

RECOMMENDATION APPROVED; RESOLUTION NO. 08-6536 ADOPTED;
AND AGREEMENT NO. 2673 APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS

May 1, 2008

Rose M. Dwarshak
SECRETARY



THE PORT
OF LOS ANGELES

Executive Director's
Report to the

Board of Harbor Commissioners

DATE: APRIL 24, 2008

FROM: ENGINEERING

SUBJECT: RESOLUTION NO. 08-6536 - PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND TETRA DESIGN, INC. FOR THE SAN PEDRO WATERFRONT DOWNTOWN HARBOR & SALINAS DE SAN PEDRO PROMENADE PROJECTS, ENGINEERING, ARCHITECTURAL, AND LANDSCAPE ARCHITECTURAL DESIGN SERVICES

SUMMARY

The agreement with Tetra Design, Inc., located in Los Angeles, California, provides the Port of Los Angeles with engineering, architectural, and landscape architectural design services for the San Pedro Waterfront Downtown Harbor project and the Salinas de San Pedro Promenade located at Cabrillo Beach. This action will authorize a professional services agreement with Tetra Design, Inc. for a 3 year term in the amount of \$10,334,374.

RECOMMENDATION

It is recommended that the Board of Harbor Commissioners:

1. Find that in accordance with the City Charter Section 1022, work under the subject agreement is temporary in nature and can be performed more feasibly by an independent consultant rather than by City employees.
2. Approve the subject agreement with Tetra Design, Inc. in the amount of \$8,986,412 and that a \$1,347,962 not included in the original contract amount be applied for a total authorization of \$10,334,374.
3. Authorize the Executive Director and the Board Secretary to execute and attest to said agreement for and on behalf of the Board.
4. Adopt Resolution No. 08-6536.

DISCUSSION

1. Project Background

The purpose of both the Downtown Waterfront Harbor Project and the Salinas de San Pedro Promenade are to construct a grand promenade and create public access

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to the waters edge. The primary purpose of the Downtown Waterfront Harbor Project is to promote the Downtown Harbor as a memorable district of cultural, institutional and educational uses with the emphasis of reintegrating Downtown San Pedro with the waterfront. The plan includes extending the harbor towards downtown, preservation and restoration of historic buildings and artifacts which include a new historic fireboat display structure, creating new public spaces, and connecting the downtown with the waterfront. To complement these changes, the Project integrates additional berthing opportunities, cultural uses, educational vessels, and public open spaces. Public open spaces, including a grand waterfront promenade, water feature, and a new town square will link downtown San Pedro with the waterfront. These improvements will transform the Downtown Waterfront Harbor into a gateway to Downtown San Pedro capturing the expression of the downtown, the region's history, and the existing maritime heritage of San Pedro.

The primary purpose of the Salinas de San Pedro Promenade Project is to construct a grand promenade from the existing Cabrillo Marina to Cabrillo Beach. The promenade will be elevated and will provide a public vantage point into the existing salt marsh, a natural wildlife refuge.

2. Agreement Scope of Work

The scope of work for this proposed agreement includes preparing plans, specifications, and estimates (PS&Es) (consisting of planning, engineering, architectural, and landscaping design services) to construct new waterways, promenades, a museum building, and berthing facilities for the Downtown Harbor area. The designs in this Project shall be integrated with and complimentary to the recent improvements completed on the San Pedro Waterfront, including, but not limited to, the Waterfront Gateway and Waterfront Enhancements projects surrounding the Downtown Waterfront Harbor.

The scope of work also includes PS&Es (consisting of planning, engineering and landscaping design services) to construct a promenade in the Salinas de San Pedro and Cabrillo Beach Youth Camp area.

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3. Consultant Selection

On September 7, 2007 a Request for Proposals (RFP) was posted on the Department's Contracts Management database "e-DiversityXchange" and also on the Port's website. Six firms submitted the following proposals for the Downtown Waterfront Harbor Project:

FIRM

Tetra Design
Halcrow/Hargreaves
EE&K
Sasaki and Associates
Nuvis
Oase

Staff reviewed the proposals and determined that it was in the best interest of the Port to interview five out of six consultant teams. Oase's proposal was only for the waterfeature element and their proposal was deemed non-responsive. The interview panel consisted of the Director of Development, staff from the Department of Recreation and Parks Maritime Museum, Planning, Construction, and Engineering Divisions. Interviews were held on December 13, 2007.

During the interview, each firm responded to a set of questions formulated by the selection committee. The presentations and proposals were then ranked independently by each committee member. Evaluation Criteria, Consultant Selection Summary, and Consultant/Subconsultant listing is transmitted for information.

After the interviews, additional project elements were identified and new scope of work added to the RFP. These project elements include, Ports O' Call Promenade, City Dock No. 1 Promenade, Salinas de San Pedro Promenade, and Program Management services. The Port issued a written request soliciting letters of interest from the five qualified teams for this additional scope of work. The Port received letters of interest on January 29, 2008.

Based on proposal reviews, team interviews, and letters of interest, the evaluators determined that Tetra Design was the most qualified team for the Downtown Harbor (original RFP) as well as the added project element, Salinas de San Pedro Promenade Project. Tetra Design, Inc. ranked highest overall in the following areas:

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- Background and experience in the design of Waterfront and Harbor projects
- Experience in museum building design and public open space
- Understanding of the project scope of work and technical approach required
- Project management approach demonstrating ability to control costs and schedule
- Subconsultant support team

Staff recommends selection of Tetra Design, Inc. for the agreement with a final negotiated amount as follow:

- | | |
|----------------------------------|--------------------|
| • Downtown Waterfront Harbor | \$7,680,010 |
| • Salinas de San Pedro Promenade | <u>\$1,306,402</u> |

██████████ 2

Staff will be making recommendations in the near future for selection of consultants from this solicitation for the Ports O' Call Promenade, City Dock No. 1 Promenade, and Program Management services.

5. Agreement Requirements

Throughout the term of the agreement, the consultant will maintain compliance with the City's contracting requirements. The consultant's Small Business Enterprise (SBE) participation is ██████████ of the total agreement price.

This approval includes a 15% contingency and that is based on a qualitative review of project specific risks including schedule constraints and potential unforeseens that may arise during the project design phase.

This agreement is in conformance with both the City of Los Angeles Service Contract Worker Retention and Living Wage Ordinances.

ENVIRONMENTAL ASSESSMENT

The proposed action is a contract between the City of Los Angeles and Tetra Design Inc. for engineering, architectural, and landscape design services. Tetra Design Inc will

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provide design services including draft plans to support the San Pedro Waterfront Program. No physical modifications will be conducted until the activity is assessed in accordance with the California Environmental Quality Act (CEQA). As such, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of CEQA under Article II, Section 2(f) and 2(d) of the Los Angeles City CEQA guidelines.

ECONOMIC BENEFITS

Spending under this agreement will support the equivalent of 177 one-year full time jobs in the 5-county region, with peak employment of 88 one-year full time jobs in FY08/09, the period of peak spending.

FINANCIAL IMPACT

Funds for the current fiscal year have been budgeted in Account No. 54220, Center Nos. 1169, 1183, 1001, 1168, and Program Nos. 000, 624, in the amount of \$450,000. Funds for future fiscal years will be requested to be budgeted as part of the annual budget adoption process. It is anticipated that funds for this agreement will be expended as follows:

					Project Total
Work Order No.	24655	24762	24763	24948	
Center #/Program #	1169/624	1183/624	1001/000	1168/624	
FY 2007/2008	\$310,000	\$70,000	\$20,000	\$50,000	\$450,000
FY 2008/2009	\$3,100,000	\$700,000	\$180,000	\$500,000	\$4,480,000
FY 2009/2010	\$1,800,000	\$420,000	\$110,000	\$300,000	\$2,630,000
FY 2010/2011	<u>\$787,202</u>	<u>\$147,872</u>	<u>\$34,938</u>	<u>\$456,400</u>	<u>\$1,426,412</u>
Total	\$5,997,202	\$1,337,872	\$344,938	\$1,306,400	\$8,986,412

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

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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 the Board for the work required by the agreement, the agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

CITY ATTORNEY

The Office of the City Attorney has reviewed and approved the transmitted draft agreement in substantial form.

TRANSMITTALS

1. Site Map of project(s)
2. Consultant Evaluation Criteria
3. Consultant Selection and Cost Summary
4. Consultant/Subconsultant Listing
5. Agreement between the City of Los Angeles and Tetra Design, Inc.



ANTONIO V. GIOIELLO
Chief Harbor Engineer



MICHAEL R. CHRISTENSEN
Deputy Executive Director

JC:lg
24655b01
24655 1-5

APPROVED:



GERALDINE KNATZ, Ph.D.
Executive Director

AGREEMENT NO. _____

BETWEEN THE CITY OF LOS ANGELES

AND

TETRA DESIGN, INC.

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AGREEMENT NO.
BETWEEN THE CITY OF LOS ANGELES
AND

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Harbor Commissioners ("the City"), and TETRA DESIGN, INC., a California corporation, whose address is 1055 Wilshire Blvd., Suite 1885, Los Angeles CA 90017-5601 ("Consultant").

RECITALS:

WHEREAS, the City requires professional, scientific, expert or technical services of a temporary and occasional character, including design services; and

WHEREAS, Consultant is an organization that provides design 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 the City, it is not economical or feasible for the City to have the Work 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:

I. DEFINITIONS

- A. **Agreement:** This document and Exhibits A through M attached to it and incorporated by reference herein.
- B. **Board:** Board of Harbor Commissioners of the City of Los Angeles.
- C. **City:** The City of Los Angeles, a municipal corporation.
- D. **Consultant:** The Consultant is Tetra Design, Inc. All obligations under this Agreement, whether performed by Consultant or its Subconsultants, are the responsibility of Consultant. Consultant shall ensure that its Subconsultants satisfy all substantive requirements for the Work set forth by this Agreement.
- E. **Contract Documents:** Project design drawings and specifications prepared for advertisement for bids.
- F. **Contractor(s):** The entity awarded the contract(s) to perform the construction of Project.
- G. **Deliverables:** Unless specified otherwise in this Agreement, the original Work product, which Consultant is retained to produce for City and three copies or exact reproductions thereof. Deliverables may include, but are not

limited to, drawings, technical 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.

