard copies. Consultant shall assure at the start of Project that its proposed method of electronic submittal to City is consistent with City's computer hardware, networking and software systems, including layering of information and the attachment of data files to the drawings. Pertinent data gathered during the course of the work will be entered into an electronic database (if required) acceptable to Engineer. In conjunction with the submittal of computer-generated calculations, Consultant shall document the appropriateness of the selected software to the task and clearly describe the input/output and default elements of the software and their relation to the Project.

4. Unless Engineer otherwise directs in writing, the drawings are to be electronically generated on a CAD (Computer Aided Design) system equal to or compatible by translation with the City's AutoCAD system. To enable drawing elements to be manipulated and translations to be efficient, all CAD-generated drawings shall be developed as dimensionally and geometrically precise models (to three decimal places) of the work depicted. For a CAD system other than AutoCAD, a translated representative sample (one sheet minimum of each discipline) must be included with each submittal. Consultant shall conform to the drafting standards, layering and symbology of City. Consultant will be apprised by City of its layering and symbology requirements prior to the start of work.

5. Signature and record drawing submittals shall be in electronic format as approved by Engineer as well as the original reproducible vellum. Each original drawing sheet shall be stamped and signed by an engineer or architect appropriately licensed to practice in the State of California.

Task 1.C Suitability of Work and Consultant Cooperation
Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design, plans, specifications, and estimates (if such plans and specifications are within the scope of Consultant’s work), and related corrections and changes which are best suited for the contemplated construction, and ensure all work is completed in accordance with this Agreement and with sound engineering principles and is signed and sealed by a licensed Professional Engineer and/or Architect, as appropriate. Consultant shall, upon request of the Engineer, provide all calculations, data, charts, and other information of any type whatsoever which support its designs or other work performed pursuant to this Agreement. Consultant may not assert as a basis for refusing to provide such information that it is proprietary. Consultant shall satisfy Engineer that design decisions are based on objective evaluation of the requirements of the facility owner and user, meet site-specific conditions, comply with Project construction cost budget, and minimize long-term operation and maintenance costs. Consultant is aware and agrees that the City has the right to submit the Consultant's work product to independent design reviewers. Consultant agrees to fully cooperate with such reviewers if City determines review is appropriate. Consultant's obligation to cooperate shall include the obligation to respond in an objective professional manner to requests for information, and, if expressly requested by Engineer, to enter into a dialogue with the reviewer regarding the comments of the reviewer on the work.

**Task 1.D Quality Control/Quality Assurance Plan**

In conjunction with the PMP, the Consultant shall also prepare a quality control/quality assurance plan (QC/QA Plan) for the Project, within 30 days of issuance of the first Notice to Proceed under this Agreement. The QC/QA Plan shall be prepared in accordance with minimum requirements of City’s Harbor Department, recognized professional standards, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both Consultant and Subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. As part of the Consultant's QC/QA Plan, Consultant Senior Staff shall perform independent review of all documents for completeness, technical accuracy, and coordination and code compliance at the end of each work phase prior to submittal of deliverables to Engineer.

**Task 1.E Prepare Project Schedule**

Consultant shall develop a computerized critical path method schedule (CPM Schedule) using Microsoft Project. This schedule shall be created in close coordination with the Engineer or Engineer's designee. The initial schedule shall be submitted 30 days after the issuance of the first Notice to Proceed under this Agreement. The schedule shall initially focus on design phase activities, including significant milestones, permits, utility coordination and related Tasks, to allow for effective planning, monitoring and reporting throughout the Project. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the schedule should coincide with the monthly Project Development Team (PDT) Meeting, where reporting shall take place.

**Task 1.F Monthly Progress Status Reports and Schedule Updates**
Consultant shall prepare monthly progress reports that include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall maintain the CPM Schedule. The schedule will be reviewed in close coordination with Engineer. Each month a schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item. The CPM Schedule shall also be updated each month to show progress.

**Task 1.G  Project Development Team (PDT) Meetings**

Consultant shall attend monthly PDT meetings with Project stakeholders throughout the term of this Agreement. Consultant’s Project Manager shall attend each meeting. It is anticipated that various other members of the Project team, including Subconsultants, shall attend the meetings, as needed. Consultant shall prepare an agenda and distribute meeting minutes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting.

**Task 1.H  Subconsultant Administration**

Consultant shall administer all Subconsultants on this Project. All Subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.

**Task 1.I  Meetings, Permits, and Utility Coordination**

Consultant shall attend meetings, conferences, hearings and provide drawings, applications, and exhibits necessary to obtain all required approvals, plan checks, permits, variances and utility services/modifications for the Project. Consultant shall determine regulatory agency approvals, plan checks, permits and variances necessary for Project's design and construction unless the Engineer otherwise directs in writing. Consultant shall prepare and deliver to Engineer, for review and comment, minutes of all meetings attended within three (3) working days after the meeting, whether or not City is represented at said meetings, if the subject of such meeting is material to design of Project or if Engineer requests such meeting minutes.

**NOTE:** Project Management and Coordination services and costs are included within all major scope of services Tasks (Tasks 2.0 – 10.0) and so are not broken out separately as Task 1.0.

**Task 2  Geotechnical Engineering Services**

Consultant will investigate the soil and subsurface conditions at the project site, and provide geotechnical recommendations for design of the project. The geotechnical work shall include, but not necessarily be limited to the following:

A. Review and analysis of existing information:
1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the Project area.

2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.

3. Inspect site to determine existing site conditions.

B. Field Investigation:

1. Following review of available geotechnical information, Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (CPT) or other data acquisition and testing required for design of the Project.

2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.

3. Detailed planning of field investigation:
   a. Arrange for and schedule drillers;
   b. Make preparations for sample handling, transportation, and testing;
   c. Locate test borings;
   d. Locate utilities and other onsite interferences and mark location on the ground;
   e. Obtain necessary permits; and
   f. Schedule field staff.

4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements as approved by Engineer. CPT data shall be obtained during borings.

5. Borings in uncontaminated areas shall be backfilled with soil cuttings except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to the following:
   a. Index testing:
      i. Moisture content/dry density;
      ii. Specific gravity;
      iii. Atterberg limits;
iv. Sand equivalent;
v. Sieve analysis; and
vi. Resistivity.

b. Consolidation tests with time plot.

c. Soil Strength test:
i. Triaxial compression;
ii. Direct shear; and
iii. Standard penetration test

d. R-value or CBR tests.

e. Compaction tests.

f. Chemical analysis:
i. pH;
ii. sulfates; and
iii. chlorides.

D. Prepare soil data report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
2. Prepare and draft boring logs using GINT program.
3. Prepare site soil plan, profile, and cross sections.
4. Prepare data report.

E. Geotechnical analysis:

The geotechnical analysis shall be based on both the currently available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:

1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria and considering the significance of the Palos Verdes Fault.

2. Foundation analysis:

a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains, and light poles considering local site conditions and recommended seismic requirements.
b. Prepare technical report.

3. Pavement design:

a. Develop pavement section for roadway improvements based on adjoining property usage.
b. Provide R-values and CBRs of sub-grade for pavement design.
c. Prepare technical report.

4. General grading:

a. Provide analyses and recommendations for the following:

i. Trench excavation, backfill and shoring;
ii. Site grading, fill placement and compaction;
iii. Subgrade preparation for foundations and footings of structures;
iv. Bedding requirements for utilities and substructures; and
v. Dewatering.

5. Corrosive potential

a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and Draft reports:

The findings, conclusions and recommendations shall be discussed with City as they are developed. Upon completion of the work, Consultant shall submit five copies of the draft report containing the findings, conclusions, and recommendations with the supporting field and laboratory data for review by City. Consultant shall review and address City’s comments, and submit ten copies of the final report to City.

G. Plans, Specifications, and Estimates Review:

Consult with designers during Preliminary and Final Designs as necessary to implement recommendations and review project plans, specifications, and estimates for conformance with geotechnical recommendations.

Task 2 Deliverables

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports; and
- Draft and final geotechnical reports.

Task 3 Conceptual Study and Report Phase

After issuance of the first written Notice to Proceed under this Agreement, Consultant shall perform Conceptual Study and Report for the Project. That work shall include, but not necessarily be limited to the following:

A. Visit the site and become familiar with the Project area;
B. Review available survey, coordinate control information and record plans, and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade) and existing grades. Provide a list of additional surveys required, which will be performed by the City’s survey forces;

C. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations;

D. Coordinate work with adjacent projects, facilities and improvements;

E. Develop detailed project design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this work; and

F. Prepare a report and documentation package presenting the results of the two (2) conceptual studies to clearly present the considerations involved and the alternative solutions available setting forth Consultant’s findings, evaluations and recommendations. Document and recommend one preferred plan that best achieves the project design criteria.

Task 3 Deliverables

- Preliminary Conceptual Study (Design Criteria Manual);
- Final Conceptual Study report;
- Architectural exhibits/artist renderings;
- Preliminary architectural plans;
- Landscaping exhibit(s);
- Mechanical/electrical/ exhibit(s);
- Grading and surfacing exhibit(s);
- Utility and substructure exhibit(s);
- Construction phasing;
- Refined design imagery;
- Preliminary project construction cost estimates; and
- Preliminary project design and construction schedules

Task 4 Preliminary Design Phase (40% Construction Plans)

A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by City, and issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall perform the preliminary (40%) design.

B. Plans shall include typical sections and details and illustrate the architectural, civil, structural, electrical and mechanical design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.
C. The preliminary design submittal shall include, but not necessarily be limited to, the following for all facilities:

1. Architectural Plans;
2. Site plan showing coordination and relationships with overall site development;
3. Construction phasing plan;
4. Removal plan;
5. Substructure plan;
6. Civil design;
7. Structural design;
8. Mechanical/HVAC Design;
9. Plumbing design;
10. Electrical design;
11. Storm drain plans and details;
12. Landscape and hardscape design;
13. Striping and signage plan;
14. Utility plan;
15. Site/Area lighting plan;
16. Rail plan;
17. Outline specifications for each discipline of work;
18. Updated project cost estimate and schedule;
19. Utility demand estimates; and
20. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

Task 4 Deliverables

Deliverables from this phase will provide a general overview of the entire proposed development not necessarily attempting to group the plans by anticipated construction contract sets. The deliverables will include:

- Preliminary architectural plans;
- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary structural plans;
- Preliminary mechanical/electrical/plumbing plans;
- Preliminary utility plans;
- Preliminary landscape and hardscape plan;
- Preliminary signing & striping plans;
- Preliminary site/area lighting plans;
- Preliminary rail plans;
- Preliminary construction cost estimate;
• Preliminary construction schedule;
• Associated reports and analysis work; and
• Outline of specifications

Task 5  Eighty-percent Construction Documents (80% DESIGN)

A. Upon issuance of written Notice(s) to Proceed from the Engineer, proceed with 80% design of Project. This procedure is the same for the Final design.

B. Preparation of plans, specifications, and estimates in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.

C. Permits and approvals:

1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies.

2. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for Project other than those that are required to be obtained by contractor(s). These applications shall be submitted to Engineer for review and approval prior to filing with appropriate agencies.

3. Permits/approvals for this project include, but are not necessarily limited to the following:
   
a. City of Los Angeles, Department of Building and Safety;
   b. City of Los Angeles Department of Public Works;
   c. City of Los Angeles Fire Department;
   d. Federal Railroad Administration; and
   e. California Public Utilities Commission.

4. Changes in the plans, specifications, and estimates, including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.

5. Consultant shall determine and obtain any other permits required by the local, state, and federal agencies for Project.

Task 5  Deliverables

An 80% version of the following, grouped by contract set, will be provided to the City at the end of this design phase.

• Architectural plans;
• Site plan;
• Construction phasing plan;
• Removal plan;
Task 6 Final Design Documents (100% DESIGN)

A. Upon issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from the City and City Department of Building and Safety.

B. Plans, specifications, and estimates shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.

C. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.

D. Submit a detailed estimate of the cost based on the bid items and provide a Class “A” estimate.

E. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of contractor’s scheduling submittal.

Task 6 Deliverables

Final versions of the following contract sets consisting of plans, specifications and estimates are anticipated:

- Architectural plans;
- Site plans;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility composite plan;
- Landscape and hardscape plans;
- Signage and striping plans;
- Site/area lighting plan;
- Rail plans;
- Updated construction estimates;
- Updated construction schedules;
- Associated reports and analysis work;
- Calculations; and
- Specifications

**Task 7 Signature Submittal**

A. Following review and incorporation of comments of Engineer, original plans, specifications, and estimates, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.

B. The original drawings and two vellums drawings, electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.

C. Submit to Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.

**Task 7 Deliverables**

- Original drawings;
- Unbound original specifications;
- Final cost estimate;
- Final schedule; and
- Final quantities and calculations.

**Task 8 Bidding Phase**

Consultant will provide assistance to the City during the contract(s) advertising and award process to include the following:

A. Assistance in pre-qualifying potential bidders;
B. Attendance at pre-bid meetings;
C. Assistance in reviewing responses to bidder inquires;
D. Assistance with preparing addendums as needed; and
E. Assistance in reviewing bids.
Task 9  Design Services during Construction

Consultant shall provide the following services in support of the City on-site construction management efforts.