- H. **Department:** Harbor Department, City of Los Angeles.
- I. **Director:** Executive Director, Harbor Department, City of Los Angeles or his or her designee.
- J. **Engineer:** Chief Harbor Engineer, Engineering Division, Harbor Department, City of Los Angeles or his designee.
- K. **Engineering Design Guidelines:** Latest edition of Department's design criteria and procedures to be used by Consultant in the performance of the Work.
- L. **Financial Records:** All records of Consultant or its Subconsultants pertaining to the services provided, hours expended and expenses incurred and charged pursuant to this Agreement.
- M. **Project:** A discrete, defined undertaking generally described in Exhibit "A" and otherwise known as San Pedro Waterfront Downtown Harbor and Salinas de San Pedro Promenade.
- N. **Subconsultant(s):** Subconsultant(s) are those persons/firms retained by Consultant to assist in the performance of the Work and approved by Engineer in writing as specified in Article II, Section D.
- O. **Work:** All services to be provided by Consultant and Subconsultants pursuant to this Agreement.

II.

GENERAL PERFORMANCE REQUIREMENTS

- A. **Consultant to Furnish:** Consultant shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform Work. Consultant understands it is responsible for all taxes and fees which may be assessed against it or employees as a result of performance of the 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. The City will pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.
- B. **Consultant's and Subconsultants' Employees:** For the performance of the obligations required herein, Consultant shall assign only personnel, including its own employees, and its Subconsultants, who are qualified to perform the Work. If the quality of Work of personnel assigned by Consultant is unacceptable to City, Consultant agrees to assign replacement personnel upon request of Engineer. Compliance with the requirements of

this paragraph shall be a condition to payment by City of compensation to Consultant pursuant to this Agreement.

- C. **Consultant's Project Manager:** It is expressly understood and agreed that Consultant's Project Manager for Work to be performed under this Agreement, Jerrold R. Penrose, shall not be changed without Engineer's written approval. City may, for any reason in its sole discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute manager shall not bill for the time it takes to become familiar with the Project and Work already performed.
- D. **Subconsultants:** Whenever it is necessary for Consultant to substitute or employ other Subconsultants in addition to those listed in Exhibit "C," that action shall require the prior written approval of the Engineer provided, however, such written approval is not necessary for wholly owned subsidiaries and/or Subconsultants whose total costs to be borne by Consultant is less than Five Thousand Dollars (\$5,000.00). Upon written request from the Engineer, Consultant shall supply the Department with all Subconsultant agreements. Work performed by Subconsultants shall be so identified.
- E. **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 Department is represented at said meetings, if the subject of such meeting is material to design of Project or if Engineer requests such meeting minutes.
- F. **Performance Standards:** If the law requires Consultant, in performing its services under this Agreement, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform its services with the degree of diligence, skill, judgment, and care which is consistent with the standard assigned by the law for Consultant's profession (the "professional standard"). Consultants not required to follow a professional standard, either because they are not subject to such a standard or because they perform services outside the scope of professional standard services, shall, in performing their services under this Agreement, exercise the degree of care required of ordinary persons. Consultant shall be responsible for all services performed by Consultant and Subconsultants under this Agreement and shall assure all services are completely performed in a cost-effective manner. The Consultant shall correct or remedy any errors, omissions or deficiencies, which occur in the performance under this Agreement at its expense. Revising Consultant-prepared documents during design to incorporate comments by the Engineer or agencies having

jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors, omissions or deficiencies, but is an integral part of the Work.

- G. **Engineer Comments:** Consultant shall promptly consider any written comments of Engineer. If Consultant disagrees with such comments, it shall promptly notify Engineer in writing. Failure to so respond and/or incorporation of Engineer's comments into the Work signifies agreement with such comments. If Engineer instructs Consultant to incorporate Engineer's comments in the Work in spite of Consultant's disagreement therewith, Consultant will be relieved of liability for any loss proximately caused by the change required by Engineer, provided such loss would not have occurred had such change not been made. Consultant may continue the Work through scheduled review periods, provided that resolutions to all review comments, as approved by the Department's Project Manager, shall be incorporated in the Work prior to Consultant making the next milestone submittal.
- H. **Engineering Design Guidelines:** Consultant acknowledges receipt of the Department's "Engineering Design Guidelines," and "CADD Manual" (Guidelines), has read them and shall perform Work in accordance with the Guidelines. Upon review of these Guidelines, Consultant shall, as soon as reasonably possible, but in any event within ten (10) weeks of the effective date of this Agreement, notify Engineer in writing of any terms, criteria, or procedures contained therein which Consultant does not intend to use. Consultant shall thereafter notify Engineer of any further Guideline provisions it later determines not to follow. If Engineer does not agree with Consultant's decision regarding the Engineering Design Guidelines, Engineer will instruct Consultant to comply with the provisions, in writing.
- I. **Department-Provided Information:** Consultant shall review information provided by Department, whether in the form of drawings, documents, and/or written or verbal comments, excluding survey data. Any such information suspected by Consultant to be inaccurate, incomplete or not applicable shall be brought promptly to the attention of Engineer in writing.
- J. **City's Review:** Consultant understands and agrees that City, at all times under this Agreement, has the right to review Project documents and Work in progress and to audit Financial Records, whether or not final, which Consultant or anyone else associated with the Work has prepared or which relate to the Work which Consultant is performing for City pursuant to this Agreement regardless of whether such records have previously been provided to City. Consultant shall provide City at Consultant's expense a copy of all such records within five (5) Working 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 Agreement. Consultant shall, at no cost to the Department, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to provide the records within the time requested shall preclude

Consultant from receiving any payments due under this Agreement until such documents are provided.

- K. **Site Coordination:** Consultant shall coordinate with tenant(s) and Contractor(s) to access the Project area and shall minimize disruption of tenant and contractor operations.
- L. **Compliance With Laws:** The designs and the concepts included in the Deliverables, such as contract drawings and specifications and all changes therein formulated by the Consultant and all Work performed under this Agreement, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said designs and concepts if the construction were being performed for a private corporation. If, however, the City standard is more stringent, 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.
- M. **Assignment of Personnel:** For Work performed on a time and material basis, Consultant agrees to assign the person with the lowest hourly charge who is fully competent to provide the services required. If Consultant finds it necessary to have Work, which would usually be performed by personnel at a lower rate, performed by personnel paid at a higher hourly rate, Consultant shall, nevertheless, bill at the lower rate.
- N. **Progress Reports:** Consultant shall provide Engineer progress reports in a format and on a schedule as Engineer directs. Progress reports shall include a description of Work completed, cumulative dollar costs incurred, as well as costs since the last progress report, anticipated Work for the next reporting period, percentage of Work complete, and the expected completion date for remaining Work. The report shall identify problem areas and important issues that may affect Project cost and/or schedule. The report shall present actual percentage completion and cash flow versus planned percentage completion and cash flow both numerically and graphically.
- O. **Additional Work:** Consultant and Subconsultants shall perform no Work beyond the scope of this Agreement, unless duly authorized by written change order or amendment. Consultant acknowledges that it and its Subconsultants shall receive no compensation for Work beyond the scope of this Agreement, unless duly authorized by written change order or amendment.
- P. **Suitability of Work and Consultant Cooperation:** Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design, contract drawings and specifications (if such drawings 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 Article II, Section H 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.

- Q. **Time of Essence:** Work shall be performed as expeditiously as possible and at the time or times required by the Engineer. Time is of the essence in the performance of all of Consultant's services under this Agreement. Consultant's failure to conform to the schedule shall entitle the City to have the services completed by others and Consultant, under this Agreement, agrees to pay City the City's cost of completing such services and authorizes City to withhold such amounts from any progress payments otherwise due to Consultant. Consultant understands that Consultant's failure to timely perform will result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of projects and the use of such projects by the Department, tenants or the public.
- R. **Quality Assurance:** The scope of services for this requirement is further defined in Exhibit "B." Consultant shall independently implement a Quality Assurance program to ensure all services performed and Deliverables submitted pursuant to this Agreement conform to recognized professional standards and the requirements of this Agreement. Consultant shall, if directed by the Engineer, submit the following: (i) Consultant's Project Management and Project Control Plan, (ii) Consultant's specific Quality Control measures to correct any performance deficiencies in the professional services as determined by the Engineer. As part of the Consultant's Quality Control, 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.

- S. **Project Schedule:** The Department utilizes Microsoft Project to develop and manage schedules for the Capital Improvement Program (CIP). Consultant shall utilize the same or compatible application as approved by Engineer to develop and regularly update the Project schedule, initially focusing on design phase activities, including significant milestones, permits, property acquisition and related Work, to allow effective planning, monitoring and reporting of the progress of the Project. As construction phase activities are determined, that phase of the Project schedule shall be enhanced. The schedule shall be designed to integrate with the milestones referenced in the Department's Model Schedule. Department will incorporate this Project schedule into the master CIP schedule. The initial schedule shall be submitted within 15 days after Notice to Proceed. The final schedule shall be in conjunction with the signature submittal. All schedule submittals shall be in the form of two hard copies and one electronic copy unless noted otherwise herein.

III. **SERVICES TO BE PERFORMED BY CONSULTANT**

The Work to be performed by Consultant shall be in accordance with this Agreement. Consultant shall perform and will provide to City the services described herein, and the specific services set forth in Exhibit "B." Consultant shall provide project management further defined in Exhibit "B," including planning, controlling, staffing and coordinating the services provided as an integral part of the Work.

- A. **Initiation of Work:** All Work pursuant to this Agreement will be initiated by a written single Notice to Proceed or multiple Notices to Proceed from Engineer, as applicable. If this Agreement requires Consultant to perform multiple Work tasks, which are dependent on the satisfactory performance of a previous task, Consultant shall obtain individual Notices to Proceed from the Engineer to proceed with such successive tasks.
- B. **Deliverables:** Consultant shall submit all Deliverables to the Engineer as follows:
1. Drawings produced by the 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 Department 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 the Engineer otherwise directs in writing, the Project drawings are to be electronically generated on a CAD (Computer Aided Drafting) system equal to or compatible by translation with the Department'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. The Consultant shall conform to the drafting standards, layering and symbology of the Department. The Consultant will be apprised by the Department 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 the 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.

- C. **Conceptual Study and Report Phase:** The scope of services for this phase is further defined in Exhibit "B."

After Notice to Proceed is issued for this phase, and as required in conjunction with the environmental review of any project under the California Environmental Quality Act, Consultant shall review Project scope and develop and perform technical and economic evaluations of feasible alternative concepts, including:

1. Consult with City to clarify and define Project goals and requirements and to review available data.
2. Advise City as to the necessity of City providing existing Project-related data.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project.
4. Provide analyses of City's needs, design criteria, critical issues, constraints, project sites and potential solutions.
5. Prepare a conceptual study report that would include the following: schematic layouts, sketches and exhibits to indicate clearly the recommended concept and the alternative elements considered setting forth Consultant's findings, evaluations and recommendations. This report will be accompanied by a Project schedule and an itemized estimate of Project costs, including construction cost, design costs and contingencies for each alternative element considered.
6. Furnish ten (10) copies of the study and report documents and review them in person with City.

- D. **Preliminary Design Phase:** The scope of services for this phase is further defined in Exhibit "B."

After Notice to Proceed is issued for this phase, and as is required for compliance with the California Environmental Quality Act for any project, Consultant shall perform preliminary (40%) designs including:

1. In consultation with City and on the basis of the accepted study and report documents, refine the scope, extent and character of the Project.

2. Prepare Contract Documents in sufficient detail to provide the necessary information for review, permitting and competitive construction bidding of the Project.
3. Advise City at the earliest time possible if additional data or services are necessary and assist City in obtaining such data and services.
4. Based on the information contained in the preliminary design documents, submit a revised Project schedule and estimate of Project costs.
5. Furnish ten (10) copies of the above preliminary design documents and review them in person with City.

E. 80% Design, Final Design (100%), and Signature Design Phases The scope of services for this phase is further defined in Exhibit "B."

After Notice to Proceed is issued for this phase, and as is required or permitted under the California Environmental Quality Act, Consultant shall:

1. On the basis of the accepted 40% design documents and comments of Engineer, prepare 80% drawings and specifications to show the scope, extent and character of the Work.
2. Prepare Contract Documents for Project in sufficient detail to provide the necessary information for review, permitting and competitive construction bidding of the Project.
3. Calculate and submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical and other calculations used in the Project design.
4. Provide the technical criteria, written descriptions, exhibits and other data for filing permit applications with or obtaining approvals of the governmental authorities having jurisdiction to approve the Project, and obtain the necessary permits. Obtain plan check approvals of Contract Documents by City Department of Building and Safety and other agency approvals as directed by Engineer. Prepare applications, with all necessary documentation, for all plan checks, permits, variances and approvals for Project other than those that are required to be obtained by Contractor(s). These applications shall be completed and submitted to Engineer for review and filing with appropriate agencies. Changes in the Contract Documents, including any change required by a change in rules, regulations or laws required to obtain final approval from said agencies, shall be made by Consultant and shall not constitute a change in Work unless

such changes meet the test set forth in Article V, Section D.2 of this Agreement.

5. Advise City at the earliest time possible of any adjustments to the estimate of Project costs caused by changes in scope, extent or character or design requirements of the Project. Furnish revised estimate of Project construction costs based on the 80%, 100% and Signature drawings and specifications.
6. Assure Project-specific technical specifications are consistent with the general conditions of the specifications.
7. Prepare proposed construction schedule(s) for Project's construction contract(s) in sufficient detail for use by Engineer in evaluating the adequacy of Contractor's scheduling submittals.
8. In performing the 80% Design, Final Design (100%), and Signature Design Phases of Project under the terms of this Agreement, Consultant shall submit to Engineer for review and comment the following in accordance with the Engineering Design Guidelines.

a. 80% Design Review

Consultant shall submit approximately 80% complete Contract Documents and supporting information necessary for plan check. A reproducible set and ten (10) sets of design drawings, ten (10) copies of the specifications, calculations, cost estimates, schedule and all other design documents shall be submitted.

b. Final Design (100% Review)

Consultant shall submit 100% complete Contract Documents and supporting information stamped and signed by an engineer or architect appropriately licensed to practice in the State of California. A reproducible set and ten (10) sets of the design drawings and ten (10) copies of the specifications, calculations, cost estimates, schedules and any revised design documents shall be submitted.

c. Signature

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

Engineer. Engineer's signature acknowledges that Contract Documents are accepted for advertisement for bids but is not intended to approve the sufficiency of said drawings or to relieve Consultant of Consultant's professional responsibilities and/or liabilities. The original drawings and sets of the design drawing, drawing electronic CAD files, unbound original specification and two copies of final cost estimate and schedule shall be submitted.

F. Bidding:

In the event that City decides to bid the Project following any appropriate or necessary review under the California Environmental Quality Act, Consultant shall, if requested by City:

1. Assist City in advertising for and obtaining bids for each contract for construction, materials, equipment and services.
2. Prepare addenda, as appropriate, to interpret, clarify or expand the bidding documents.
3. Prepare information for and participate in pre-bid conference.
4. Assist City in evaluating bids or proposals and in assembling and awarding contracts for construction, material, equipment and services.
5. Consult with and advise City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s).

G. Construction:

The scope of services for this phase is further defined in Exhibit "B."

During the Construction Phase, if requested by City, Consultant shall perform the following Work:

1. Visits to Site and Observation of Construction.
 - a. Visit the site at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's (Contractors') Work.

- b. The purpose of Consultant's visits to the site will be to enable Consultant to better carry out the duties and responsibilities assigned to it during the Construction Phase. Consultant shall not, during such visits, supervise, direct or have control over Contractor's (Contractors') Work nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incidental to the Work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work.
 - c. After such visits and on the basis of such observations, Consultant shall immediately advise Engineer if Consultant has any reason to believe the Contractor's (Contractors') Work is unlikely to produce a completed Project that conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
 - d. Consultant shall also attend Department's pre-construction, special, or progress meetings.
2. Interpretations and Clarifications. Provide interpretations and clarifications of the Contract Documents in a timely manner as requested by the Engineer.
 3. Shop Drawings. Review shop and erection drawings, production drawings, samples and other data which Contractor(s) submit(s), for conformance with the design concept of the Project and compliance with the information given in the Contract Documents and permits. Such review shall be performed in a timely manner as determined by the Engineer. If Contractor's (Contractors') submittal complies with the drawings, permits and specifications, Consultant shall signify such compliance by its affirmative statement, stamp and signature. If Contractor's (Contractors') submittal does not comply, Consultant shall note the specific deficiency and the action required by Contractor(s) and affix its stamp and signature.
 4. Substitutes. Evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
 5. Inspections and Tests. Receive and review all certificates of inspections, mill test reports and non-routine laboratory reports, testings and approvals required by laws, rules, regulations,

ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents and permits). Consultant shall recommend testing to City if, in Consultant's professional judgment, such testing is advisable. Consultant shall attend inspections as requested to determine if the Work in progress is acceptable and a final inspection to determine if the completed Work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed).

6. Disputes Between City and Contractor. Review all claims of City and Contractor(s) relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work, and advise City of the validity of such claims.
7. Contractor's (Contractors') Submittals. Receive and review maintenance and operating instructions, schedules and certificates of inspection, tests, approvals and building or equipment maintenance manuals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals, the results certified indicate compliance with the Contract Documents and permits), and shall transmit them to City with written comments.
8. Revisions. Prepare revised or supplementary Contract Documents as necessary to correct errors or omissions, resolve unforeseen field conditions, comply with necessary permit conditions or address other occurrences during construction.
9. Permits. Coordinate with permitting agencies and prepare necessary documentation in accordance with certifications, variances, codes, permits and special conditions.
10. Record Drawings. Prepare a set of reproducible record drawings showing those clarifications, interpretations and changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) and Engineer.

H. Operational Phase:

During the Operational Phase, Consultant shall, when requested by City:

1. Provide assistance in connection with the start up and adjusting of any equipment or system.
2. Assist City in training City's staff to operate and maintain the Project.
3. Assist City in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
4. In company with City, visit the Project to observe any apparent defects in the completed construction, assist City in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective Work.

I. Other Services:

1. Perform geotechnical services during design, including: reviewing available soils and seismic information; conducting subsurface field investigation program; performing laboratory tests and analyses; developing seismic and geotechnical recommendations in support of project design; and preparing written report(s) of findings and recommendations in accordance with the provisions of Exhibit "B."
2. Perform geotechnical services during construction, including: monitoring of test and indicator piles; certification of subgrade and fill compaction; and analyses and recommendations regarding unforeseen field conditions.

IV. SERVICES TO BE PERFORMED BY DEPARTMENT

Department will provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by 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 opinion of Engineer, will assist in completing Work described above.

- A. Department will provide all necessary copies and prints of the Contract Documents for bid advertisement and construction.
- B. Department will provide survey, construction inspection, construction contract administration and soil compaction-testing services unless Consultant's Scope of Work in Exhibit "B" provides otherwise.
- C. The City will pay applicable federal, state, or local regulatory fees necessary to obtain approvals, plan checks, permits and variances for the Project.

- D. City will allow Consultant, at all times, to access the Project area during normal Working hours subject to satisfying any concerns of Department tenants and contractors and at other times with prior approval of Engineer.
- E. Whenever this Agreement provides for any approval, decision, determination, exercise of judgment or discretion (sole or otherwise), request or the like, by City, the same shall not be unreasonably withheld.
- F. Department shall not be obligated to provide information and/or services except as specified in this Agreement.

V. **TERM AND EFFECTIVE DATE OF AGREEMENT**

A. **Effective Date/Term:**

After approval by City in accordance with the City Charter, including Charter Section 245, the effective date of the Agreement shall be the date of its execution by Director. The Agreement shall terminate as provided in Article V, Section E.

B. **Commencement:**

Consultant agrees, upon receipt of written Notice to Proceed from Engineer following execution of this Agreement, to commence that portion of Work specified in such Notice.

C. **Schedule for Work:**

The times for completion of the Work shall be in accordance with the schedule set forth in Exhibit "E." Consultant shall submit detailed schedule updates with monthly progress reports.

D. **Extensions of Time:**

1. If Consultant is unable to comply with the established time schedule, an extension of time requested by Consultant shall require written approval from Engineer. Consultant shall immediately advise Engineer in writing of any event that will affect the schedule.
2. Extensions to complete Work shall be granted by Engineer if Consultant is necessarily delayed in completing Work by a cause that meets all of the following conditions:
 - a. Such cause is beyond Consultant's control and arises without its fault;

- b. Such cause arises after the execution of this Agreement and neither was nor could have been anticipated before the execution of this Agreement; and
- c. The effect of such cause could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures by Consultant, including replanning, scheduling and rescheduling.