A. Office Engineering:

1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the project contractor for compliance with permits and plans, specifications, and estimates.

2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the City.

3. Address Requests for Information ("RFI’s") from the project contractor and Building and Safety Inspectors.

4. Prepare record (as-built) drawings on original plans as per the data supplied by the Project contractor via the City’s construction manager.

B. Field Engineering:

1. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at selected weekly progress meetings.

2. Observe and report to the City on any performance test required by the plans and specifications.

3. Attend final inspections of project’s completed construction contracts.

C. Structural Observation:

Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.

This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.

Task 9  Deliverables

- Responses to RFIs;
- Field reports and “punch lists”; and
- Reviewed shop drawings and submittals.

Task 10  Additional Design Services
This work includes, but is not limited to, technical studies, analyses, conceptual – final designs, and other engineering services as directed by the Engineer that relate to the Project.

Due to business conditions, the scope of services for this Project is subject to change. Negotiations between the Department and potential firms will address final scope of services, fees, compensation, and other relevant issues. Upon completion of negotiations, the agreement will be submitted to the Board of Harbor Commissioners for approval. Upon approval by the Board of Harbor Commissioners, the Consultant shall begin work only after negotiation of a Project Directive and when the Chief Harbor Engineer issues a Notice to Proceed.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Submission

Proposals shall be no longer than 50 single-sided pages or 25 double-sided pages, on 8 ½” X 11” paper, with 12-point font size, including the cover letter and all resumes. Fee proposals, hourly billing rates, and all administrative documents will not be counted towards the page limit.

One (1) original with six (6) copies and one (1) digital copy of your proposal must be submitted on or before 3:00 p.m. on Thursday, May 12, 2016 to:

By Hand/Mail Delivery: Contracts and Purchasing Division
ATTN: Tricia Carey
REF: On-Call Engineering Services
500 Pier ‘A’ Street
Wilmington, CA 90744

Electronically transmitted proposals will not be considered.

All proposals will be date stamped as the Harbor Department receives them. The proposal opening will not be open to the public.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not
submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.2 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project management; and 4) rates and fees. See Exhibit E.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant(s). All recommendations are subject to the approval of the Chief Harbor Engineer, the Executive Director of the Harbor Department, and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and also shall become available to the public upon request as a public record and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

3.3 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

2. Firm Qualifications, Experience and References

Provide a narrative describing the firm’s qualifications to perform the project work, including:

A. Professional Capabilities;
B. Project Mix/Client Mix;
C. Litigation brought by or against the firm in any U.S. jurisdiction in the last five years. Provide information regarding causes of action and current status or final resolution, as applicable; and
D. Provide information regarding any changes or trends in items A – D over the last five years (e.g. company acquisitions, organization size, etc.).
Please provide a narrative describing your firm’s experience in providing relevant engineering services for CIP, MIP, and Aesthetic Mitigation programs of a similar nature or other relevant public works programs. Additionally, include a narrative of your firm’s ability to provide graphic and visual aids.

Please provide past relevant experience and at least three client references. List references for projects in which your firm provided services of a similar nature as requested under this RFP. Provide scope of work, total compensation paid, and term of contract.

Provide the requested information in the following format:

A. Project name and description;
B. Firm’s scope of work or role on the project;
C. Client name and address; and
D. Client contact information (Full name, title and telephone number).

3. Project Organization, Personnel and Staffing

Please provide the qualifications and experience for the following positions, with particular emphasis on each individual’s experience in providing engineering services for CIP, MIP, and Aesthetic Mitigation programs of a similar nature in either a port environment or other relevant public works programs:

A. Principal in Charge;
B. Project Manager;
C. Key technical personnel; and
D. Staffing Level/Organizational Chart.

☐ Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
☐ Services proposed to be provided.
☐ Sub-consultants required to perform proposed services.
☐ Team Organization, including project role/function chart.
☐ Total relevant human resource availability throughout agreement term (anticipated to be at least three years), particularly for the project manager and key personnel.
☐ Ability to have staff work on-site at Port of Los Angeles facilities, if required.

4. Project Management

Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:

A. Overall project management approach and methodology.
B. Schedule, quality, and cost control procedures.
C. Project tracking and performance monitoring procedures.
D. Project progress reporting procedures.

5. Cost

Provide an itemized list of the services proposed to be offered in response to this RFP.

A. Hourly Billing Rates. Provide the hourly billable rates for all positions including but not limited to the following: Principal in Charge, Project Manager, Engineers, Drafters, Technicians, and other relevant classifications. Submit rates in a tabular format which will be utilized in the Department’s On-Call Personal Services Agreement.

B. Direct Cost Billing Procedures. Refer to the attached On-Call Personal Services Agreement, Attachment 1.


In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:

A) SMALL/VERY SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PREFERENCE PROGRAMS (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise and Local Business Preference Programs Affidavit and Consultant Description forms (Exhibit B), fully filled out for your firm and any proposed subconsultants. Please refer to Exhibit B for detailed information relative to these programs and instructions on completing the forms.

The mandatory Small Business Enterprise (SBE) participation will be 25%, including 5% Very Small Business Enterprise (VSBE) participation. Proposers who fail to demonstrate that they will meet or exceed the SBE requirements will be deemed non-responsive. In order to ensure the highest participation of SBEs, VSBEs, Minority Business Enterprises, Women Business Enterprises, and Disabled Veteran Business Enterprises, all proposers shall utilize the LABAVN to outreach to potential subconsultants.

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of $150,000.

B) INSURANCE VERIFICATION LETTER

Provide a signed letter from your insurance carrier indicating that the following insurance, described in Attachment 1, Section 9, is presently part of the proposer’s coverage, or that the insurance carrier is able to provide such coverage should the proposer be selected:

• General Liability - One Million Dollars ($1,000,000)
• Auto Liability – One Million Dollars ($1,000,000)
• Workers’ Compensation (Statutory)
• Professional Liability – Five Million Dollars ($5,000,000)

Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award.

C) CITY ETHICS COMMISSION (CEC) FORM 55

Proposers must submit CEC Form 55 (See Exhibit F). Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer’s principals and subconsultants performing $100,000 or more in work on the contract, as well as the principals of those subconsultants, are also subject to the same limitations on campaign contributions and fundraising. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

D) IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit G).

E) STANDARD CONTRACT PROVISIONS

Proposers must submit a signed letter indicating that you are able to comply with the terms of the agreement attached in Attachment 1.

3.4 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.

☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
☐ Table of Contents, if included (not required).
☐ Proposal with the following sections, in order:
  ▪ Firm Qualifications, Experience and References
  ▪ Project Organization, Personnel and Staffing
  ▪ Project Management
  ▪ Cost
☐ Resumes for all key staff personnel provided in an appendix.
☐ Small/Very Small Business Enterprise and Local Business Preference Programs’ forms
provided in this RFP are filled out providing requested information for prime and subconsultants:

- Affidavit (Prime)
- Consultant Description Form (Prime and any subconsultants)

☐ Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, auto liability, professional liability, and workers’ compensation.

☐ CEC Form 55 - Bidder Contributions
☐ Iran Contracting Act of 2010 Compliance Affidavit
AGREEMENT NO.

BETWEEN THE CITY OF LOS ANGELES

AND

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____________________, a__________ corporation, whose address is ______________________ ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including ________________ in connection with the project described in Exhibit "A" hereto ("Project"); and

WHEREAS, Consultant is an organization that provides services, including, but not limited to, those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City, and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "B" hereto and hereinafter shall be referred to as "Scope of Work." Among other things, Exhibit "B" breaks down the Scope of Work into individual tasks and, in some cases, further breaks down such tasks into subtasks, which hereinafter shall be referred to generically as "Tasks" and "Subtasks." The aggregate of all Tasks and, as applicable, Subtasks, comprises the Scope of Work.

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Chief Harbor Engineer of the Engineering Division of City's Harbor Department ("Engineer") shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by the Deputy Executive Director of Development for the City's Harbor Department and that specifies, without limitation: the Task or Subtask to be performed; the specific services
required in connection with such Task or Subtask; the deliverables required in
the performance of such Task or Subtask; the schedule for the performance of
such Task or Subtask; authorized personnel who may perform the Task or
Subtask; authorized compensation for such Task or Subtask; and
MBE/WBE/SBE/VSBE/DVBE/OBE utilization (“Directive”). Directives shall
specifically identify any services that fall within the meaning of “design
professional services” as defined by Section 2782.8 of the California Civil Code
to which the indemnity obligation set forth at Section 9.2 of this Agreement shall
apply. A Directive’s failure to identify such “design professional services” shall
bar application of Section 9.2 to that Directive.

b. Consultant, to reflect its agreement with all the terms of such
Directive, shall sign, date and return such Directive to Engineer.

c. Following Engineer’s receipt of the Directive signed by Consultant,
Engineer shall issue a written document in the form attached hereto as
Exhibit “D” that has been signed by Engineer and that authorizes Consultant to
commence performance of the services contemplated by such Directive (“Notice
to Proceed”).

2.3 Consultant acknowledges and agrees that it lacks authority to perform and
that Engineer lacks authority to request the performance of any services outside the
Scope of Work. Consultant further acknowledges and agrees that any services it
performs outside the Scope of Work or a Directive, or in the absence of both a Directive
and a Notice to Proceed, are performed as a volunteer and shall not be compensable
under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and
competent in the sole reasonable discretion of Engineer, whether performance is
undertaken by Consultant or third-parties with whom Consultant has contracted and
whom are listed on Exhibit “K” on the effective date of this Agreement, or whom
Engineer may subsequently approve in writing (“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 Engineer’s
written request, Consultant shall supply City’s Harbor Department with all agreements
between it and its Subconsultants.

2.5 Consultant’s performance of the Scope of Work shall adhere in all
respects to the schedule set forth in a Directive.

2.6 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. City shall pay applicable state or local fees
necessary to obtain approval, plan checks, permits and variances for the Project.
2.7 Engineer shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant’s performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Engineer, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Engineer’s reasonable satisfaction and at Consultant’s sole cost and expense. Compliance with the requirements of this Section 2.7 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.8 Consultant’s representative responsible for administering this Agreement, ____________ (“Project Manager”), shall not be changed without Engineer’s written approval. Engineer may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant’s sole cost and expense.

2.9 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant’s profession (“professional standard”). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.10 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.10 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.11 Consultant shall promptly consider and implement, to the reasonable satisfaction of Engineer, any written comments of Engineer.

2.12 Consultant shall review information provided by City’s Harbor Department, whether in the form of drawings, documents, and/or written or verbal comments, excluding survey data. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Engineer in writing.

2.13 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Engineer. Time is of the essence in the performance of the Scope of Work. Consultant’s failure to conform to any schedule set forth in a Directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City’s cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant’s failure to timely perform in accordance with the schedule set forth in a Directive shall result in economic losses to the City, including, but not limited
to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City’s Harbor Department, its tenants and the public.

3. **Services To Be Performed By City.**

3.1 City’s Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City’s Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Engineer, shall assist in completing the Scope of Work.

3.2 City’s Harbor Department shall provide all necessary copies and prints of final plans, specifications and estimates for bid advertisement and construction.

3.3 City’s Harbor Department shall provide survey, construction inspection, construction contract administration and soil compaction-testing services unless the Scope of Work provides otherwise.

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

3.5 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. **Effective Date and Term.**

4.1 After approval by City in accordance with Section 245 of City’s Charter, the effective date of this Agreement shall be the date of its execution by City’s Harbor Department Executive Director (“Executive Director”). Consultant acknowledges that Section 245 of City’s Charter furnishes to the City Council of City (“Council”) the right to review this Agreement and that this Agreement shall not become effective until the sixth Council meeting day after approval of this Agreement by Board or Council’s approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement’s effective date. This Agreement shall be in full force and effect until:

a. Engineer determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which
termination shall become effective five (5) calendar days following Executive Director’s transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Engineer, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Engineer. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City’s Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. 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, Board is under no legal obligation to do so. 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 therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60)-day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60)-day period. The time for performance shall be extended during this 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 Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed ___________________ Dollars ($______________) to be paid as specified in Exhibit "E." If Exhibit “E” allocates a specific amount to the performance of a Task or
Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask.

5.2 Compensation payable under this Agreement includes payment for all labor, travel, per diem, fringe benefits, general and administrative expenses, overhead, profit, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant (“Expenses”). As such, Consultant shall not be entitled to separate reimbursement of Expenses under this Agreement. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "E" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee, (2) hourly, or (3) combined fixed fee and hourly basis in accordance with the terms below, as may be more particularly specified in Exhibit "E" and Exhibit "F."

a. Fixed Fee. Lump sum compensation for satisfactory performance of Tasks as may be identified as “Lump Sum” in Exhibit "E."

b. Hourly Fee. An amount equal to the product of the hours expended by Consultant and the applicable hourly rates set forth in Exhibit "F" for time actually spent in the performance of Tasks as may be identified as “Not-to-Exceed” in Exhibit "E." The rates identified in Exhibit "F" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged.

5.3 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "F" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than ___ percent (___%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "F" shall be revised, replaced and renumbered as Exhibit “F-1,” Exhibit “F-2,” etc., as applicable.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City’s Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in Exhibit “E.” Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and four (4) copies of each such invoice for payment in the format that contains the information specified in Exhibit "G" and that includes 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.