E. Duration:

This Agreement shall be in full force and effect until:

1. Consultant has, in the Engineer's judgment, completed the Work and Engineer has given Consultant written notice thereof; or
2. Consultant, in its judgment, has completed the Work and has given Engineer written notice thereof transmitted by certified mail, postage prepaid, return receipt requested; in such event, within thirty (30) calendar days thereafter, Engineer shall advise Consultant in writing of any deficiencies in Work for which Consultant is responsible under this Agreement or any Work remaining to be completed. As soon as any such deficiencies are corrected or as soon as the thirty (30) calendar day period for such notice has expired, if Engineer does not advise Consultant of any such deficiencies within the period, Engineer shall accept the Work in writing or it shall be deemed accepted. Any such acceptance shall not relieve Consultant from complying with all terms of this Agreement; or
3. Board, in its sole discretion, terminates this Agreement or deletes part of the Work upon giving to Consultant five (5) calendar days' notice in writing of its election to terminate this Agreement or delete such Work. Upon expiration of said five (5) calendar day period, Consultant shall cease the performance of the Work hereunder. Consultant shall be entitled to compensation only for services actually performed prior to such termination and cancellation in accordance with the provisions of Articles VI and VIII. Engineer shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly; or
4. Three (3) years have elapsed from the effective date of the Agreement; or
5. This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making

any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor.

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

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

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

VI.

COMPENSATION

A. Board to Pay Consultant:

For the satisfactory performance of Work, City agrees to pay Consultant and Consultant agrees to accept in lawful money of the United States a sum not to exceed \$8,986,412 to be paid as specified in Exhibit "D" as full compensation for the Work performed by Consultant and Subconsultants in accordance with this Agreement. This sum does not include changes in compensation for performance of extra Work pursuant to Section C of Article VI.

B. Compensation to Include:

The compensation set forth in 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. Consultant shall not be entitled to reimbursement for any expenses except as provided in subsection (3) of this Section B. Consultant shall not add any fee onto fees billed for Subconsultants unless Exhibit "C" expressly specifies a rate. As full compensation for all Consultant's services and obligations under this Agreement, the City will pay Consultant the total of the amounts computed under subsections below, provided the parties agree the compensation under this Agreement may not exceed the amount stated in Section A except as authorized by Article VI, Section C. The 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 more particularly specified in Exhibits "C" and "D." Consultant understands it must allocate its effort and complete the Work for the stated compensation. Neither the dollar value nor amount of Work described will be revised except as provided in Article VII.B. or VIII.

1. Fixed Fee. A lump sum compensation for satisfactory performance of the Work or task as set forth in Exhibit "D."
2. Hourly Fee. An amount equal to the product of the hours expended by Consultant and the applicable hourly rates set forth in Exhibit "C" for time actually spent in the performance of the Work, but in each case excluding premium payments for overtime Work or night Work or for performing hazardous duty and not to exceed the sum set forth in Exhibit "D."
3. Reimbursable Expenses. An amount equal to out-of-pocket expenses, approved by the Engineer, necessarily and reasonably incurred and actually paid by Consultant in the performance of the Work subject to the limitations herein and not to exceed the sum set forth in Exhibit "D."

Consultant shall substantiate all billings for out-of-pocket expenses. Out-of-pocket expenses are expenses that:

- a. Are unique to the performance of services under this Agreement and involve the purchase of outside ancillary services, except that out-of-pocket expenses do not include amounts for reproduction of submittal documents, priority mailing and delivery charges, local or long distance telephone or facsimile calls, travel, equipment rentals and safety

supplies unless expressly authorized by the Engineer;

- b. Do not include expenses that are usually and customarily included as part of the Consultant's overhead;
- c. Do not include amounts for use of computer systems, including computer-aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment or expendable office supplies unless expressly authorized by the Engineer.

Consultant travel expenses shall conform to City policy, which Consultant shall verify with Engineer.

C. Compensation for Extra Work:

1. Changes in Consultant's compensation, if any, which may result from change order as provided in Article VII, Section B, shall be negotiated on the basis of hourly or other unit rates as shown on Exhibit "C" approved in writing by Engineer plus direct expenses and material costs. Subject to approval of Director, if this Agreement extends beyond one (1) year, Consultant may adjust its rates after each twelve (12) months of service subject to approval of Engineer. However, the annual rate increases shall be no greater than those charged to other governmental agencies and in no case shall the increase exceed four percent (4%) of the prior twelve (12) month rate. Total compensation for such extra Work shall be negotiated prior to issuance of the change order and prior to the performance of said extra Work.
2. Each change in compensation of One Hundred Fifty Thousand Dollars (\$150,000) or less shall require approval of the Director. Each change in compensation of more than One Hundred Fifty Thousand Dollars (\$150,000) shall require approval of Board provided, however, that if the cumulative change orders result in increasing the originally authorized compensation by more than twenty-five percent (25%), Board approval shall be required for all such change orders.
3. Engineer shall review statements submitted by Consultant and, upon approval, shall authorize payment for the extra Work.
4. The Engineer shall have the authority, during Consultant's performance of Work, to dispense in writing with any requirements in the Scope of Work and, if compensation is based on a lump sum price, City shall be entitled to reduce the value of the compensation

by the cost of the task(s) eliminated.

D. Statements to be Certified:

Each month, as a prerequisite to payment for services, Consultant shall bill Department for services performed and for reimbursable out-of-pocket expenses authorized by this Agreement incurred in the prior month, accompanied by such records and receipts as required. Each invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. If payments are based on established milestones, then 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 statement for payment in the format and containing the information specified in Exhibit "F" including the certification as follows:

"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)
Project Manager

E. Monthly Subconsultant Monitoring.

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

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

F. Manner of Payment:

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**

G. Financial Records:

Consultant shall keep detailed daily records of the tasks performed under this Agreement, the individual(s) who performed each task and the amount of time spent on the performance of each task, as well as records of the amounts paid for the performance of such services and records and receipts of reimbursable expenditures hereunder. Notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The City shall have the right to audit all such records.

Such 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. The Director reserves the right to audit Consultant's books, records and accounts relating to its billing of the City in connection with this Agreement, and Consultant agrees to provide access to said books, records and accounts to the Director or his or her representative upon 72 hours' written notice.

- H. Taxpayer Identification Number (TIN):** Consultant declares that its authorized TIN is 953632038. No payment will be made under this Agreement without a valid TIN.

VII. AUTHORITY OF ENGINEER

A. Acceptability of Work:

Engineer shall decide any and all questions which may arise as to the quality or acceptability of the Work performed including errors and omissions, and as to compensation due Consultant. The Engineer may disapprove Work if, in his sole opinion, the Work does not conform to the requirements of this Agreement, sound engineering principles, or is impractical, uneconomical or unsuited in any way for the purpose for which the Consultant is retained. If

the Engineer disapproves any Work, the Consultant shall immediately revise the Work until it meets the Engineer's approval, but the Consultant shall not be compensated for performance of such revisions. No approval, disapproval or omission to approve or disapprove the Work shall relieve Consultant of any responsibility under this Agreement. Subject to Section C below, Engineer's decision shall be final, and he shall have authority to enforce and make effective such decisions and orders with respect to the performance of this Agreement.

B. Changes in Work:

Engineer shall have the right at any time during the term of this Agreement to make changes, additions and deletions in the Work. Engineer may also make comments and/or decisions on the Work and if Consultant believes such comments or decisions constitute a change in Work, Consultant shall notify Engineer in writing. If Engineer agrees with Consultant, such change shall be made in accordance with this subsection. Any such changes, additions or deletions shall be by written change order and shall include the amount of compensation or credit for said change, if any. The change order shall be signed by Consultant before any Work is done pursuant to said order. Changes in compensation as a result of said change order shall be in accordance with Article VI, Section C. Consultant understands that the Charter of City limits the manner in which contracts must be carried out and extra Work may be authorized. Consultant further understands that no officer, agent or employee of City has the authority to require Work other than is allowed by this Agreement.

C. Disputes as to Acceptability of Work:

If Consultant and Engineer cannot agree as to the quality or acceptability of the Work, or whether a change in the Work is required and/or the compensation payable to Consultant under this Agreement, Engineer or Consultant may promptly give to the other a written notice thereof and, within ten (10) days thereafter, Consultant and Engineer shall each prepare a report which supports their position and file the same with Board and the other party. Consultant's report shall include any possible claims against City, including the amount of additional compensation requested. Thereafter, Board shall, with reasonable diligence, determine the quality or acceptability of Work, or whether a change in the Work is required, and/or the compensation payable to Consultant. Submittal of the matter to Board, as required by this Section C, is a prerequisite to the right of Consultant to contest any such matter in a court and Consultant expressly waives any right to so contest any decision(s) of Engineer unless it has first presented the matter to the Board and within the time limits as provided herein.

VIII.

SUSPENSION OR TERMINATION

A. Termination by Department:

If Board terminates this Agreement as provided for in Article V, Section E.3, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other items of Work 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.

B. Partial Deletion or Suspension of Work:

Consultant agrees that Director, on the recommendation of Engineer, may determine whether any or all of the Work described in this Agreement shall be deleted or its performance suspended without electing to terminate the entire Agreement and without any penalty being incurred by City. Any such partial deletion or suspension of the services shall in no way void or invalidate this Agreement nor shall it provide Consultant any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise billable under this Agreement and City shall have the right to later have any Work suspended or deleted from this Agreement performed by others without any penalty to City. City shall be entitled to have as its property all exhibits, drawings, calculations, reports, text and other data prepared by Consultant and shall pay Consultant therefore in accordance with the provisions of Section C below.

C. Manner of Payment Upon Termination, Partial Deletion or Suspension of Work:

Upon any deletion or suspension of Work or termination of this Agreement by Director and upon receipt of a final certified statement with one (1) original and four (4) copies as required in Article VI, City shall pay Consultant the amount, as determined by Engineer, due for the Work performed prior to such deletion or suspension of Work or termination, less amounts previously paid. Director may require Consultant to perform Work later during the Agreement term, which was earlier deleted or suspended. Consultant shall not commence any such Work until Director has issued a written Notice to Proceed or a change order.

D. Use of Other Consultants.

City reserves the right, in its sole discretion, to have the Work described in this Agreement performed by other consultants if City, for any reason, is not

satisfied with Consultant's Work product. If City has other consultant(s) perform such Work, Consultant agrees to cooperate fully with other consultant(s) and to explain to them any Work performed to date. In such event, Consultant shall be entitled to be compensated for hours spent at the rates set forth in Exhibit "C" or as City may agree in writing pursuant to Article VI, Section C.

IX. CONSULTANT SHALL ABIDE BY ALL LAWS

A. Governing Law / Venue.

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

B. Affirmative Action

Consultant agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All subcontracts, assignments and transfers of interest under or pursuant to this Agreement shall contain this provision.

The provisions of Section 10.8.4 of the Los Angeles Administrative Code, as set forth in the attached Exhibit "G," are incorporated herein and made a part hereof.

X. INDEMNITY AND INSURANCE REQUIREMENTS

A. Indemnity.

1. Indemnity for Professional Liability

Except for the negligence or willful misconduct of City, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents or employees from and against any claims, charges, damages, 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 by reason of any damage to property, injury to persons or any action that may arise out of the performance of such services rendered pursuant to this Agreement that is caused by any act, omission or negligence

of Consultant, its officers, agents, employees or Subconsultants.

2. Indemnity for Other Liability

Except for the sole negligence or willful misconduct of City, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its boards, officers, agents or employees from and against any claims, charges, damages, 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 by reason of any damage to property, injury to persons or any action that may arise out of the performance of this Agreement that is caused by any act, omission or negligence of Consultant, its boards, officers, agents, employees or Subconsultants regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto provided that (1) if the City contributes to a loss, Consultant's indemnification of the City for the City's share of the loss shall be limited to One Million Dollars (\$1,000,000), (2) notwithstanding the limitation in (1), Consultant shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (3) the provisions in (1) and (2) apply on a per-occurrence basis.

B. Workers' Compensation.

By signing this Agreement, Consultant acknowledges 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 Work under this Agreement. The Consultant shall submit Workers' compensation policies or a certificate evidencing such 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 action or omissions of the City contributed to the accident.

C. Public Liability and Property Damage

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, broad form comprehensive public liability and property damage insurance including contractual liability coverage written by an insurance company authorized to do business in the State of California with Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or death or property damage

arising out of each accident or occurrence. Said limits shall provide first dollar coverage except that Director may permit a self-insured retention in those cases where Director determines such retention is justified by the net worth of Consultant. The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suit provision. Each policy shall contain an Additional Insured Endorsement naming the City of Los Angeles, its officers, agents and employees (collectively "the Additional Insured") and a 30-day notice of cancellation by receipted mail as shown on Exhibit "H." Where Consultant uses or operates vehicles, watercraft or aircraft, coverage shall be provided as above. Two executed copies of the Endorsement marked "Exhibit H" shall be furnished to Director. Alternatively, two certified copies of the full policy containing the additional-insured and 30-day cancellation notice language may be submitted subject to the approval of Risk Manager.

D. Modification of Coverage.

Director, based upon recommendation of independent insurance consultants to Department, 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. Pursuant to this provision, if additional coverage required of Consultant hereunder results in added cost to Consultant, such cost shall be reimbursable by City.

E. Renewal of Policies.

At least thirty (30) calendar days prior to the expiration of each policy, Consultant shall furnish to Director a renewal endorsement 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, in addition to any other remedy City may have at law, City through its Director may, at its own option but without any obligation, cancel the Agreement.

F. Right to Self-Insure.

Upon written approval by the 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 a financial statement or balance sheet prior to Director's consideration of approval of self-insurance and annually thereafter as evidence of financial capacity to cover the self-insurance.
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 selfinsurance.

G. Accident Reports.

Consultant shall report in writing to 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) 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 names and addresses 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.

H. 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.

I. **Professional Liability Insurance**

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000), per claim and in the aggregate, which covers the Work performed pursuant to this Agreement, and that it will expend every reasonable effort to keep such insurance or its equivalent in effect at all times during performance of this Agreement and until two (2) years following acceptance of the completed Project by Board. Two (2) executed copies of the Special Endorsement, Exhibit "I" attached hereto and made a part hereof shall be filed with Director. Alternatively, two certified copies of the full policy containing a 30-calendar-day cancellation notice by receipted mail may be submitted subject to the approval of the Risk Manager of the City. Notice of occurrences or claims under the policy shall be made to the Engineer with copies to Director.

XI. **PERSONAL SERVICE CONTRACT**

Consultant has been selected 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 Work with the express consent in writing of the Engineer. All Subconsultants to whom Consultant transfers the performance of the Work, however, shall be deemed to be its agents and no transfer or approval thereof shall 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.

XII. **CONFLICT OF INTEREST**

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and 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.

XIII. **ARTICLE AND SECTION HEADINGS**

The article and section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIV. CONSULTANT IS AN INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City and shall have no authority to act as an agent of City or Board or to enter into any agreement for or on behalf of City or Board.

XV. 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 the Department shall be addressed to Executive Director, 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.

XVI. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department ("Department"). See Exhibit "K."

XVII. RELEASE OF PUBLIC RECORDS

A. The City seeks to conduct its business publicly. Usually, information given to the City is a public record. In limited circumstances, information such as trade secrets and certain financial data may be treated confidentially. Consultant should be aware that the information it provides to the City may be available for public review. Therefore, information which Consultant desires to retain as confidential should not be submitted to City unless expressly requested by City. If the City receives a request to disclose such information provided by Consultant, City will notify Consultant of such request. If Consultant objects to release of the information, Consultant shall expeditiously seek a court protective order to prevent such a release. Absent the granting of a court order prohibiting City from releasing the records, City shall release the records as required by applicable law.

B. Neither Consultant nor its Subconsultant(s) shall issue or permit to be issued any press release, advertisement, or literature of any kind which refers to the City or the services performed pursuant to this Agreement, unless Consultant

first obtains the Engineer's written approval provided that the mere listing of City as a client does not violate this provision. Such approval may be withheld if, for any reason, the Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

- C. Under no circumstances shall Consultant or its Subconsultant(s) communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder except as approved by the Engineer provided, however, that data from manufacturers and suppliers of material shall be obtained by Consultant when such data is necessary unless otherwise instructed by the Engineer.

XVIII. PROPERTY INTERESTS/PROPRIETARY INFORMATION

Drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computertapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement (collectively hereafter referred to as "property"), are owned by the City as soon as they are developed, whether in draft or final form. The City has the right to use or permit the use of this property and any ideas or methods represented by them for any purpose and at any time without compensation other than that provided in this Agreement. The Consultant hereby warrants and represents that the 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 the 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 the 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 the City, it is agreed that all information of any nature whatsoever connected with the services performed under this Agreement, 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 Commissioners, 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.

XIX. 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 the 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 the City. Upon City's request, Consultant 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 the City and the Consultant, the referenced license shall arise for the 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 the City.

XX. PATENTS, TRADEMARKS AND COPYRIGHTS

Consultant shall promptly and fully inform the Engineer in writing of any patents, trademarks or copyrights related to its Work product 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 expressly agrees to indemnify, hold harmless and defend City from any suits arising from claimed infringements of patents, trademarks or copyrights.

XXI. WAIVER OF PERSONAL LIABILITY

Consultant expressly waives any personal causes of action against any Commissioner, officer, agent or employee of the City under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach of the Agreement.

XXII. SMALL BUSINESS DEVELOPMENT PROGRAM

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

XXIII. SERVICE CONTRACTOR WORKER RETENTION AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles 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 the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los

Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXIV. WAGE AND EARNINGS ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

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

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code §§5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXV. STATE TIDELANDS GRANTS

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

XXVI. EQUAL BENEFITS ORDINANCE

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of the 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 "M."

XXVII. INTEGRATION

This document constitutes the entire Agreement between the parties to this Agreement with respect to the subject matter set forth and supersedes any and all prior agreements or contracts on this subject matter between the parties, either oral or written. There are no terms, obligations, or conditions other than those contained herein expressed or implied. This Agreement may not be amended, waived, or

extended, in whole or in part, except in writing signed by both parties.

XXVIII. SEVERABILITY

Should any part of this Agreement be found to be invalid, the remainder of this Agreement is to continue in full force and effect.

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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: _____
Executive Director

Attest: _____
Secretary

TETRA DESIGN, INC.

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____, 2008
ROCKARD J. DELGADILLO, City Attorney

By: _____
Assistant City Attorney

KLA:lg
PRO24655
4/21/08

EXHIBIT "A"

PROJECT DESCRIPTION

The Port of Los Angeles is beginning a grand revitalization of the San Pedro Waterfront Program (SPW). The Downtown Waterfront Harbor Projects are the portion of the SPW Program that involves renovating the waterfront adjacent to Downtown San Pedro creating new watercuts, a waterfront promenade, and public open spaces.

The primary purpose of the Downtown Waterfront Harbor Project (Project) is to promote the Downtown Harbor as a memorable district of cultural, institutional and educational uses with the emphasis of reintegrating Downtown San Pedro with its waterfront. The plan includes creating water adjacent to downtown, preservation and restoration of historic buildings and artifacts which include a new fireboat display structure, creating new public spaces, and connecting the downtown with the waterfront. To complement these changes, the Project integrates additional berthing opportunities, cultural uses, educational vessels, and public open spaces.

Public open spaces, including a grand waterfront promenade, water feature, and a new town square will link downtown San Pedro with the waterfront. These improvements will transform the Downtown Waterfront Harbor into a magnificent gateway to Downtown San Pedro capturing the expression of the downtown, the region's history and the existing maritime heritage that defines San Pedro.

Overall, this Project will include preparing plans, specifications, and estimates (PS&Es) (consisting of planning, engineering, architectural, and landscaping design services) to construct new waterways, promenades, and berthing facilities for the Downtown Harbor area. The designs in this Project shall be integrated with and complimentary to the recent improvements completed on the San Pedro Waterfront, including, but not limited to, the Waterfront Gateway and Waterfront Enhancements projects surrounding the Downtown Waterfront Harbor.

This Project shall be designed in accordance with applicable regulations and guidelines for sustainable design based on the United States Green Building Council - Leadership in Energy and Environmental Design (USGBC - LEED) Green Building Rating System. Implementation of sustainable design objectives and application of the LEED assessment protocol shall be employed to acquire a minimum of a Gold rating.

The Downtown Waterfront Harbor includes the following elements:

A: DESIGN SERVICES FOR DOWNTOWN HARBOR WATER CUTS

Consultant shall develop PS&Es for the construction of water cuts for the Downtown Harbor. The primary objective of the Downtown Harbor is to bring the water closer to Downtown San Pedro as well as accommodate the Los Angeles Maritime Institute Top Sail Vessels, Port Vessels, and visiting tall ships. The existing tugboat harbor at Berth 85 needs to be expanded with a 1.56-acre water cut, moving the water's edge a maximum

160 feet West to the edge of a new promenade. Demolition of temporary facilities, existing parking and landscaping would be required for dredging to a level of -25 feet MLLW depth. Total dredging volume is approximately 102,000 cubic yards. To construct the water cuts, sheet piles would be installed and existing utilities relocated.

Items identified by the Department for this task include, but are not limited to, the following: (1) design for the installation of sheet piles, (2) preparation of dredging and material relocation plan, (3) design of new floating docks, and (4) design of access gangways.