_________________
(signed)

5.5 Consultant shall submit supporting documents with each invoice as may be set forth in a Directive. Such documents may include, but are not limited to, provider invoices, payrolls, and time sheets.

5.6 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit “H.” Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form. Consultant is not required to submit support for direct costs items of $25 or less.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved. City shall use all reasonable effort to pay said sums within sixty (60) days of receipt of each statement.

For payment and processing, all invoices shall 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.

6.1 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.

6.2 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 Section 6.2 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. **Consultant Is An Independent Contractor.**

Consultant, in the performance of the Scope of Work, 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.**

City’s Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, 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 City’s Harbor Department. See Exhibit “I.”

9. **Indemnity and Insurance.**

9.1 **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.
9.2 Indemnification for Design Professional Services

To the fullest extent permitted by law (including without limitation, Section 2782.8 of the California Civil Code), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or the acts or omissions of an officer, employee, agent or Subconsultant, excepting only liability resulting from the negligence or willful misconduct of City.

9.3 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 Track4LA™ at http://track4la.lacity.org/ and submit the appropriate proof of insurance on Consultant’s behalf.

9.4 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, 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 __________ Dollars ($__________) combined single limit for injury or claim. 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. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

9.5 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all
times during the term of this Agreement, 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 __________ Dollars ($__________) 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. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

9.6 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.

9.7 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 __________ Dollars ($__________), 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 acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Notice of occurrences of claims under the policy shall be made to the City Attorney’s office with copies to Risk Management.
9.8 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.

9.9 Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days’ prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

9.10 Modification of Coverage

Executive Director, at his or her 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.

9.11 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City’s online insurance compliance system Track4LA™ at http://track4la.lacity.org/ a renewal endorsement or renewal certificate showing that the policy has been renewed or extended 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 will be deducted from the next payment due Consultant.

9.12 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.

9.13 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.

10. Personal Services Agreement.

10.1 During the term of this Agreement, 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 City’s Harbor Department.

10.2 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 Section 2.3. 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.
11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work 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.


Consultant 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 are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit “J.”


It is the policy of City’s Harbor 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 City’s Harbor Department 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 opportunities which might be presented under this Agreement. See Exhibit “K.”

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, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org.

Consultant has reviewed and understands 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 City’s Harbor 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. Consultant’s signature of this Agreement constitutes its affirmation that any former employees of City or City’s Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City’s Harbor Department.

15. Compliance with Applicable Laws.

Consultant’s activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Engineer notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Engineer in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify 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.

17. Proprietary Information.

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.

18. **Royalty-Free License.**

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.

19. **City's Disclosure Obligations.**

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) (“Disclosure Laws”).

20. **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 purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City’s Harbor Department shall be addressed to Director of Development, 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.

21. **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.

22. **Service Contractor Worker Retention Policy and Living Wage Requirements.**

   Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City’s Harbor 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 City to terminate this Agreement and otherwise pursue legal remedies that may be available.

23. **Wage and Earnings Assignment Orders/Notices of Assignments.**

   Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

   Consultant and Subconsultants 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. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. **Equal Benefits Policy.**

   Board 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 City’s Harbor 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 “L.”

25. **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.


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.

27. 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.

28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section 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.

29. **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.

30. **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.

31. **Governing Law.**

   This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

32. **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.

33. **Jurisdiction.**

   The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

34. **Integrated Agreement.**

   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.**
35. **Exhibits; Sections.**

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 sections are to sections of this Agreement unless stated otherwise.

36. **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.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

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

Date: __________________________

By: ____________________________

EUGENE D. SEROKA
Executive Director

Attest: __________________________

Secretary

CONSULTANT

Date: __________________________

By: ____________________________

Name: __________________________

Title: __________________________

Attest: __________________________

Name: __________________________

Title: __________________________

APPROVED AS TO FORM AND LEGALITY

MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By ____________________________

, Deputy/Assistant

Account #          W.O. #
Ctn/Div #           Job Fac. #
Proj/Prog #

Budget FY:  Amount:

TOTAL

For Acct/Budget Div. Use Only:

Verified by: __________________________

Verified Funds Available: __________________________

Date Approved: __________________________

Rev. 08/07/15
EXHIBIT A
ON-CALL ENGINEERING SERVICES

PROGRAM DESCRIPTION

The On-Call Engineering Services Agreements will provide the Engineering Division with on-call as needed engineering and architectural services to support the Department’s Capital Improvement Program (CIP), Maintenance Improvement Program (MIP), and Aesthetic Mitigation Program.

Attached to this Exhibit is the CIP Status Report listing projects that may require on-call engineering services. This report is included for general information as to the size and type of projects that may be completed under the On-Call Engineering Services program for CIP, MIP and Aesthetic Mitigation projects. The Department reserves the right to add or remove projects as necessary as may be in the Department’s best interest.
## CIP Status Report

### January 2016

#### 1. Terminals

**Berth 90-93 - World Cruise Center**

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Start Baseline</th>
<th>Design Finish Baseline</th>
<th>Percent Design Complete</th>
<th>Construction Start Baseline</th>
<th>Construction Finish Baseline</th>
<th>Percent Constr. Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. B. 93 - Cruise Terminal - Customs and Border Protection Improvements (2525300)</td>
<td>Design</td>
<td>$2,740,000</td>
<td>07/01/15</td>
<td>06/30/16</td>
<td>95%</td>
<td>01/02/17</td>
<td>02/28/18</td>
<td>0%</td>
</tr>
<tr>
<td>2. B. 91-93 - Alternative Maritime Power (AMP) Upgrade and Retrofit (2527300)</td>
<td>Design</td>
<td>$12,860,000</td>
<td>11/17/14</td>
<td>03/22/16</td>
<td>95%</td>
<td>09/26/16</td>
<td>01/21/18</td>
<td>0%</td>
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<tr>
<td>3. B. 91-92 - Replacement of Elevator No. 1 (2528400)</td>
<td>Closed</td>
<td>$93,509</td>
<td>07/10/14</td>
<td>07/10/14</td>
<td>N/A</td>
<td>09/21/15</td>
<td>09/30/15</td>
<td>100%</td>
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<tr>
<td>4. B. 93 - Replacement of Elevator No. 1 (2528600)</td>
<td>Closed</td>
<td>$81,524</td>
<td>01/04/15</td>
<td>01/04/15</td>
<td>N/A</td>
<td>09/01/15</td>
<td>06/30/16</td>
<td>100%</td>
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<tr>
<td>5. B. 93 - Replacement of Elevator No. 6 (2528700)</td>
<td>Construction</td>
<td>$200,000</td>
<td>09/04/14</td>
<td>09/04/14</td>
<td>N/A</td>
<td>09/01/15</td>
<td>06/30/16</td>
<td>1%</td>
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<tr>
<td>6. B. 93 - Cruise Terminal Water Line Replacement (2529700)</td>
<td>Closed</td>
<td>$718,614</td>
<td>07/30/14</td>
<td>07/31/14</td>
<td>N/A</td>
<td>09/24/15</td>
<td>09/30/15</td>
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<td>7. B. 93 - Elevator No. 4 Modernization (2534600)</td>
<td>Construction</td>
<td>$200,000</td>
<td>06/30/15</td>
<td>06/30/15</td>
<td>N/A</td>
<td>12/26/15</td>
<td>09/24/16</td>
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<tr>
<td>8. B. 90-93 Cruise Terminal - Conceptual Planning and Preliminary Engineering (2535200)</td>
<td>Completed</td>
<td>$95,000</td>
<td>05/13/15</td>
<td>05/13/15</td>
<td>N/A</td>
<td>05/13/15</td>
<td>07/31/15</td>
<td>100%</td>
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<tr>
<td>9. B. 53-55 - Cruise Ship Fendering Improvements (233600)</td>
<td>Closed</td>
<td>$247,447</td>
<td>06/10/15</td>
<td>06/12/15</td>
<td>100%</td>
<td>09/01/15</td>
<td>10/02/15</td>
<td>100%</td>
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</table>

**BERTH 90-93 - WORLD CRUISE CENTER TOTAL** $17,266,094

**Berth 100-102 - China Shipping Container Terminal**

<table>
<thead>
<tr>
<th>Phase II</th>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Start Baseline</th>
<th>Design Finish Baseline</th>
<th>Percent Design Complete</th>
<th>Construction Start Baseline</th>
<th>Construction Finish Baseline</th>
<th>Percent Constr. Complete</th>
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<tbody>
<tr>
<td>1. B. 102 - Rear Backland Development (2487200)</td>
<td>Completed</td>
<td>$22,619,585</td>
<td>10/01/09</td>
<td>09/30/12</td>
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<td>03/01/13</td>
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**PHASE II TOTAL** $22,619,585

<table>
<thead>
<tr>
<th>Other</th>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Start Baseline</th>
<th>Design Finish Baseline</th>
<th>Percent Design Complete</th>
<th>Construction Start Baseline</th>
<th>Construction Finish Baseline</th>
<th>Percent Constr. Complete</th>
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<tbody>
<tr>
<td>1. B. 100-102 - Marine Operations Building (2454300)</td>
<td>Hold</td>
<td>$13,900,000</td>
<td>02/12/12</td>
<td>08/31/14</td>
<td>100%</td>
<td>12/01/15</td>
<td>04/30/17</td>
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<td>2. B. 100-102 - Crane Maintenance Building (2502600)</td>
<td>Hold</td>
<td>$5,700,000</td>
<td>10/01/13</td>
<td>08/31/14</td>
<td>100%</td>
<td>12/01/15</td>
<td>04/30/17</td>
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<tr>
<td>3. B. 97 - 109 - China Shipping Container Terminal Supplemental EIR (2535300)</td>
<td>Environmental</td>
<td>$100,000</td>
<td>05/15/16</td>
<td>05/15/16</td>
<td>N/A</td>
<td>05/15/16</td>
<td>11/15/16</td>
<td>20%</td>
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**OTHER TOTAL** $18,600,000

**BERTH 100-102 - CHINA SHIPPING CONTAINER TERMINAL TOTAL** $42,219,585
# CIP Status Report

## January 2016

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Start Baseline</th>
<th>Design Finish Baseline</th>
<th>Percent Design Complete</th>
<th>Construction Start Baseline</th>
<th>Construction Finish Baseline</th>
<th>Percent Constr. Complete</th>
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<tbody>
<tr>
<td><strong>Berth 121-131 - Yang Ming Container Terminal</strong></td>
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<tr>
<td>1. Phase I &amp; II</td>
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<td>1. B. 121-131 - Wharf Upgrades (2449020)</td>
<td>Hold</td>
<td>$106,702,000</td>
<td>01/07/15</td>
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<td>5%</td>
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</tr>
<tr>
<td>2. B. 121-131 - West Basin Intermodal Container Transfer Facility (WBI/CTF) Expansion (2481020)</td>
<td>Hold</td>
<td>$11,100,000</td>
<td>01/07/15</td>
<td>04/10/15</td>
<td>0%</td>
<td>10/11/15</td>
<td>04/10/18</td>
<td>0%</td>
</tr>
<tr>
<td>3. B. 121-126 - Alternative Maritime Power (AMP) (2501800)</td>
<td>Completed</td>
<td>$14,430,723</td>
<td>11/01/10</td>
<td>03/31/12</td>
<td>100%</td>
<td>10/02/12</td>
<td>01/02/14</td>
<td>100%</td>
</tr>
<tr>
<td>4. B. 121-131 - Terminal Redevelopment - Planning and Environmental (2523200)</td>
<td>Environmental</td>
<td>$3,550,000</td>
<td>05/30/13</td>
<td>05/30/13</td>
<td>N/A</td>
<td>05/30/13</td>
<td>06/15/17</td>
<td>40%</td>
</tr>
<tr>
<td>5. B. 121 - Yang Ming Administration Building Re-roof (2526800)</td>
<td>Completed</td>
<td>$299,226</td>
<td>07/10/14</td>
<td>07/10/14</td>
<td>100%</td>
<td>10/01/15</td>
<td>06/30/16</td>
<td>100%</td>
</tr>
<tr>
<td>6. B. 121-126 - Electrical Upgrades - Vacuum Breakers (2533600)</td>
<td>Construction</td>
<td>$550,000</td>
<td>06/30/15</td>
<td>06/30/15</td>
<td>N/A</td>
<td>11/28/15</td>
<td>06/24/16</td>
<td>50%</td>
</tr>
<tr>
<td><strong>BERTH 121-131 - YANG MING CONTAINER TERMINAL TOTAL</strong></td>
<td></td>
<td>$136,599,949</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

| **Berth 135-147 - TRAPAC Container Terminal**       |                         |                     |                       |                        |                         |                             |                             |                           |
| 1. B. 145-147 - Wharf Improvements (2424200)       | Completed              | $84,480,000         | 04/30/97              | 02/18/08               | 100%                    | 01/29/09                    | 04/23/12                    | 100%                      |
| 2. B. 142-143 - Breakland Improvements - Phases 2-4 (2448900) | Construction           | $143,422,405        | 09/16/05              | 06/09/13               | 100%                    | 03/03/14                    | 03/22/17                    | 65%                       |
| 3. B. 142-147 - ICTF (2455100)                     | Construction           | $85,865,560         | 06/23/12              | 09/08/13               | 100%                    | 02/03/14                    | 05/22/16                    | 97%                       |
| 4. R8 136-139 - Terminal Buildings & Main Gate (2458500) | Completed              | $80,000,000         | 06/31/06              | 06/22/12               | 100%                    | 02/11/13                    | 11/20/15                    | 100%                      |
| 5. B. 144-145 - Breakland Improvements - Phase 1C (2513100) | Completed              | $45,515,000         | 10/29/11              | 12/03/12               | 100%                    | 04/15/13                    | 05/19/14                    | 100%                      |
| 6. B. 134-135 - Breakland Expansion - 5 acres (2513200) | Bid (Adv.) and Award   | $10,753,500         | 06/29/13              | 07/07/15               | 100%                    | 01/07/16                    | 06/29/17                    | 0%                        |
| 7. B. 145-147 - Breakland Improvements - Phase 1B (2514300) | Completed              | $12,933,742         | 10/28/11              | 08/21/12               | 100%                    | 02/12/13                    | 02/28/14                    | 100%                      |
| 8. B. 142 - Crane Maintenance Building (2177700)    | Construction           | $9,497,545          | 12/16/12              | 03/31/15               | 100%                    | 01/02/16                    | 03/21/17                    | 21%                       |
| 9. B. 136-139 - Terminal Electrification Improvements - Environmental (2536400) | Environmental         | $300,000            | 08/14/15              | 08/14/15               | N/A                     | 08/14/15                    | 03/14/18                    | 70%                       |
| **BERTH 135-147 - TRAPAC CONTAINER TERMINAL TOTAL**  |                         | $472,737,792        |                        |                        |                         |                             |                             |                           |