B: DESIGN SERVICES FOR 7TH STREET HARBOR WATER CUTS

Consultant shall develop PS&Es for the construction of a new harbor at the end of 7th Street. The primary objective is to bring the water closer to Downtown San Pedro, as well as provide berthing opportunities for visiting vessels, by constructing a 0.36-acre water cut. The scope of work would include demolition of existing parking, landscaping, and building structures required for dredging to a level of -25 feet MLLW depth. Total dredging volume is approximately 26,000 cubic yards. Installation of sheet piles would be required as well as utilities relocated. The work also includes construction of twelve-foot-wide floating docks and access gangway adjacent to the new promenade.

Items identified by the Department for this task include, but are not limited to, the following: (1) design for the installation of sheet piles, (2) coordination of the dredging and material relocation plan, (3) design of new floating docks, and (4) design of access gangways.

C: DESIGN SERVICES FOR DOWNTOWN PROMENADE

Consultant shall develop PS&Es for a grand urban promenade approximately 30 feet wide that provides spacious public access to the water's edge. This promenade will act as a unifying element to the entire waterfront with a focus on access to the water and water activities. In most locations, the promenade will consist of two levels, lower and upper. The lower level of the promenade will be the portion closer to the water's edge. It will be paved and will feature minimal landscaping, pedestrian signage, lighting, and site furnishings such as bollards, respectful of San Pedro's character and be coordinated with a maritime theme. The items already identified by the Department for this task include, but are not limited to, the following: (1) design of promenade deck shading over water, (2) design of railing and fencing integrated with the promenade, and (3) design of furnishing that will accent the promenade.

The upper promenade shall continue with the overall theme of other San Pedro Waterfront projects, such as the Waterfront Gateway and Waterfront Enhancements Projects, but shall also incorporate features that are unique to the downtown area. The upper promenade will be lined with trees and include landscaping, lighting, signage, street furniture, and paving material of decomposed granite or similar material. This multi-purpose public space is a critical investment for the revitalization of the harbor and design elements will have to be coordinated with downtown groups. Sometimes modest

and at other times bold, it must create a "scene" that brings together activities such as strolling, jogging, rollerblading, biking, and people watching. The items already identified by the Department for this task include, but are not limited to, the following: (1) design a promenade with multiple use features, (2) landscape architecture that accents the promenade, (3) design of furnishing that will accent the promenade, and (4) provisions that can implement public artworks.

D: DESIGN SERVICES FOR 7TH STREET PIER

Consultant shall develop PS&Es for a new public pier extending out into the water just at the end of 7th Street. The pier will be a visual extension of the main thoroughfare from Downtown San Pedro to the waterfront. This would be a public area that would also allow for berthing opportunities for visiting vessels to dock temporarily. Demolition of a portion of the existing Acapulco Restaurant, existing surface parking, and approximately twelve marina slips and a portion of the floating dock is required.

Items identified by the Department for this task include, but are not limited to, the following: (1) design of pilings, (2) design of a pier deck, (3) design of railings, (4) design of gangways, and (5) design of floating docks.

E: DESIGN SERVICES FOR DOWNTOWN WATER FEATURE

Consultant shall develop PS&Es for a new 12,000 square foot interactive water feature that will be a central point of the Downtown Harbor area. The conceptual design needs to be developed and coordinated with downtown community groups. The water feature will create the appearance of having the water closer to the Downtown District.

F: JOHN S. GIBSON PARK

Consultant shall develop PS&Es for integrating the existing John S. Gibson Park and all its monuments with the Downtown Waterfront area. The Park and the Waterfront must complement each other through site improvements and enhancements.

G: DESIGN SERVICES FOR DOWNTOWN HARBOR TOWN SQUARE

Consultant shall develop PS&Es for a new Town Square at the foot of 6th Street, just in front of the Maritime Museum, that incorporates the promenade and is made of decorative stone pavers that allow for through traffic but can be closed for special events and functions. Traffic control with the railroad tracks must also be included in the design. The design guidelines are focused on establishing the character of the open spaces throughout the bridge to breakwater project area. The design of open spaces should reflect the environmental and cultural history of this place as well as the current maritime activities that make the waterfront unique to San Pedro. Demolition of existing 6th Street, sidewalks and existing parking would be required.

Items identified by the Department for this task include, but are not limited to, the following: (1) design of multi-use public open space for events/gatherings and (2) landscape architecture that integrates with Downtown San Pedro.

H: DESIGN SERVICES FOR DOWNTOWN RED CAR RAIL SYSTEM

The current single track will be upgraded to a double track system to allow travel concurrently in either direction. The final configuration of the double rail tracks will be completed in another project but the alignment and traffic controls will affect the final layout of the new Town Square.

I: MARITIME MUSEUM BUILDING RENOVATION

Consultant shall develop PS&Es for the exterior renovation of the Maritime Museum building. The Maritime Museum is listed on the National Register of Historic Places and shall be renovated in accordance with state and national historic preservation guidelines.

J: RALPH J. SCOTT MUSEUM BUILDING

Consultant shall develop PS&Es for the construction of a museum building that will cover, preserve, and showcase the historic Ralph J. Scott Fireboat and associated artifacts. The building will be located in the Downtown Harbor area, adjacent to Fire Station No. 112 and over the existing water. The museum design shall accommodate the following special provisions: a multilevel structure that would allow visitors to view the Ralph J. Scott from various levels (from the hull below, from the main deck and from the wheel house, as well as a full view of the entire fireboat from the exterior); a small conference room, office space, and must acquire a LEED Gold Rating. Concept drawings and renderings must first be prepared and presented to the Fire Department Commission and the Cultural Affairs Commission for approval and signoff prior to developing.

K: PORT MARITIME OFFICE BUILDING

Consultant shall develop PS&Es for the construction of an office building that will serve potential Port tenants. The approximate square footage will be no more than 10,000 square feet with a maximum height of two stories. Consultant must coordinate with Port personnel to identify space requirements. Provisions initially identified include, but, not limited to, office spaces, library, gift center, kitchen, storage space, multifunction conference rooms, and must acquire a LEED Gold Rating. Consultant shall prepare concept drawings and renderings of the building's exterior for Department approval ensuring that the theme is in accordance with the overall Downtown Harbor Waterfront.

L: PUBLIC ART

Consultant shall incorporate public art into the design of the Downtown Waterfront Harbor and utilize a public art professional to administer a formal RFQ process to identify, select, and commission the public artist(s) to design public art for this Project. The Department has allocated one percent (1%) of the total construction cost for public art and the Consultant shall be responsible for utilizing a public art professional to collaborate with the commissioned public artist(s) and develop PS&Es for construction of the public art. The public art professional shall facilitate screening and recommendation of the public artist(s) by the San Pedro Waterfront Public Art Selection Panel.

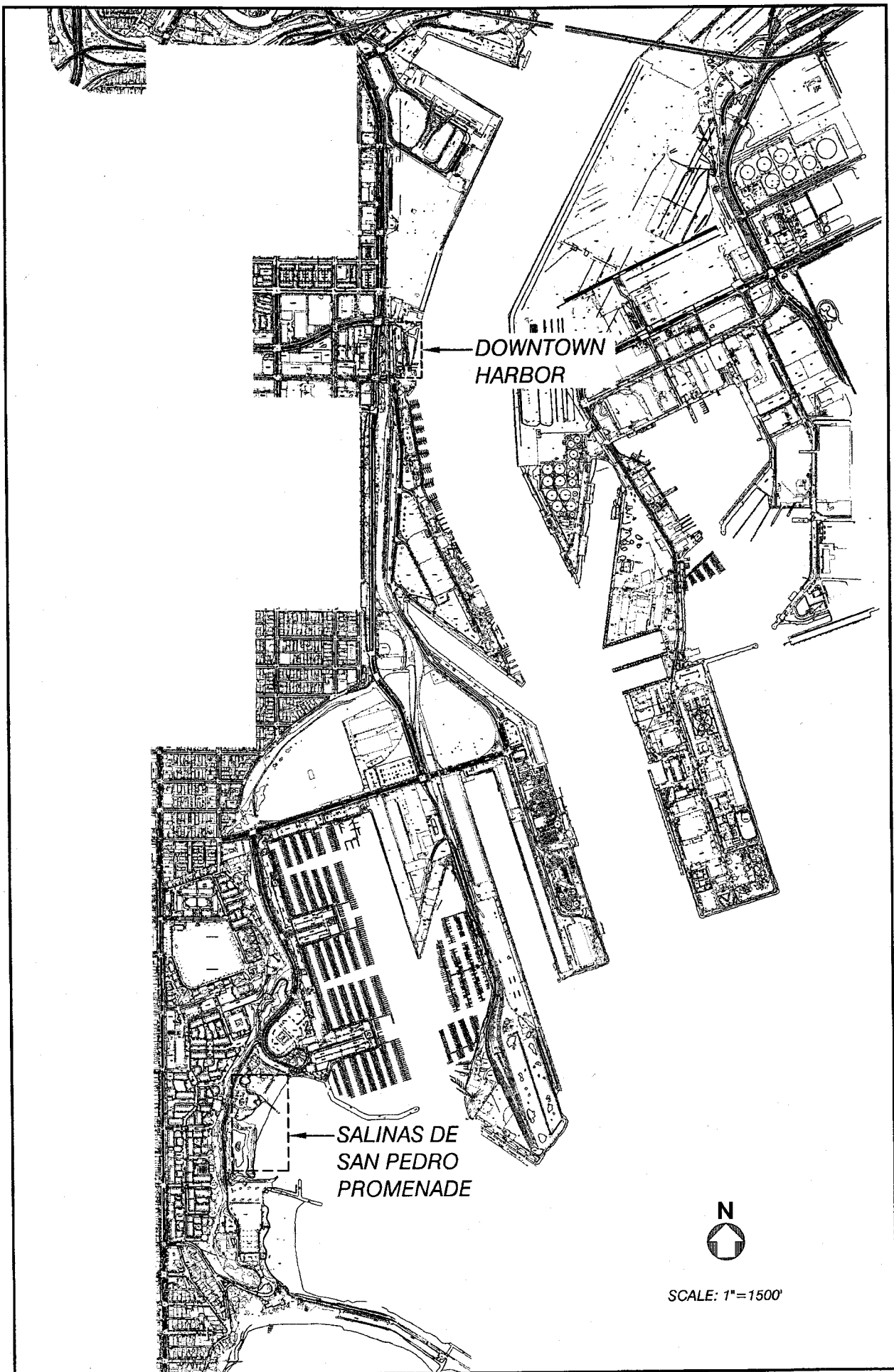
M: DESIGN SERVICES FOR NORTH HARBOR PROMENADE

Consultant shall develop PS&Es for a new North harbor promenade at the foot of 5th Street, just north of the Existing Fire Boat Station, that incorporates the promenade and is made of both utilitarian paving suitable for vehicular loading and access to the future Lane Victory in the Future North Harbor (by others). The design shall allow for through traffic but can be closed for special events and functions. Traffic control with the railroad tracks must also be included in the design.

Items identified by the Department for this task include, but are not limited to, the following: (1) design of multi-use public open space for vehicular and pedestrian access and (2) landscape architecture that integrates with the overall Downtown Harbor.

N: DESIGN SERVICES FOR SALINAS de SAN PEDRO PROMENADE

Consultant shall develop PS & Es for a new Salinas de San Pedro Promenade that would extend along the waterside edge of the Boy Scout Camp and the Salinas de San Pedro salt marsh. Along the Boy Scout Camp, approximately 200 linear feet of promenade will be constructed over the water. Approximately 900 linear feet of promenade will be constructed along the edges of the salt marsh. The pile-supported waterfront promenade would match other new promenade areas within the Port, and would be up to 30 feet wide with a boardwalk, railing, lighting, pedestrian signage, and seating. The proposed Project includes extension of the promenade from the Cabrillo Marina along the waterside of the existing Cabrillo Beach Youth Waterfront Sports Center and the existing salt marsh. This section of the promenade would be constructed on 100 pilings approximately 18 to 19 feet above the mean higher high water (MHHW) mark, and would be approximately 1,500 linear feet. The promenade in this area would also include construction of the new wharf structure (approximately 45,000 square feet). The promenade would span the 25-foot-long opening of the salt marsh and cover approximately 750 square feet.



DOWNTOWN
HARBOR

SALINAS DE
SAN PEDRO
PROMENADE



SCALE: 1"=1500'

EXHIBIT "B"

SCOPE OF SERVICES

The following task descriptions are provided as a guideline for the preparation of a proposal. The consultant ultimately selected through this competitive process and Harbor Department staff working together will jointly develop detailed project tasks. Summaries of the proposed improvements to the Downtown Harbor and Promenade are as follows:

Detailed Scope of Services

Task 1 *Project Management and Coordination*

The Consultant shall provide state-of-the-art project management services throughout the Project. 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. The Consultant shall deal with the Project 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. The Consultant shall initiate, plan, execute, direct, control, and administer the Project by effectively organizing, staffing, directing, integrating, and coordinating the required Project tasks and services. 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. This task includes the following:

Task 1.A *Project Management Plan*

The 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. 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 NTP.

Task 1.A.1 *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 this Project, within 30 days of the first NTP. The QC/QA Plan shall be prepared in accordance with the Port's minimum requirements, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both the Consultant and the Consultant's subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance.

Task 1.A.2 *Prepare Project Schedule*

The Consultant shall develop a computerized critical path method schedule (CPM schedule) using Microsoft Project. This schedule shall be created in close coordination with the Port's Project Manager. The initial schedule shall be submitted 30 days after the first NTP. 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.

Deliverable(s): **Project Management Plan (PMP)**
 2 hard-copies

Task 1.B Monthly Progress Status Reports and Schedule Updates

The Consultant shall prepare monthly progress reports that will include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall maintain 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.

Deliverable(s): **Monthly Progress Report**
 Updates to the CPM Schedule
 2 hard copies and 1 electronic file

Task 1.C Project Development Team (PDT) Meetings

The Consultant team shall attend monthly PDT meetings with Project stakeholders throughout the Project's duration. The 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. The 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.

Deliverable(s): **Meeting Minutes (all meetings), Agendas**

Task 1.D Subconsultant Administration

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

Deliverable(s): **None**

NOTE: Project Management 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 shall 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, including, 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 the Department 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 the Department. Consultant shall review and address Department's comments, and submit ten copies of the final report to the Department.

G. Contract documents review:

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

The Geotechnical Engineer service shall be provided for the following projects:

- | | |
|-----------------|---------------------------------------|
| Task 2.A | Downtown Harbor |
| Task 2.B | 7th Street Harbor |
| Task 2.C | Downtown Promenade |
| Task 2.D | 7th Street Pier |
| Task 2.E | Downtown Water Feature |
| Task 2.F | John S. Gibson Park |
| Task 2.G | Downtown Harbor Town Square |
| Task 2.H | Downtown Red Car Rail System |
| Task 2.I | Maritime Museum Renovation |
| Task 2.J | Ralph J. Scott Museum Building |

Task 2.K	Port Maritime Office Building
Task 2.L	Public Art
Task 2.M	North Harbor Promenade
Task 2.N	Salinas de San Pedro Promenade

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 written notice to proceed, Consultant shall perform a 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 to be obtained by the Department'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 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.

The Conceptual Study and Report phase shall be provided for the following projects:

Task 3.A	Downtown Harbor
Task 3.B	7th Street Harbor
Task 3.C	Downtown Promenade
Task 3.D	7th Street Pier

Task 3.E	Downtown Water Feature
Task 3.F	John S. Gibson Park
Task 3.G	Downtown Harbor Town Square
Task 3.H	Downtown Red Car Rail System
Task 3.I	Maritime Museum Renovation
Task 3.J	Ralph J. Scott Museum Building
Task 3.K	Port Maritime Office Building
Task 3.L	Public Art
Task 3.M	North Harbor Promenade
Task 3.N	Salinas de San Pedro Promenade

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 exhibits
- Grading and surfacing exhibit(s)
- Utility and substructure exhibit(s)
- Construction phasing
- Refined design imagery
- Preliminary Project construction cost estimate
- Preliminary Project design & 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 the Department, 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. Plumbing design
9. Electrical design
10. Storm drain plans and details
11. Landscape and hardscape design
12. Striping and signage plan
13. Utility plan
14. Site/Area lighting plan
15. Outline specifications for each discipline of work
16. Updated Project cost estimate and schedule
17. Utility demand estimates
18. Perform all appropriate code coordination and review with applicable local, state, and federal agencies

Preliminary Design Phase (40% Construction Plans) shall be provided for the following projects:

Task 4.A	Downtown Harbor
Task 4.B	7th Street Harbor
Task 4.C	Downtown Promenade
Task 4.D	7th Street Pier
Task 4.E	Downtown Water Feature
Task 4.F	John S. Gibson Park
Task 4.G	Downtown Harbor Town Square
Task 4.H	Downtown Red Car Rail System
Task 4.I	Maritime Museum Renovation
Task 4.J	Ralph J. Scott Museum Building
Task 4.K	Port Maritime Office Building
Task 4.L	Public Art
Task 4.M	North Harbor Promenade
Task 4.N	Salinas de San Pedro Promenade

Task 4 – Deliverables

- 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 site/area lighting plans
- Preliminary signing & striping plans
- Preliminary construction cost estimate
- Preliminary construction schedule
- Associated reports and analysis work
- 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 Contract Documents 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. Regional Water Quality Control Board permit
 4. Changes in the Contract Documents, 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.

80% Design shall be provided for the following projects:

- | | |
|-----------------|-------------------------------------|
| Task 5.A | Downtown Harbor |
| Task 5.B | 7th Street Harbor |
| Task 5.C | Downtown Promenade |
| Task 5.D | 7th Street Pier |
| Task 5.E | Downtown Water Feature |
| Task 5.F | John S. Gibson Park |
| Task 5.G | Downtown Harbor Town Square |

Task 5.H	Downtown Red Car Rail System
Task 5.I	Maritime Museum Renovation
Task 5.J	Ralph J. Scott Museum Building
Task 5.K	Port Maritime Office Building
Task 5.L	Public Art
Task 5.M	North Harbor Promenade
Task 5.N	Salinas de San Pedro Promenade

Task 5 – Deliverables

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

- Architectural plans
- Site plans
- Construction phasing plan
- Removal plan
- Substructure plan
- Civil plans
- Structural plans
- Preliminary mechanical/electrical/plumbing plans
- Utility composite plan
- Landscape and hardscape plan
- Signage and striping plan
- Site/Area lighting
- Updated construction cost estimates
- Updated construction schedule
- Associated reports and analysis work
- Calculations
- Specifications

Task 6 *Final Design Documents (100%)*

1. 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 Department and City Department of Building and Safety.
2. Contract Documents shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.
3. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.

4. Submit a detailed estimate of the cost based on the bid items and provide a Class "A" estimate.
5. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of Contractor's scheduling submittal.

100% Design shall be provided for the following projects:

Task 6.A	Downtown Harbor
Task 6.B	7th Street Harbor
Task 6.C	Downtown Promenade
Task 6.D	7th Street Pier
Task 6.E	Downtown Water Feature
Task 6.F	John S. Gibson Park
Task 6.G	Downtown Harbor Town Square
Task 6.H	Downtown Red Car Rail System
Task 6.I	Maritime Museum Renovation
Task 6.J	Ralph J. Scott Museum Building
Task 6.K	Port Maritime Office Building
Task 6.L	Public Art
Task 6.M	North Harbor Promenade
Task 6.N	Salinas de San Pedro Promenade

Task 6 - Deliverables

- 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 plan
- Site/Area lighting plan
- Signage and striping plan
- Updated construction cost estimates
- Updated construction schedule
- Calculations
- Specifications

Task 7 *Signature Submittal*

1. Following review and incorporation of comments of Engineer, original Contract Documents, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.
2. The original drawings and two vellums, drawing electronic CAD files, unbound original specification, and two copies of final specification, cost estimate and schedule shall be submitted.
3. 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.