<p>| Berth 212-224 - YTI Container Terminal             |                         |                     |                       |                        |                         |                             |                             |                           |</p>
<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Begin</th>
<th>Design Complete</th>
<th>Construction Begin</th>
<th>Construction Complete</th>
<th>Percent Constr Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. B. 212-216 - Alternative Maritime Power (AMP) Phase II (2501100)</td>
<td>Closed</td>
<td>$17,698,684</td>
<td>09/06/10</td>
<td>02/29/12</td>
<td>10/02/12</td>
<td>01/02/14</td>
<td>100%</td>
</tr>
<tr>
<td>2. B. 212-220 - YTI Redevelopment EIR/EIS (2518900)</td>
<td>Completed</td>
<td>$1,787,711</td>
<td>04/09/13</td>
<td>11/07/14</td>
<td>N/A</td>
<td>04/06/13</td>
<td>11/07/14</td>
</tr>
<tr>
<td>3. B. 214 - 220 - Redevelopment (2516800)</td>
<td>Construction</td>
<td>$44,557,782</td>
<td>04/17/13</td>
<td>02/25/15</td>
<td>100%</td>
<td>07/14/15</td>
<td>05/12/17</td>
</tr>
<tr>
<td>4. B. 214-220 - Alternative Maritime Power (AMP) Improvements (2532500)</td>
<td>Construction</td>
<td>$12,722,498</td>
<td>04/17/14</td>
<td>03/22/15</td>
<td>100%</td>
<td>09/08/15</td>
<td>05/12/17</td>
</tr>
<tr>
<td>5. B. 214-224 - Intermodal Container Transfer Facility (ICTF) Expansion (2533300)</td>
<td>Design</td>
<td>$6,655,400</td>
<td>04/01/13</td>
<td>04/29/16</td>
<td>90%</td>
<td>10/03/16</td>
<td>10/02/17</td>
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<tr>
<td>6. B. 214-220 - 480V Main Breakers Replacement (2533500)</td>
<td>Construction</td>
<td>$1,500,000</td>
<td>12/04/14</td>
<td>02/12/15</td>
<td>100%</td>
<td>07/14/15</td>
<td>06/13/17</td>
</tr>
<tr>
<td>7. B. 212 - Underground Valves Replacement (2534300)</td>
<td>Construction</td>
<td>$11,820</td>
<td>07/01/15</td>
<td>07/01/15</td>
<td>N/A</td>
<td>10/29/15</td>
<td>06/24/15</td>
</tr>
<tr>
<td>8. B. 214 - 220 - Concrete Wharf Inspection and Improvements (2537800)</td>
<td>Planning</td>
<td>$3,702,000</td>
<td>07/01/16</td>
<td>12/31/18</td>
<td>0%</td>
<td>09/01/17</td>
<td>12/31/17</td>
</tr>
</tbody>
</table>

**BERTH 212-224 - YTI CONTAINER TERMINAL TOTAL**

$88,795,695

**Berth 222-236 - Development**

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Begin</th>
<th>Design Complete</th>
<th>Construction Begin</th>
<th>Construction Complete</th>
<th>Percent Constr Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. B. 230-232 - Alternative Maritime Power (AMP) (2202000)</td>
<td>Closed</td>
<td>$7,949,201</td>
<td>12/01/11</td>
<td>08/31/12</td>
<td>100%</td>
<td>12/18/12</td>
<td>03/13/14</td>
</tr>
<tr>
<td>2. B. 226-236 - Leak Detection And Warning System (2518400)</td>
<td>Construction</td>
<td>$1,250,000</td>
<td>04/01/13</td>
<td>03/24/14</td>
<td>100%</td>
<td>09/13/14</td>
<td>09/12/16</td>
</tr>
<tr>
<td>3. B. 226-236 - Terminal Improvements - Planning and Environmental (2524200)</td>
<td>Environmental</td>
<td>$9,350,000</td>
<td>09/04/14</td>
<td>08/34/14</td>
<td>N/A</td>
<td>09/04/14</td>
<td>12/08/16</td>
</tr>
<tr>
<td>4. B. 226-232 - EverPort Wharf Paving Resurfacing and Striping (2527700)</td>
<td>Closed</td>
<td>$1,280,156</td>
<td>06/24/14</td>
<td>06/15/14</td>
<td>100%</td>
<td>06/01/15</td>
<td>06/30/16</td>
</tr>
<tr>
<td>5. B. 228-230 - Alternative Maritime Power (AMP) Upgrade and Retrofit (2529400)</td>
<td>Design</td>
<td>$7,000,000</td>
<td>09/16/14</td>
<td>01/12/17</td>
<td>40%</td>
<td>07/14/17</td>
<td>07/14/19</td>
</tr>
<tr>
<td>6. B. 226-236 Terminal Improvements - Wharf and Backlands (2531200)</td>
<td>Design</td>
<td>$36,110,035</td>
<td>04/23/15</td>
<td>01/12/17</td>
<td>40%</td>
<td>07/14/17</td>
<td>07/14/19</td>
</tr>
</tbody>
</table>

**BERTH 222-236 - DEVELOPMENT TOTAL**

$55,926,392

**Berth 300-306 - Development**

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design Begin</th>
<th>Design Complete</th>
<th>Construction Begin</th>
<th>Construction Complete</th>
<th>Percent Constr Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. R8 301-305 - Buildings, Gates, and Backend Development (2489000)</td>
<td>Hold</td>
<td>$30,000,000</td>
<td>01/02/13</td>
<td>08/04/17</td>
<td>2%</td>
<td>02/01/18</td>
<td>01/21/20</td>
</tr>
<tr>
<td>2. B. 306 - Wharf and Backend Development (2489100)</td>
<td>Design</td>
<td>$183,000,000</td>
<td>01/05/09</td>
<td>02/01/17</td>
<td>35%</td>
<td>02/01/18</td>
<td>01/21/20</td>
</tr>
<tr>
<td>3. B. 302-305 - Alternative Maritime Power (AMP) (2506800)</td>
<td>Completed</td>
<td>$35,450,000</td>
<td>11/16/09</td>
<td>02/14/12</td>
<td>100%</td>
<td>07/16/12</td>
<td>03/31/14</td>
</tr>
<tr>
<td>4. B. 306 - Alternative Maritime Power (AMP) (2506800)</td>
<td>Design</td>
<td>$9,090,000</td>
<td>01/07/09</td>
<td>02/01/17</td>
<td>45%</td>
<td>02/01/18</td>
<td>01/31/20</td>
</tr>
</tbody>
</table>
## CIP Status Report
### January 2016

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Design</th>
<th>Percent Design Complete</th>
<th>Construction</th>
<th>Percent Constr. Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. B. 302-305 - Fender Replacement (2527900)</td>
<td>Construction</td>
<td>$367,400</td>
<td>09/24/14</td>
<td>09/24/14</td>
<td>N/A</td>
<td>10/23/15</td>
</tr>
<tr>
<td>6. B. 300 - Fire Life Safety System Replacement (2533800)</td>
<td>Construction</td>
<td>$1,131,459</td>
<td>04/09/15</td>
<td>04/09/15</td>
<td>N/A</td>
<td>10/26/15</td>
</tr>
<tr>
<td>7. B. 300 - Rail Yard Equipment Replacement (2535100)</td>
<td>Bid (Adv.) and Award</td>
<td>$50,000</td>
<td>07/01/15</td>
<td>07/01/15</td>
<td>N/A</td>
<td>01/01/16</td>
</tr>
</tbody>
</table>

**BERTH 300-306 - DEVELOPMENT TOTAL**

$239,083,859

### Berth 400-409 - Development

1. B. 401-406 - Alternative Maritime Power (AMP) (2501900)  
Completed  
$38,519,483  
11/10/11  
09/30/12  
100%  
12/18/12  
03/13/14  
100%

2. Pier 400 - Pavement Replacement (2521600)  
Construction  
$870,000  
06/29/13  
03/16/14  
100%  
03/29/14  
12/31/16  
70%

3. B. 402-403 - Expansion Joint Repaving (2529300)  
Design  
$79,000  
09/18/15  
09/14/15  
90%  
10/13/15  
11/09/15  
0%

**BERTH 400-409 - DEVELOPMENT TOTAL**

$19,469,483

### Motems

1. B. 236 - MOTEMS- ExxonMobil (2469900)  
Planning  
$25,675,000  
08/15/15  
06/10/18  
0%  
03/12/19  
03/09/20  
0%

2. B. 167-169 - MOTEMS- Shell (2493800)  
Design  
$22,843,238  
12/10/13  
11/07/16  
80%  
02/27/18  
03/16/20  
0%

3. B. 163 - MOTEMS- NuStar (2483700)  
Planning  
$23,976,000  
12/25/15  
07/02/16  
0%  
06/11/19  
06/08/20  
0%

4. B. 148-151 - MOTEMS- Phillips 66 (2493800)  
Planning  
$24,626,142  
09/10/15  
07/16/18  
0%  
01/15/19  
01/13/20  
0%

5. B. 164 - MOTEMS - Valero (2493900)  
Environmental  
$11,225,000  
09/23/15  
12/11/17  
0%  
06/12/18  
06/13/19  
0%

6. B. 187-191 - MOTEMS- Vopak (2494000)  
Planning  
$81,951,271  
07/04/14  
02/18/17  
0%  
07/14/17  
01/12/19  
0%

7. B. 239 - Mooring Point 1 (2607060)  
Closed  
$3,361,888  
06/25/10  
02/22/12  
100%  
10/01/12  
10/31/14  
100%

8. B. 163 - MOTEMS Repairs - Nustar (2524400)  
Construction  
$934,058  
10/03/13  
05/31/14  
100%  
03/09/15  
08/09/16  
50%

9. B. 164 - MOTEMS Repairs - Valero (2524500)  
Construction  
$960,000  
10/03/13  
05/31/14  
100%  
03/09/15  
08/09/16  
50%

10. B. 187-190 - MOTEMS Repairs (2524600)  
Planning  
$3,575,000  
03/03/16  
03/03/17  
0%  
06/05/17  
06/05/18  
0%

**MOTEMS TOTAL**

$178,434,678

### Miscellaneous Terminal Improvements
<table>
<thead>
<tr>
<th>Project Title</th>
<th>Project Status</th>
<th>Projected Cost</th>
<th>Start Baseline</th>
<th>Finish Baseline</th>
<th>Percent Complete</th>
<th>Start Baseline</th>
<th>Finish Baseline</th>
<th>Percent Constr. Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. B. 205 - Centros Yacht Anchorage Slope Revetment (2507300)</td>
<td>Hold</td>
<td>$345,000</td>
<td>07/18/11</td>
<td>06/16/15</td>
<td>80%</td>
<td>05/20/15</td>
<td>12/17/15</td>
<td>0%</td>
</tr>
<tr>
<td>2. B. 196-199 &amp; 200A - Wharf Rehabilitation (2516600)</td>
<td>Bid (Adv.) and Award</td>
<td>$12,311,500</td>
<td>03/04/14</td>
<td>02/22/16</td>
<td>100%</td>
<td>08/03/16</td>
<td>12/11/17</td>
<td>0%</td>
</tr>
<tr>
<td>3. B. 154-155 - Paint Warehouses (2528200)</td>
<td>Closed</td>
<td>$567,773</td>
<td>09/15/14</td>
<td>09/15/14</td>
<td>N/A</td>
<td>09/15/14</td>
<td>09/30/15</td>
<td>100%</td>
</tr>
<tr>
<td>4. B. 179-180 - Warehouse Roof (2529200)</td>
<td>Bid (Adv.) and Award</td>
<td>$550,000</td>
<td>07/10/14</td>
<td>07/07/14</td>
<td>N/A</td>
<td>07/01/15</td>
<td>06/30/16</td>
<td>0%</td>
</tr>
<tr>
<td>5. B. 164-155 Warehouse Doors and Windows Upgrades (2529200)</td>
<td>Closed</td>
<td>$222,334</td>
<td>08/06/14</td>
<td>08/06/14</td>
<td>N/A</td>
<td>08/37/14</td>
<td>05/18/15</td>
<td>100%</td>
</tr>
<tr>
<td>6. B. 194 - Sea Wall improvements (2530100)</td>
<td>Completed</td>
<td>$226,583</td>
<td>07/25/14</td>
<td>07/25/14</td>
<td>N/A</td>
<td>09/16/15</td>
<td>02/01/18</td>
<td>100%</td>
</tr>
<tr>
<td>7. B. 153-155 - Water Line Replacement (2531500)</td>
<td>Closed</td>
<td>$451,767</td>
<td>07/31/14</td>
<td>07/31/14</td>
<td>N/A</td>
<td>10/29/14</td>
<td>09/30/15</td>
<td>100%</td>
</tr>
<tr>
<td>8. B. 46 - Power Pole Relocation (2532800)</td>
<td>Completed</td>
<td>$53,223</td>
<td>01/24/15</td>
<td>01/24/15</td>
<td>N/A</td>
<td>01/24/15</td>
<td>03/31/15</td>
<td>100%</td>
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<tr>
<td>9. B. 153-155 - Sewer Line Replacement (2535900)</td>
<td>Construction</td>
<td>$200,455</td>
<td>07/01/15</td>
<td>07/01/15</td>
<td>N/A</td>
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<tr>
<td>10. B. 154 - Reframe Building Roof (2537500)</td>
<td>Construction</td>
<td>$99,900</td>
<td>12/24/15</td>
<td>12/24/15</td>
<td>N/A</td>
<td>02/04/16</td>
<td>04/25/16</td>
<td>5%</td>
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<tr>
<td>11. B. 240 A, B, C - Seawall Improvements - ExxonMobil (2537600)</td>
<td>Planning</td>
<td>$4,000,000</td>
<td>05/03/16</td>
<td>05/03/17</td>
<td>0%</td>
<td>11/06/17</td>
<td>11/06/18</td>
<td>0%</td>
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<tr>
<td>12. B. 177-178 - Wharf Restoration (2538900)</td>
<td>Planning</td>
<td>$1,000,000</td>
<td>07/01/16</td>
<td>06/30/17</td>
<td>0%</td>
<td>01/01/18</td>
<td>12/3/18</td>
<td>0%</td>
</tr>
</tbody>
</table>

**MISCELLANEOUS TERMINAL IMPROVEMENTS TOTAL**

| Miscellaneous Termination Improvements | $20,528,535 |

**TERMINALS TOTAL**

| Terminals | $1,291,976,222 |

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**II. Transportation**

**Transportation Improvements**

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Status</th>
<th>Projected Cost</th>
<th>Start Baseline</th>
<th>Finish Baseline</th>
<th>Percent Complete</th>
<th>Start Baseline</th>
<th>Finish Baseline</th>
<th>Percent Constr. Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Harry Bridges Boulevard Improvements (2336900)</td>
<td>Completed</td>
<td>$35,668,174</td>
<td>01/07/03</td>
<td>08/17/09</td>
<td>100%</td>
<td>03/22/10</td>
<td>08/07/12</td>
<td>100%</td>
</tr>
<tr>
<td>2. South Wilmington Grade Separation (2423800)</td>
<td>Completed</td>
<td>$70,367,532</td>
<td>06/01/05</td>
<td>06/27/12</td>
<td>100%</td>
<td>02/18/13</td>
<td>03/31/15</td>
<td>100%</td>
</tr>
<tr>
<td>3. I-110/I-85 Connector Improvement (2466100)</td>
<td>Construction</td>
<td>$21,000,000</td>
<td>06/18/08</td>
<td>06/26/13</td>
<td>100%</td>
<td>11/18/13</td>
<td>06/26/16</td>
<td>80%</td>
</tr>
<tr>
<td>4. John S. Gibson Intersection &amp; NB I-110 Ramp Access Improvements (2466900)</td>
<td>Construction</td>
<td>$32,100,000</td>
<td>03/04/08</td>
<td>06/19/13</td>
<td>100%</td>
<td>11/18/13</td>
<td>06/26/16</td>
<td>80%</td>
</tr>
<tr>
<td>5. C Street/110 Access Ramp Improvements (2485200)</td>
<td>Construction</td>
<td>$51,000,000</td>
<td>07/01/08</td>
<td>07/31/13</td>
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<td>01/13/14</td>
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<td>7. B. 200 - Rail Yard Track Connections (2513000)</td>
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<td>8. Avalon and Fries Street Closures Environmental Assessment (2516700)</td>
<td>Hold</td>
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<td>9. Port-wide Vehicular Directional Signage Improvements (25232500)</td>
<td>Closed</td>
<td>$134,491</td>
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<td>Bid (Adv.) and Award</td>
<td>$288,623</td>
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<td>11. Terminal Island Street Improvements - Phase II (2526500)</td>
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<td>$598,365</td>
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<td>12. Terminal Island Street Improvements - Phase III (2527600)</td>
<td>Completed</td>
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<td>13. SCG Bridge and Road Review (2532200)</td>
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<td>14. State Route 47/Vincent Thomas Bridge &amp; Front St./Harbor Blvd Interchange Reconfiguration - Study Reports (2533400)</td>
<td>Design</td>
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<td>15. West Basin Lead Track Gap Closure (2556600)</td>
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<td>16. Front Street and Pacific Avenue - Vehicular Signage (2536900)</td>
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<td>17. B. 115-120 - Access Roadway Traffic Safety Improvements (2537100)</td>
<td>Bid (Adv.) and Award</td>
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<td>18. Falcon Street Intersection Traffic Safety Improvements (2537200)</td>
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<td>19. Wilmington Marina Parking Striping Improvements (2537300)</td>
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<td>20. Navy Way Speed Hump Reconstruction and Restripping (2538320)</td>
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<td>21. Water Street Resurfacing (2538550)</td>
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<td>12/31/16</td>
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<td>22. Reeves Avenue Resurfacing (2538700)</td>
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<td>23. Miner Street Resurfacing (2539000)</td>
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**TRANSPORTATION IMPROVEMENTS TOTAL**

$380,444,026

**TRANSPORTATION TOTAL**

$380,444,026

**III. Security**

**Homeland Security**

1. 300 Water Street - Maritime Law Enforcement Training Center (MILETC) (2495000) | Closed | $5,371,590 | 03/23/09 | 03/23/09 | 100% | 10/15/10 | 04/19/14 | 100%
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<th>Project Title</th>
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<th>Construction Start</th>
<th>Construction Finish</th>
<th>Percent Constr. Complete</th>
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<tr>
<td>2. POLA Fiber Optic Network - Phase 2 (2513600)</td>
<td>Completed</td>
<td>$7,018,671</td>
<td>05/15/12</td>
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<td>09/15/13</td>
<td>05/20/14</td>
<td>100%</td>
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<td>3. IT Cyber Security Improvements - Phase I (2526600)</td>
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<td>4. POLA Fiber Optic - Phase 2 Continuation (2538400)</td>
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<td>0%</td>
<td>03/07/16</td>
<td>06/30/17</td>
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**HOMELAND SECURITY TOTAL**

**SECURITY TOTAL**

**IV. Public Access/Environmental Enhancements**

**Port-Wide Public Enhancements**

1. Front Street Beautification (2504700)
   - Construction $5,050,000
     - Start: 08/31/18
     - Finish: 07/31/17
     - Percent Complete: 20%

**PORT-WIDE PUBLIC ENHANCEMENTS TOTAL**

**Los Angeles Waterfront**

1. San Pedro Waterfront
   - 1. San Pedro Waterfront - Downtown Harbor - Water Cuts (2486500)
     - Completed $19,325,881
     - Start: 05/28/12
     - Finish: 07/27/12
     - Percent Complete: 100%
     - Hold $10,468,836
     - Start: 05/31/12
     - Finish: 02/06/15
   - 3. San Pedro Waterfront - Sampson Way (7th St to 22nd St.) Roadway Improvements (2488200)
     - Planning $29,000,000
     - Start: 07/01/18
     - Finish: 01/03/21
   - 4. San Pedro Waterfront - Downtown Harbor - Landfall Improvements (2497700)
     - Completed $28,523,623
     - Start: 12/19/12
     - Finish: 09/25/17
   - 5. San Pedro Waterfront - B. 57 - Wharf Retrofit and Signal Street Improvements (2500600)
     - Design $58,216,476
     - Start: 03/22/15
   - 6. San Pedro Waterfront - 7th Street Harbor and Pier (2504800)
     - Hold $23,354,551
     - Start: 05/28/14
     - Design $13,600,000
     - Start: 02/28/15
     - Completed $1,685,612
     - Start: 06/31/12
     - Finish: 09/30/14
     - Closed $436,627
     - Start: 06/31/12
   - 10. B. 2402 - Jankovich Fuel Facility Relocation Planning and Preliminary Design (2519000)
     - Hold $400,000
     - Start: 05/31/14
   - 11. San Pedro Waterfront - Ports O Call Redevelopment Conceptual Planning and Preliminary Engineering Support (2523900)
     - Construction $500,000
     - Start: 07/25/13
     - Finish: 07/25/13

**LA WIDE PUBLIC ENHANCEMENTS TOTAL**

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**CIP Status Report**

**January 2016**

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**Thursday, February 25, 2016  2:50 PM  PICS Version: 2.5.0**

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<td>12. Fanfare Fountain Palm Tree Drainage Repair and Tree Installation (2527400)</td>
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<td>13. Cabrillo Way Marina - V Dock Fire Line Replacement and Pipe Hanger Repairs (2526100)</td>
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<td>$1,211,505</td>
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<td>14. Cabrillo Way Marina - Long Dock Fire Line Support Replacement (2531600)</td>
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<td>15. San Pedro Waterfront - B. 57 - Attelas Environmental Assessment (2531800)</td>
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<td>16. San Pedro Waterfront - Porta O'Call Promenade and Town Square (2532100)</td>
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<td>17. San Pedro Waterfront - Paid Parking for Porta O'Call Village and Bluff Parking Lot (2522300)</td>
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<td>18. B. 80 - Fisherman Seafood Building Demolition (2535500)</td>
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<td>19. San Pedro Waterfront - Downtown Harbor - Dedication Plaque (2536200)</td>
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<td>20. San Pedro Waterfront - B. 79 - Buildings and Floats Demolition (2538000)</td>
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<td>21. San Pedro Waterfront - B. 80-83 - Buildings and Floats Demolition (2538100)</td>
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<td>22. San Pedro Waterfront - B. 78 - Chevron Clean-up (2538200)</td>
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**SAN PEDRO WATERFRONT TOTAL:** $239,475,775

2. Wilmington Waterfront Development

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<td>1. Avalon Triangle Park (2471300)</td>
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<td>2. Harry Bridges Boulevard Buffer (2482300)</td>
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<td>3. Wilmington Waterfront Park Street Vacations (2526600)</td>
<td>Design</td>
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## CIP Status Report
### January 2016

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<td>9. Wilmington Waterfront Signage Improvements (2536920)</td>
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**WILMINGTON WATERFRONT DEVELOPMENT TOTAL**

**$144,000,148**

**LOS ANGELES WATERFRONT TOTAL**

**$373,573,923**

### Environmental Enhancements

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<td>1. Electric Truck Program (2496900)</td>
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<td>4. Cabrillo Beach - Sewage Pump Station Modification and Upgrade (2529100)</td>
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**ENVIRONMENTAL ENHANCEMENTS TOTAL**

**$17,366,987**

**PUBLIC ACCESS/ENVIRONMENTAL ENHANCEMENTS TOTAL**

**$397,790,910**

### V. Maritime Services

#### Harbor Department Facilities

<table>
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<tr>
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<tr>
<td>1. B. 161 - Marine Wave Modifications (2486100)</td>
<td>Design</td>
<td>$2,020,000</td>
<td>03/15/13</td>
<td>12/31/15</td>
<td>90%</td>
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<tr>
<td>2. POLA Facilities Water Efficient Toilets and Urinals (2496920)</td>
<td>Closed</td>
<td>$103,316</td>
<td>02/20/09</td>
<td>11/11/09</td>
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<td>01/14/13</td>
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<tr>
<td>3. Harbor Administration Building - 3rd, 4th, and 5th Floor Restrooms (2509200)</td>
<td>Completed</td>
<td>$854,933</td>
<td>02/28/12</td>
<td>05/27/14</td>
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<td>09/08/14</td>
<td>10/03/15</td>
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<td>4. Harbor Administration Building - HVAC Replacement (2509300)</td>
<td>Design</td>
<td>$5,100,000</td>
<td>09/01/13</td>
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<td>09/25/16</td>
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<td>5. Sharepoint 2010 Upgrade (2514000)</td>
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<td>6. B. 66 - Port Pilot Station Dispatch Center Window Replacement (2517300)</td>
<td>Bid (Adv.) and Award</td>
<td>$165,000</td>
<td>04/26/15</td>
<td>07/21/15</td>
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<td>7. Harbor Administration Building - 4th Floor Furniture Purchase (2517900)</td>
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<td>Finish Baseline</td>
<td>Percent Design Complete</td>
<td>Start Baseline</td>
<td>Finish Baseline</td>
<td>Percent Constr Complete</td>
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<tr>
<td>8. Harbor Administration Building - 1st Floor and Mail Room Furniture (2518000)</td>
<td>Hold</td>
<td>$221,000</td>
<td>03/01/14</td>
<td>12/31/14</td>
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<tr>
<td>9. Harbor Administration Building - 2nd Floor/Information Technology Furniture (2518100)</td>
<td>Hold</td>
<td>$221,000</td>
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<td>12/31/14</td>
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<td>12/31/15</td>
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<td>10. Harbor Administration Building - 3rd Floor Furniture Removal &amp; Installation (2518200)</td>
<td>Hold</td>
<td>$1,065,000</td>
<td>03/01/14</td>
<td>12/31/14</td>
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<td>11. Harbor Administration Building - Light Fixture Upgrade - 1st &amp; 2nd Floors (2521900)</td>
<td>Completed</td>
<td>$424,273</td>
<td>11/05/13</td>
<td>03/31/14</td>
<td>100%</td>
<td>09/03/15</td>
<td>10/30/15</td>
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<td>12. B. 161 C&amp;M - Carpenter's Shop Remodel - Design Only (2522900)</td>
<td>Closed</td>
<td>$141,418</td>
<td>09/03/13</td>
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<td>07/28/14</td>
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<td>13. B. 161 C &amp; M - Garage Remodel (2523130)</td>
<td>Construction</td>
<td>$75,000</td>
<td>03/02/14</td>
<td>06/29/14</td>
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<td>14. B. 66 - Port Pilot Station Back Up Generator and Electrical Upgrade (2524300)</td>
<td>Design</td>
<td>$460,500</td>
<td>11/02/15</td>
<td>01/29/16</td>
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<td>07/01/16</td>
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<tr>
<td>15. B. 66 - Port Pilot Station Portable Buildings Replacement (2526100)</td>
<td>Planning</td>
<td>$500,000</td>
<td>04/01/15</td>
<td>04/01/15</td>
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<td>04/01/15</td>
<td>07/31/15</td>
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<tr>
<td>16. Harbor Administration Building - Drain Mainlines Replacement (2526800)</td>
<td>Closed</td>
<td>$1,110,437</td>
<td>04/19/14</td>
<td>06/23/14</td>
<td>100%</td>
<td>10/23/14</td>
<td>06/30/15</td>
<td>100%</td>
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<tr>
<td>17. Harbor Administration Building - 2nd Floor &amp; 5th Floor Kitchen Remodel (2527500)</td>
<td>Completed</td>
<td>$175,850</td>
<td>06/30/14</td>
<td>01/30/15</td>
<td>100%</td>
<td>02/29/15</td>
<td>01/29/15</td>
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<tr>
<td>18. Liberty Hi Plaza HVAC System Upgrade (2528300)</td>
<td>Construction</td>
<td>$210,000</td>
<td>06/27/14</td>
<td>06/27/14</td>
<td>N/A</td>
<td>06/24/15</td>
<td>03/24/15</td>
<td>90%</td>
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<tr>
<td>19. B. 161 - Maintenance Dock Extension (2530000)</td>
<td>Closed</td>
<td>$715,308</td>
<td>07/25/14</td>
<td>07/25/14</td>
<td>N/A</td>
<td>12/22/14</td>
<td>06/29/15</td>
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<tr>
<td>20. Harbor Administration Building - 5th Floor Sunshade Roller Blinds (2530400)</td>
<td>Completed</td>
<td>$73,411</td>
<td>08/27/14</td>
<td>09/25/14</td>
<td>100%</td>
<td>11/25/14</td>
<td>01/03/15</td>
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<td>21. Harbor Administration Building - 2nd floor IT Pre-Action Fire Life Safety System (2530630)</td>
<td>Completed</td>
<td>$136,783</td>
<td>07/31/14</td>
<td>07/31/14</td>
<td>N/A</td>
<td>07/31/14</td>
<td>06/25/15</td>
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<td>22. B. 161 - Boat Maintenance Cradle Modifications (2530020)</td>
<td>Construction</td>
<td>$370,000</td>
<td>07/25/14</td>
<td>07/25/14</td>
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<td>23. B. 161 - Escalator Equipment Retrofit - Phase 2 (2532000)</td>
<td>Completed</td>
<td>$79,316</td>
<td>07/06/15</td>
<td>07/06/15</td>
<td>N/A</td>
<td>07/06/15</td>
<td>12/04/15</td>
<td>100%</td>
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<tr>
<td>24. Klein Billing and Port Pilot Systems Enhancement (2532400)</td>
<td>Construction</td>
<td>$1,018,000</td>
<td>04/01/15</td>
<td>04/01/15</td>
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<td>07/01/15</td>
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<td>25. Web-Based Construction Management System (2532900)</td>
<td>Bid (Adv.) and Award</td>
<td>$150,000</td>
<td>07/31/15</td>
<td>07/31/15</td>
<td>N/A</td>
<td>01/09/16</td>
<td>03/31/16</td>
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<td>Project Title</td>
<td>Project Status</td>
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<td>Start Baseline</td>
<td>Finish Baseline</td>
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<tr>
<td>30. B. 161 - Marine Ways Bridge Crane Electrical Infrastructure (2535800)</td>
<td>Construction</td>
<td>$74,000</td>
<td>05/01/15</td>
<td>06/30/15</td>
<td>N/A</td>
<td>12/27/15</td>
<td>06/23/16</td>
<td>5%</td>
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<tr>
<td>31. B. 161 - Replacement of Under Wharf Waterline (2536000)</td>
<td>Construction</td>
<td>$25,000</td>
<td>07/01/15</td>
<td>07/01/15</td>
<td>N/A</td>
<td>10/01/15</td>
<td>06/30/16</td>
<td>10%</td>
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<tr>
<td>32. Harbor Administration Building - Master Planning (2536500)</td>
<td>Hold</td>
<td>$50,000</td>
<td>09/04/15</td>
<td>01/31/16</td>
<td>N/A</td>
<td>01/31/16</td>
<td>01/31/16</td>
<td>10%</td>
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<tr>
<td>33. Port of Los Angeles Police Headquarters - Shooting Range Lighting Upgrade (2537400)</td>
<td>Design</td>
<td>$200,000</td>
<td>02/01/16</td>
<td>04/30/16</td>
<td>20%</td>
<td>09/01/16</td>
<td>02/28/17</td>
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**HARBOR DEPARTMENT FACILITIES TOTAL**

$19,397,751

### Miscellaneous Projects

1. B. 72 - Municipal Fish Market Site Drainage Improvements (2512800)
   - Hold | $5,000,000 | 04/03/12 | 10/20/15 | 75% | 04/22/16 | 04/22/16 | 0% |

2. Warehouse No. 1 - Elevator No. 1 Replacement (2515800)
   - Completed | $188,732 | 09/01/12 | 09/30/12 | N/A | 09/27/13 | 01/15/16 | 100% |

3. Badger Avenue Bridge Rehabilitation (2525000)
   - Bid (Adv.) and Award | $1,715,200 | 04/29/14 | 02/28/16 | 100% | 09/01/16 | 09/01/16 | 0% |

4. B. 84 - Maritime Museum Wharf Rehabilitation (2528200)
   - Bid (Adv.) and Award | $3,670,000 | 06/27/14 | 12/31/15 | 100% | 07/01/16 | 08/30/17 | 0% |

5. B. 88 - Mooring Fender Modification (2526700)
   - Closed | $331,612 | 04/14/14 | 06/12/14 | 100% | 09/13/14 | 06/04/15 | 100% |

6. 300 Water Street - Office Building Re-Roof (2528800)
   - Hold | $231,500 | 07/13/14 | 07/13/14 | N/A | 11/07/14 | 06/24/15 | 1% |

7. B. 84 - Slope Repair (2531000)
   - Closed | $60,564 | 06/01/14 | 10/31/14 | 100% | 12/01/14 | 03/30/15 | 100% |

8. Ports O'Cal - American Disability Act Compliant Restrooms (2531700)
   - Construction | $441,240 | 11/26/14 | 08/30/15 | 100% | 09/01/15 | 03/31/16 | 5% |

9. 338 Cannery Street - Administration Building AC Replacement (2531900)
   - Completed | $99,848 | 01/20/15 | 04/15/15 | 100% | 11/01/15 | 05/31/15 | 100% |

10. B. 73C - Restroom Re-Roof (2534000)
    - Closed | $36,197 | 07/01/15 | 07/01/15 | N/A | 10/28/15 | 06/24/16 | 100% |

11. B. 73X - Restroom Re-Roof (2534100)
    - Completed | $20,632 | 07/01/15 | 07/01/15 | N/A | 10/28/15 | 06/24/16 | 100% |

12. B. 72-93 - Pipeline Support Hangers Replacement (2534400)
    - Construction | $186,755 | 07/15/15 | 07/15/15 | N/A | 10/28/15 | 06/24/16 | 1% |

    - Construction | $331,694 | 07/01/15 | 07/01/15 | N/A | 10/28/15 | 06/24/16 | 100% |

14. B. 68 - Wharf Upgrades and Deck Replacement (2534700)
    - Bid (Adv.) and Award | $150,000 | 07/01/15 | 07/01/15 | N/A | 10/28/15 | 06/24/16 | 0% |

15. B. 85 - Port Police Float System Replacement (2534900)
    - Bid (Adv.) and Award | $850,000 | 07/01/15 | 07/01/15 | N/A | 10/28/15 | 06/24/16 | 0% |

16. B. 95 - Catalina Channel Express - Waterside Improvements (2535400)
    - Completed | $385,401 | 06/02/15 | 09/02/15 | N/A | 09/16/15 | 12/31/15 | 100% |
<table>
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<tr>
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<th>Design Start Baseline</th>
<th>Design Finish Baseline</th>
<th>Percent Design Complete</th>
<th>Construction Start Baseline</th>
<th>Construction Finish Baseline</th>
<th>Percent Constr. Complete</th>
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<td>17. B. 95 - Catalina Channel Express - Environmental Clean-up (2538700)</td>
<td>Completed</td>
<td>$95,024</td>
<td>06/22/15</td>
<td>06/22/15</td>
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<td>06/22/15</td>
<td>08/20/15</td>
<td>100%</td>
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<tr>
<td>19. 272 S. Fries Avenue Facility Parking Lot/Storage Area (2538700)</td>
<td>Bid (Adv.) and Award</td>
<td>$72,080</td>
<td>11/16/15</td>
<td>11/16/15</td>
<td>N/A</td>
<td>03/15/16</td>
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<td>19. FY 16/17 CIP Deferred Maintenance Projects (3538100)</td>
<td>Planning</td>
<td>$6,901,161</td>
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**MISCELLANEOUS PROJECTS TOTAL**

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<th>Unallocated Capital Improvement Program Fund</th>
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<td>1. Unallocated Capital Improvement Program Fund (190000)</td>
<td>Future</td>
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**UNALLOCATED CAPITAL IMPROVEMENT PROGRAM FUND TOTAL**

| Maritime Services Total | $302,321,807 |

**CIP TOTAL COST**

| $3,389,587,226 |
EXHIBIT “B”

SCOPE OF WORK

Harbor Department Engineering Guidelines: Consultant acknowledges receipt, review and understanding of the City's Harbor Department's "Engineering Design Guidelines," and "CADD Manual" (collectively “Guidelines”) and shall perform this Scope of Work in accordance with these Guidelines. Within ten (10) days of this Agreement’s effective date, Consultant shall notify Engineer in writing of any terms, criteria, or procedures contained therein which Consultant does not intend to use in performing the Scope of Work. Engineer shall provide a written response to any such comments received from Consultant, which shall be binding for purposes of this Agreement.

Consultant shall initiate, plan, execute, direct, control, and administer the Project as defined in Exhibit “A” by effectively organizing, staffing, directing, integrating, and coordinating the required Project Tasks and Subtasks as described herein. These services shall be performed in a professional fashion as per current project management principals, guidelines, and standards promoted by recognized project management organizations and institutions.

Task 1  Project Management and Coordination

Consultant shall provide state-of-the-art project management services for the Project throughout the term of the Agreement. This project management effort shall be provided for the following processes: Project initiation, Project planning and scheduling, Project controls, Project execution, and Project administration and closing. Consultant shall deal with issues, including, but not limited to, Project integration, Project scope development, Project management, cost management, quality assurance and control issues, human resource requirements, Project communications, and Project risk management. Task 1 includes the following:

Task 1.A  Project Management Plan

Consultant shall provide a detailed project management plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the PS&E packages. The PMP shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice to Proceed issued under the Agreement.

Task 1.B  Deliverables

Consultant shall produce the original work product and ten copies or exact reproductions thereof of all deliverables submitted to the City. Deliverables may include, but are not limited to, drawings and/or plans, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, and other items of any type whatsoever, whether in the form of writing, figures, delineation or electronic data prepared or compiled in connection with this Agreement.

1. Drawings produced by Consultant shall conform to the best standards of the profession in which the generator of the drawings practices. Information shall be
organized in a logical, systematic manner, using the necessary number of drawings required to maintain clarity and completeness. Drawings and specifications shall fully delineate the work to be done and materials required. Dimensions, diagrams, descriptions, cross sections, and details shall demonstrate adequacy of design for review, permitting, bidding, and construction.

2. Reports and specifications shall be prepared on a word processor and hard copy submittals shall be on 8-1/2" X 11" size white paper unless otherwise approved by Engineer. Submittals shall be bound, except any final submittal intended solely for reproduction by City which shall be unbound. Pages shall be numbered in the lower margin. Reports shall include a title page and a table of contents with lists of exhibits, plates and appendices. Information shall be presented in a clear, logical, and organized manner which facilitates review by the reader. Reports and studies shall be submitted in draft or preliminary form for review prior to the final submittal. Specifications shall be prepared in conformance with the format of the Construction Specifications Institute, unless Engineer otherwise directs.

3. Unless otherwise directed in writing, Consultant shall submit all deliverables, such as reports, drawings, specifications, designs, calculations, schedules and all work necessary to produce its deliverables, in an electronic format (AutoCAD, Word, Excel, PowerPoint etc. and/or PDF) acceptable to Engineer in addition to the hard copies required in Paragraph 2, above. Consultant shall assure at the start of Project that its proposed method of electronic submittal to City is consistent with City's computer hardware, networking and software systems, including layering of information and the attachment of data files to the drawings. Pertinent data gathered during the course of the work will be entered by Consultant into an electronic database (if required) acceptable to Engineer. In conjunction with the submittal of computer-generated calculations, Consultant shall document the appropriateness of the selected software to the task and clearly describe the input/output and default elements of the software and their relation to the Project.

4. Unless Engineer otherwise directs in writing, drawings are to be electronically generated on a CAD (Computer Aided Drafting) system equal to or compatible by translation with the City's AutoCAD system. To enable drawing elements to be manipulated and translations to be efficient, all CAD-generated drawings shall be developed as dimensionally and geometrically precise models (to three decimal places) of the work depicted. For a CAD system other than AutoCAD, a translated representative sample (one sheet minimum of each discipline) must be included with each submittal. Consultant shall conform to the drafting standards, layering and symbology of City. Consultant will be apprised by City of its layering and symbology requirements prior to the start of work.

5. Signature and record drawing submittals shall be in electronic format as approved by Engineer, as well as the original reproducible vellum. Each original drawing sheet shall be stamped and signed by an engineer or architect appropriately licensed to practice in the State of California.
Task 1.C  Suitability of Work and Consultant Cooperation

Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design, plans, specifications, and estimates (if such plans and specifications are within the scope of Consultant's work), and related corrections and changes which are best suited for the contemplated construction, and ensure all work is completed in accordance with this Agreement and with sound engineering principles and is signed and sealed by a licensed Professional Engineer and/or Architect, as appropriate. Consultant shall, upon request of the Engineer, provide all calculations, data, charts, and other information of any type whatsoever which support its designs or other work performed pursuant to this Agreement. Consultant may not assert as a basis for refusing to provide such information that it is proprietary. Consultant shall satisfy Engineer that design decisions are based on objective evaluation of the requirements of the facility owner and user, meet site-specific conditions, comply with Project construction cost budget, and minimize long-term operation and maintenance costs. Consultant is aware and agrees that the City has the right to submit the Consultant's work product to independent design reviewers. Consultant agrees to fully cooperate with such reviewers if City determines review is appropriate. Consultant's obligation to cooperate shall include the obligation to respond in an objective professional manner to requests for information, and, if expressly requested by Engineer, to enter into a dialogue with the reviewer regarding the comments of the reviewer on the work.

Task 1.D  Quality Control/Quality Assurance Plan

In conjunction with the PMP, the Consultant shall also prepare a quality control/quality assurance plan (QC/QA Plan) for the Project, within 30 days of issuance of the first Notice to Proceed under this Agreement. The QC/QA Plan shall be prepared in accordance with minimum requirements of the City’s Harbor Department, recognized professional standards, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both Consultant and Subconsultants. The QC/QA Plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. As part of the Consultant's QC/QA Plan, Consultant Senior Staff shall perform and independent review of all documents for completeness, technical accuracy, and coordination and code compliance at the end of each work phase prior to submittal of deliverables to Engineer.

Task 1.E  Prepare Project Schedule

Consultant shall develop a computerized critical path method schedule (CPM Schedule) using Microsoft Project. This CPM Schedule shall be created in close coordination with the Engineer or Engineer's designee. The initial schedule shall be submitted 30 days after the issuance of the first Notice to Proceed under this Agreement. The CPM Schedule shall initially focus on design phase activities, including significant milestones, permits, utility coordination and related Tasks, to allow for effective planning, monitoring and reporting throughout the Project. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the CPM Schedule should issued each month to show progress and done so as to coincide with the monthly Project Development Team (PDT) Meetings, where reporting shall take place. Consultant shall maintain the CPM Schedule.
Task 1.F  Monthly Progress Status Reports and Schedule Updates

Consultant shall prepare monthly progress reports which include updates to the key milestone delivery schedule and percent completion of each task worked on during that period. The schedule will be reviewed in close coordination with Engineer. Each month a schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item.

Task 1.G  Project Development Team (PDT) Meetings

Consultant shall attend monthly PDT meetings with Project stakeholders throughout the term of this Agreement. Consultant’s Project Manager shall attend each meeting. It is anticipated that various other members of the Project team, including Subconsultants, shall attend the meetings, as needed. Consultant shall prepare an agenda and distribute meeting minutes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting.

Task 1.H  Subconsultant Administration

Consultant shall administer all Subconsultants on this Project. All Subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.

Task 1.I  Meetings, Permits, and Utility Coordination

Consultant shall attend meetings, conferences, and hearings and provide drawings, applications and exhibits necessary to obtain all required approvals, plan checks, permits, variances and utility services/modifications for the Project. Consultant shall determine regulatory agency approvals, plan checks, permits and variances necessary for Project's design and construction unless the Engineer otherwise directs in writing. Consultant shall prepare and deliver to Engineer, for review and comment, minutes of all meetings attended within three (3) working days after the meeting, whether or not City is represented at said meetings, if the subject of such meeting is material to the design of the Project or if Engineer requests such meeting minutes.

Task 2  Geotechnical Engineering Services

Consultant will investigate the soil and subsurface conditions at the Project site, and provide geotechnical recommendations for design of the Project. The geotechnical work shall include, but not necessarily be limited to the following:

A. Review and analysis of existing information:

1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the Project area.

2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.

3. Inspect site to determine existing site conditions.
B. Field Investigation:

1. Following review of available geotechnical information, Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (CPT) or other data acquisition and testing required for design of the Project.

2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.

3. Detailed planning of field investigation:
   a. Arrange for and schedule drillers.
   b. Make preparations for sample handling, transportation, and testing.
   c. Locate test borings.
   d. Locate utilities and other onsite interferences and mark location on the ground.
   e. Obtain necessary permits.
   f. Schedule field staff.

4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements and as approved by Engineer. CPT data shall be obtained during borings.

5. Borings in uncontaminated areas shall be backfilled with soil cuttings except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily limited to the following:
   a. Index testing:
      i. Moisture content/dry density
      ii. Specific gravity
      iii. Atterberg limits
      iv. Sand equivalent
      v. Sieve analysis
      vi. Resistivity
   b. Consolidation tests with time plot.
   c. Soil Strength test:
i. Triaxial compression  
ii. Direct shear  
iii. Standard penetration test  

d. R-value or CBR tests.  
e. Compaction tests.  
f. Chemical analysis:  
i. pH  
ii. sulfates  
iii. chlorides  

D. Prepare soil data report:  
1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.  
2. Prepare and draft boring logs using GINT program.  
3. Prepare site soil plan, profile, and cross sections.  
4. Prepare data report.  

E. Geotechnical analysis:  

The geotechnical analysis shall be based on both the currently available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:  

1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria and considering the significance of the Palos Verdes Fault.  

2. Foundation analysis:  
a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains and light poles considering local site conditions and recommended seismic requirements.  
b. Prepare technical report.  

3. Pavement design:  
a. Develop pavement section for roadway improvements based on adjoining property usage.  
b. Provide R-values and CBRs of sub-grade for pavement design.  
c. Prepare technical report.  

4. General grading:  
a. Provide analyses and recommendations for the following:
i. Trench excavation, backfill and shoring.
ii. Site grading, fill placement and compaction.
iii. Subgrade preparation for foundations and footings of structures.
iv. Bedding requirements for utilities and substructures.
v. Dewatering.

5. Corrosive potential

a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and draft reports:

The findings, conclusions and recommendations shall be discussed with City as they are developed. Upon completion of the work, Consultant shall submit five copies of the draft report containing the findings, conclusions and recommendations together with the supporting field and laboratory data for review by City. Consultant shall review and address City’s comments, and submit ten copies of the final report to City.

G. Plans, Specifications, and Estimates review:

Consult with designers during Preliminary and Final Designs as necessary to implement recommendations and review project plans, specifications and estimates for conformance with geotechnical recommendations.

Task 2 – Deliverables

- Meeting minutes
- Boring plan
- Obtain necessary permits
- Soil data reports
- Draft and final geotechnical reports

Task 3  Conceptual Study and Report Phase

After issuance of written Notice to Proceed, Consultant shall perform Conceptual Study and Report for the Project. This work shall include but not necessarily be limited to the following:

A. Visit the site and become familiar with the Project area.

B. Review available survey, coordinate control information and record plans and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade) and existing grades. Provide a list of additional surveys required, which will be performed by the City’s survey forces.
C. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations.

D. Coordinate work with adjacent projects, facilities and improvements.

E. Develop detailed project design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this work.

F. Prepare a report and documentation package presenting the results of the two (2) conceptual studies to present clearly the considerations involved and the alternative solutions available setting forth Consultant’s findings, evaluations and recommendations. Document and recommend one preferred plan that best achieves the Project design criteria.

**Task 3 – Deliverables**

- Preliminary Conceptual Study (Design Criteria Manual)
- Final Conceptual Study report
- Architectural exhibits/artist renderings
- Preliminary architectural plans
- Landscaping exhibit(s)
- Mechanical/electrical/ exhibit(s)
- Grading and surfacing exhibit(s)
- Utility and substructure exhibit(s)
- Construction phasing
- Refined design imagery
- Preliminary project construction cost estimates
- Preliminary project design and construction schedules

**Task 4 Preliminary Design Phase (40% Construction Plans)**

A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by City, and issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall perform the preliminary (40%) design.

B. Plans shall include typical sections and details and illustrate the architectural, civil, structural, electrical and mechanical design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.

C. The preliminary design submittal shall include, but not necessarily be limited to, the following for all facilities:
1. Architectural design
2. Site plan showing coordination and relationships with overall site development
3. Construction phasing
4. Removal
5. Substructure
6. Civil design (including grading, paving, and roadways)
7. Structural design
8. Mechanical/HVAC design
9. Plumbing design
10. Electrical design
11. Water, sewer, and storm drain design
12. Landscape and hardscape design
13. Striping and signage plan
14. Utility design
15. Site/Area lighting design
16. Rail and signal design
17. Outline specifications for each discipline of work
18. Updated project cost estimate and schedule
19. Utility demand estimates
20. Perform all appropriate code coordination and review with applicable local, state, and federal agencies
21. Security design
22. Dredging and landfill design
23. Coastal and harbor design

**Task 4 – Deliverables**

Deliverables from this phase will provide a general overview of the entire proposed development, but not necessarily attempting to group the plans by anticipated construction contract sets. The deliverables will include:

- Architectural plans
- Site plan
- Construction phasing plans
- Removal plan
- Substructure plan
- Civil plans (grading, paving, and roadway)
- Structural plans
- Mechanical/electrical/plumbing plans
- Utility plans
- Water, sewer, and storm drain plan
- Landscape and hardscape plan
- Signing & striping plans
- Site/area lighting plans
- Rail and signal plans
- Construction cost estimate
• Construction schedule
• Associated reports and analysis work
• Outline of specifications
• Security plans
• Dredging and landfill plans
• Coastal and harbor plans

Task 5  Eighty-percent Construction Documents (80% DESIGN)

A. Upon issuance of written Notice(s) to Proceed from the Engineer, proceed with 80% design of Project. This procedure is the same for the Final design in Task 6.

B. Preparation of Plans, specifications, and estimates in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.

C. Permits and approvals:
   1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies.
   2. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for Project other than those that are required to be obtained by contractor(s). These applications shall be submitted to Engineer for review and approval prior to filing with appropriate agencies.
   3. Permits/approvals for this Project include but are not necessarily limited to the following:
      a. City of Los Angeles, Department of Building and Safety
      b. City of Los Angeles, Department of Public Works
      c. City of Los Angeles Fire Department
      d. Federal Railroad Administration
      e. California Public Utilities Commission
      f. Corps of Engineers
      g. Regional Water Quality Control Board
   4. Changes in the plans, specifications, and estimates, including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.
   5. Consultant shall determine and obtain any other permits required by local, state, and federal agencies for Project.

Task 5 – Deliverables

An 80% version of the following, grouped by contract set, will be provided to the City at the end of this design phase.
- Architectural plans
- Site plan
- Construction phasing plans
- Removal plan
- Substructure plan
- Civil plans (grading, paving, and roadway)
- Structural plans
- Mechanical/electrical/plumbing plans
- Utility plans
- Water, sewer, and storm drain plan
- Landscape and hardscape plan
- Signing & striping plans
- Site/area lighting plans
- Rail and signal plans
- Construction cost estimate
- Construction schedule
- Associated reports and analysis work
- Outline of specifications
- Security plans
- Dredging and landfill plans
- Coastal and harbor plans

**Task 6  Final Design Documents (100% DESIGN)**

A. Upon issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from the City and City Department of Building and Safety.

B. Plans, specifications, and estimates shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.

C. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.

D. Submit a detailed estimate of the cost based on the bid items and provide a Class “A” estimate.
D. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of contractor’s scheduling submittal.

Task 6 - Deliverables
Final versions of the following contract sets consisting of plans, specifications and estimates are anticipated:

- Architectural plans
- Site plan
- Construction phasing plans
- Removal plan
- Substructure plan
- Civil plans (grading, paving, and roadway)
- Structural plans
- Mechanical/electrical/plumbing plans
- Utility plans
- Water, sewer, and storm drain plan
- Landscape and hardscape plan
- Signing & striping plans
- Site/area lighting plans
- Rail and signal plans
- Construction cost estimate
- Construction schedule
- Associated reports and analysis work
- Outline of specifications
- Security plans
- Dredging and landfill plans
- Coastal and harbor plans

Task 7 Signature Submittal
A. Following review and incorporation of comments of Engineer, original plans, specifications, and estimates, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.

B. The original drawings and two vellum drawings, electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.

C. Submit to Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
Task 7 – Deliverables
- Original drawings
- Unbound original specifications
- Final cost estimate
- Final schedule
- Final quantities and calculations

Task 8  Bidding Phase
Consultant shall provide assistance to the City during the contract(s) advertising and award process to include the following:

A. Assistance in pre-qualifying potential bidders
B. Attendance at pre-bid meetings
C. Reviewing and providing responses to bidder inquiries
D. Preparing and issuing addendums as needed
D. Assistance in reviewing bids

Task 9  Design Services during Construction
Consultant shall provide the following services in support of the City on-site construction management efforts.

A. Office Engineering

1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the project contractor for compliance with permits and plans, specifications, and estimates.
2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the City.
3. Address requests for information ("RFIs") from the project contractor and Building and Safety inspectors.
4. Prepare record (as-built) drawings on original plans as per the data supplied by the Project contractor via the City's construction manager.

B. Field Engineering
1. Make periodic visits to the Project site to observe the work in progress and provide appropriate reports, including attendance at selected weekly progress meetings.

2. Observe and report to the City on any performance test required by the plans and specifications.

3. Attend final inspections of the Project’s completed construction contracts.

C. Structural Observation

Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.

This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.

**Task 9 - Deliverables**

- Responses to RFIs
- Field reports and “punch lists”
-Reviewed shop drawings and submittals

**Task 10 Additional Services**

The work includes, but is not limited to, technical studies, reports, drafting, GIS, technical services, project support, analysis, conceptual – final designs, and other engineering services as directed by the Engineer that relate to the Project.

SO/KLA:

Ex B – SOW
Exhibit “C” – Exemplar of Directive

(Date)

(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _______, after receipt of a written Notice to Proceed signed by City’s Chief Harbor Engineer of the Engineering Division, Consultant shall proceed with the following:

<table>
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<tr>
<th>Task</th>
<th>Services</th>
<th>Authorized Amount</th>
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<tr>
<td>3 – Conceptual Study and Report</td>
<td>3.A Roadway</td>
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<td>3 – Conceptual Study and Report</td>
<td>3.D Streetscape</td>
<td>$150,000 (lump sum).</td>
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Consultant shall provide all required task, services, and deliverables in accordance with Exhibit “B” to Agreement No. ______.

Consultant shall complete the work within __ calendar days from City’s transmittal of its written Notice to Proceed.

When invoicing for the services covered by this Directive No. __, please identify fees for this directive as follows:

LAHD EWO No. ____      LAHD Job. No. ____
LAHD Center No. ____    LAHD Program No. ____
LAHD Account No. ____

Consultant shall undertake the following MBE/WBE/SBE/OBE utilization in connection with its performance of this Directive No. __.

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. __.
Exhibit “D” – Form of Notice to Proceed

(Date)

(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed – Directive No. ______

Project Name

This is to notify and direct you to commence performance of the subject Directive. Enclosed is your set of the executed Directive documents.

If you have any question, please contact ________ at (310) 732-_____.

Very truly yours,

DAVID M. WALSH, P.E.
Chief Harbor Engineer

Enclosure: Directive No. ___
EXHIBIT E

COMPENSATION

For those items of the Scope of Work for which compensation is payable in fixed fee amounts, payment to the Consultant shall be made in accordance with the compensation schedule as set forth in the project directive, and the percentage of completion of each phase of the Scope of Work, as determined and approved by the Engineer and based upon monthly progress reports submitted by the Consultant. Monthly progress payments shall be equal to the percentage of completion of each phase multiplied by the fixed fee payable for completion of each phase, less amounts previously billed.

For those items of the Scope of Work for which compensation is payable in not-to-exceed amounts, the Consultant shall be paid an hourly fee as defined in Section 5.2 of this Agreement, at the rates set forth in Exhibit "__" and in accordance with the compensation schedule as set forth in the Directive. The Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing the Directive, and the applicable hourly rates, according to Exhibit "__."

Compensable amounts set forth on (i) an hourly basis, or (ii) on the basis of an estimated Fixed Fee subject to a not-to-exceed maximum, are estimated only. In the event that all necessary services required in any category described above are, in the judgment of the Engineer, fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, Engineer may apply the unexpended balance to compensate Consultant for services in any other category for which compensation was underestimated on either of these bases.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for work performed by listed Subconsultants.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for all other direct costs.
**Company Name & Logo**

**Address**

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

Invoice No.: __________
Invoice Date: __________
Invoice Period: __________
Federal ID No.: __________
City Business Tax No.: __________

Project Title:
Agreement No.: __________
Directive No.: __________

Consultant Contact:
Telephone: __________

Account No.: __________

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"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."

__________________________
Project Manager
### MONTHLY SUBCONTRACTOR MONITORING REPORT

**Blue Cells - Enter $ Amounts**

Please indicate the subconsultant participation levels achieved for the period of: ____________________________

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- **Group = MBE/WBE/OBE/SBE/DBE**
- **Committed Amount = Amount authorized by PD's**
- **Committed Percent = % sub commitment of Prime commitment**
- **Percent invoiced to-date = % invoiced of sub committed amount**

Updated: 5/4/07
EXHIBIT A - 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.

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 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;
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 B

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) 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 Los Angeles Business Assistance Virtual Network (LABAVN), at [http://www.labavn.org](http://www.labavn.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 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 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541330**. 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 $15 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, notarize (where applicable) 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. Prior to contract award, the Harbor Department will verify the status of all certifications. In addition, prior to being awarded a contract with the Harbor Department, all consultants and sub consultants must be registered on the LABAVN.
(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.

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

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, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents 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 $3,500,000 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.

---

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of __________________________

On __________________________ before me, (insert name and title of the officer) personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________ (Seal)
Consultant Description Form

PRIME CONSULTANT:

Contract Title: __________________________________________________________

Business Name: ____________________________ Award Total: $ ____________

Owner’s Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES_______ NO________ (Check only one)

Primary NAICS Code: ___________ Average Three Year Gross Revenue: $__________

Address: ________________________________________________________________

City/State/Zip: ___________________________________________________________

County: ________________________________________________________________

Telephone: (___) ___________________ FAX: (___) ___________________

Contact Person/Title: ____________________________________________________

Email Address: _________________________________________________________

I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBEs of potential subcontracting opportunities associated with this RFP. _____Yes (Please check)

SUBCONSULTANT:

Business Name: ____________________________ Award Total: $ ____________

Services to be provided: __________________________________________________

Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES_______ NO_______ (Check only one)

Primary NAICS Code: ___________ Average Three Year Gross Revenue: $__________

Address: ________________________________________________________________

City/State/Zip: ___________________________________________________________

County: ________________________________________________________________

Telephone: (___) ___________________ FAX: (___) ___________________

Contact Person/Title: ____________________________________________________

Email Address: _________________________________________________________

SUBCONSULTANT:

Business Name: ____________________________ Award Total: $ ____________

Services to be provided: __________________________________________________

Owner’s Ethnicity: _________ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES_______ NO_______ (Check only one)

Primary NAICS Code: ___________ Average Three Year Gross Revenue: $__________

Address: ________________________________________________________________

City/State/Zip: ___________________________________________________________

County: ________________________________________________________________

Telephone: (___) ___________________ FAX: (___) ___________________

Contact Person/Title: ____________________________________________________

Email address: _________________________________________________________
Consultant Description Form

SUBCONSULTANT:
Business Name: ___________________________ Award Total: $ ____________
Services to be provided: ___________________________________________________
Owner’s Ethnicity: _______ Gender _______ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO _______ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: __________________________________________________________
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Email Address:____________________________________________________________

SUBCONSULTANT:
Business Name: ___________________________ Award Total: $ ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _______ Gender _______ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO _______ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: __________________________________________________________
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Telephone: ( ______ ) ___________________ FAX: ( ______ ) ___________________
Contact Person/Title: ____________________________________________________
Email Address:____________________________________________________________

SUBCONSULTANT:
Business Name: ___________________________ Award Total: $ ____________
Services to be provided: __________________________________________________
Owner’s Ethnicity: _______ Gender _______ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ______ NO _______ (Check only one)
Primary NAICS Code: ___________ Average Three Year Gross Revenue: $_________
Address: ________________________________________________________________
City/State/Zip: __________________________________________________________
County: ________________________________________________________________
Telephone: ( ______ ) ___________________ FAX: ( ______ ) ___________________
Contact Person/Title: ____________________________________________________
Email Address:____________________________________________________________
Exhibit C - Business Tax Registration Certificate (BTRC) Number

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to http://finance.lacity.org/, to download the business tax registration application.

MAIN OFFICE
LA City Hall 201 N. Main Street, Rm. 101 (844) 663-4411
Exhibit D- Equal Benefits Ordinance

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.

(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.

(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.
EXHIBIT E
RFP SELECTION EVALUATION FORM

PROJECT: ON-CALL ENGINEERING SERVICES

SCORING GUIDELINES:

Rater’s Score: (Range 0-5) - 0=not included/non responsive; 1= Serious Deficiencies; 2=Marginal Abilities; 3=Adequate, 4=Well Qualified; 5=Exceptionally Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors must equal 20.

Weighted Score = Rater’s Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

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<td>A. Project Management</td>
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<th>IV. Rates and Fees</th>
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<tbody>
<tr>
<td>A. Hourly Billing Rates</td>
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</tbody>
</table>

Total Score
Prohibited Contributors (Bidders)
CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

☐ Original filing  ☐ Amended filing (original signed on __________; last amendment signed on __________)

Bid/Contract/BAVN Number (or other identifying information if no number):  Date Bid Submitted:

Description of Contract:

Awarding Authority (Department):

BIDDER
Name: __________________________
Address: __________________________
Email (optional): __________________________  Phone: __________________________
State Contractor ID: __________________________

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS
Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: __________________________  Title: __________________________
Address: __________________________

Name: __________________________  Title: __________________________
Address: __________________________

Name: __________________________  Title: __________________________
Address: __________________________

Name: __________________________  Title: __________________________
Address: __________________________

☐ Additional sheets are attached.  ☐ Bidder is an individual and no other principals exist.

Revised October 2013  Los Angeles City Charter § 470(c)(12)
Los Angeles Municipal Code §§ 49.7.35(b)(3), (4)
Prohibited Contributors (Bidders)
CEC Form 55

SUBCONTRACTORS
Please identify all subcontractors whose subcontracts are worth $100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

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Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

Subcontractor:
Address:
State Contractor ID (for identification purposes; if none, indicate "not applicable"): 

☐ additional sheets are attached. ☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more.
**Prohibited Contributors (Bidders)**  
**CEC Form 55**

**PRINCIPALS OF SUBCONTRACTORS**
Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor’s board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
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<tbody>
<tr>
<td>Address:</td>
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<tr>
<td>Subcontractor:</td>
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<td></td>
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<tr>
<td>Subcontractor:</td>
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</tr>
</tbody>
</table>

☐ Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

| Subcontractor: | |

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more.

☐ ______ additional sheets are attached.

**CERTIFICATION**
I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

<table>
<thead>
<tr>
<th>Date:</th>
<th>Signature:</th>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
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<tr>
<td>Title:</td>
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</table>

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*
EXHIBIT G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A proposer who “engages in investment activities in Iran” is defined as either:

- A proposer providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is not identified on the DGS list of ineligible businesses or persons and that the proposer is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): _____________________________________________________
Signed by: ___________________________________________ (Authorized Signature)
_________________________________________________ (Printed Name)
_________________________________________________ (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____________________________________________________
Signed by: ___________________________________________ (Authorized Signature)
_________________________________________________ (Printed Name)
_________________________________________________ (Title of Person Signing)