Signature Submittal shall be provided for the following projects:

Task 7.A	Downtown Harbor
Task 7.B	7th Street Harbor
Task 7.C	Downtown Promenade
Task 7.D	7th Street Pier
Task 7.E	Downtown Water Feature
Task 7.F	John S. Gibson Park
Task 7.G	Downtown Harbor Town Square
Task 7.H	Downtown Red Car Rail System
Task 7.I	Maritime Museum Renovation
Task 7.J	Ralph J. Scott Museum Building
Task 7.K	Port Maritime Office Building
Task 7.L	Public Art
Task 7.M	North Harbor Promenade
Task 7.N	Salinas de San Pedro Promenade

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 Department during the contract(s) advertising and award process to include the following:

- Assistance in pre-qualifying potential bidders
- Attendance at pre-bid meetings
- Reviewing and providing responses to bidder inquiries
- Preparing and issuing Addendums as needed

- Assistance in reviewing bids

Bidding Phase assistance shall be provided for the following projects:

Task 8.A	Downtown Harbor
Task 8.B	7th Street Harbor
Task 8.C	Downtown Promenade
Task 8.D	7th Street Pier
Task 8.E	Downtown Water Feature
Task 8.F	John S. Gibson Park
Task 8.G	Downtown Harbor Town Square
Task 8.H	Downtown Red Car Rail System
Task 8.I	Maritime Museum Renovation
Task 8.J	Ralph J. Scott Museum Building
Task 8.K	Port Maritime Office Building
Task 8.L	Public Art
Task 8.M	North Harbor Promenade
Task 8.N	Salinas de San Pedro Promenade

Task 9 *Design Services during Construction*

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

A. Office Engineering

1. Check detailed construction drawings, shop and erection drawings, and substitutions submitted by the Project contractor for compliance with permits and contract documents.
2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the Harbor Department.
3. Address Requests For Information (RFIs) from the Project contractor and Building and Safety inspectors.
4. Prepare record (as-built) drawings on original contract documents as per the data supplied by the Project contractor via the Harbor Department'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 Harbor Department on any performance test required by the contract documents.
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.

Design Services during construction shall be provided for the following projects:

Task 9.A	Downtown Harbor
Task 9.B	7th Street Harbor
Task 9.C	Downtown Promenade
Task 9.D	7th Street Pier
Task 9.E	Downtown Water Feature
Task 9.F	John S. Gibson Park
Task 9.G	Downtown Harbor Town Square
Task 9.H	Downtown Red Car Rail System
Task 9.I	Maritime Museum Renovation
Task 9.J	Ralph J. Scott Museum Building
Task 9.K	Port Maritime Office Building
Task 9.L	Public Art
Task 9.M	North Harbor Promenade
Task 9.N	Salinas de San Pedro Promenade

Task 9 - Deliverables

- Responses to requests for information
- Field reports and "punch lists"
- Reviewed shop drawings and submittals

Task 10 As-Needed Engineering Services

The Work includes, but is not limited to, technical studies, analysis, conceptual –final designs, and other engineering services as directed by the Engineer.

After written notice to proceed, Consultant shall perform As-Needed Engineering services for the following tasks:

Task 10.A	Downtown Harbor
Task 10.B	7th Street Harbor
Task 10.C	Downtown Promenade
Task 10.D	7th Street Pier
Task 10.E	Downtown Water Feature
Task 10.F	John S. Gibson Park
Task 10.G	Downtown Harbor Town Square
Task 10.H	Downtown Red Car Rail System

Task 10.I **Maritime Museum Renovation**
Task 10.J **Ralph J. Scott Museum Building**
Task 10.K **Port Maritime Office Building**
Task 10.L **Public Art**
Task 10.M **North Harbor Promenade**
Task 10.N **Salinas de San Pedro Promenade**

EXHIBIT "C"

February 25, 2008

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HOURLY BILLING RATES

FIRM	POSITION	RATE/HR
TETRA DESIGN, INC. /PROJ MANAGEMENT/EXECUTIVE ARCHITECT		
	Project Director	\$170
	Project Manager	\$150
	Project Architect/Interior Designer	\$135
	Architect	\$120
	Project Coordinator/Project Designer	\$115
	Specification Writer	\$110
	CADD Operator	\$90
	Clerical Support	\$60
ROBERT K. CLOUD AIA/CSI		
	Principal	\$165
KANDA PROJECT SERVICES / COST ESTIMATOR		
	Director, Cost Management	\$180
	Director, M/E/P Cost Management	\$180
	Senior cost Manager	\$160
	Cost Manager	\$145
HODGETTS+FUNG / DESIGN ARCHITECTS		
	Principal	\$200
	Sr Project Manager/Project Manager/Project Architect	\$150
	Project Designer	\$120
	Sr. Draftsperson	\$90
	Computer Modeling	\$80
	Model Maker	\$50
	Clerical	\$60
HISTORIC RESOURCES GOUP / HISTORIC CONSULTANTS		
	Principal Architect	\$200
	Architectural Historian/Planner/Project Manager	\$100
JOHN A. MARTIN & ASSOCIATES / STRUCTURAL ENGINEERS		
	Principal	\$225
	Project Director	\$200
	Project Manager/CADD	\$175
	Project Engineer	\$150
	Structural Designer	\$135
	Draftsperson	\$115
	Technical Support Staff	\$90
P2S ENGINEERING /BUILDING MECHANICAL/PLUMBING ENGINEERS		
	Principal Engineer	\$173
	Engineer 04	\$161
	Engineer 03	\$138
	Design Engineer 04	\$127
	Design Engineer 02	\$101
	Designer 04	\$95
	CAD Operator 04	\$78
	Clerical	\$60

EXHIBIT "C"

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PACIFIC ENGINEERS GROUP / ELECTRICAL ENGINEER

Principal	\$150
Project Engineer	\$115
Engineer	\$100
CADD Drafting	\$65
Clerical	\$45

ROBERT ALLAN

Principal-in-Charge	\$165
Project Manager	\$135
Clerical	\$70

EDAW, INC. / URBAN PLANNERS/LANDSCAPE ARCHITECTS

Principal	\$275
Project Manager	\$125
Project Landscape Architect	\$140
Senior Designer	\$130
Landscape Designer	\$95
Urban Designer	\$95
Staff	\$70

CITYWORKS / URBAN DESIGN

Principal	\$170
Urban Designer	\$100

HOOD DESIGN / LANDSCAPE DESIGN

Principal	\$150
Senior Landscape Designer	\$85
Landscape Designer	\$65
Staff	\$35

LIGHTING DESIGN ALLIANCE / LIGHTING CONSULTANT

Principal	\$150
Senior Designer	\$125
Designer	\$95
AutoCAD Drafter	\$35

STO DESIGN GROUP, INC. / WATER FEATURE DESIGN

Principal	\$250
Project Manager	\$125
Director of Design	\$180
Senior Engineer	\$160
Engineer	\$100

SELBERT PERKINS DESIGN / ENVIRONMENTAL DESIGN

Partner	\$250
Design Director	\$175
Project Manager	\$160
Senior Designer	\$150
Designer	\$135

FINE ARTS SEVICE / PUBLIC ART

Principal	\$200
Staff	\$50

EXHIBIT "C"

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IQ MAGIC / EXHIBIT DESIGN

Principal/Director	\$180
Senior Exhibit Designer	\$120
Project Manager	\$100
Architect/Engineer	\$85
Exhibit Designer	\$75

KOA CORP. / TRAFFIC ENGINEER'G/TRANSPORTATION PLANN'G

Principal Engineer	\$210
Senior Engineer	\$175
Associate Transportation Engineer	\$110
Assistant Engineer	\$90
Technician	\$75

MOFFATT & NICHOL / MARINE ENGINEERS

Supervisory Engineer/Scientist	\$195
Senior Engineer/Scientist	\$179
Engineer/Scientist III	\$168
Engineer Scientist I	\$129
Senior Technician	\$146
Designer	\$135
CADD II	\$112
Word Processing	\$83

BLUEWATER DESIGN GROUP / FLOATING DOCK ENGINEERS

Principal	\$187
Supervisory Engineer	\$169
Staff Engineer	\$124
CADD Technician	\$112

FICCADENDI & WAGGONER / MARINE STRUCTURAL ENGINEER

Principal	\$175
Senior Engineer	\$130
Engineer	\$90
Senior Draftsperson	\$110

DMJM HARRIS / LAND CIVIL ENGINEERS

Officer-in-Charge	\$238
Engineering Specialist	\$220
Deputy PM/Technical Director	\$180
Principal Engineer	\$156
Senior Engineer	\$137
Engineering Specialist	\$123
CAD Drafting Technician	\$126
Senior Associate/CADD	\$98

JOHN SMATLAK / RAIL CAR CONSULTANT

Principal	\$150
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DIAZ YOURMAN

Project Manager	\$190
Project Engineer	\$145
Staff	\$110

EXHIBIT "C"

February 25, 2008

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Hourly rates for 2008 are based on Direct Personnel Expense which include base salaries, mandatory and customary benefits such as employment taxes, insurance premiums, holidays and vacations.

- 1 The above billing rates are appropriate through December 2008 at which time yearly rate increases will be in effect.
- 2 Any personnel whose actual labor rate exceeds the maximum rate shown above will require written approval prior to working on the project.

TASK 11

B REIMBURSABLE COSTS

The following rates will be for Reimbursable Costs

Local Mileage	None
Parking	None
In-House Printing	
Xerox Copies (8-1/2" X 11")	\$0.10/Sheet
Xerox Copies (11" X 17")	\$0.20/Sheet
Color Prints (8-1/2" X 11")	\$1.00/Sheet
Color Prints (11" X 17")	\$2.00/Sheet
Color Inkjet Presentation Grade on Foam Core	\$150/Board
Color Inkjet Photo Grade on Foam Core	\$9.00/SF
Vellum Plots	\$1.50/SF
Mylar Plots	\$3.00/SF
Plotting	\$18.00/Plot
Large Doc Copies	\$4.00/Sheet
3" Binders	
Plan Check Fees	At Cost
Reprographics	At Cost
Delivery (messenger, overnight)	At Cost

EXHIBIT "D"
METHOD OF COMPENSATION

SAN PEDRO WATERFRONT - DOWNTOWN WATERFRONT HARBOR

TASK 1 PROJECT MANAGEMENT AND COORDINATION:

COMPENSATION FOR WORK PERFORMED UNDER THIS TASK
WILL PAID UNDER TASK 2-9 \$ N/A

TASK 2 GEOTECHNICAL ENGINEERING SERVICES:

Lump Sum	Project Elements "A" – "M"	\$380,057
	Project Element "N"	\$ 71,958
		\$452,015

TASK 3 CONCEPTUAL STUDY AND REPORT PHASE:

3A.	Downtown Harbor	\$ 54,180
3B.	7th Street Harbor	\$ 53,755
3C.	Downtown Promenade	\$278,257
3D.	7th Street Pier	\$ 72,268
3E.	Downtown Water Feature	\$ 86,526
3F.	John S. Gibson Park	\$ 58,439
3G.	Downtown Harbor Town Square	\$ 89,746
3H.	Downtown Red Car Rail System	\$ 50,734
3I.	Maritime Museum Renovation	\$112,789
3J.	Ralph J. Scott Museum Building	\$284,254
3K.	Port Maritime Office Building	\$187,415
3L.	Public Art	\$ 45,121
3M.	North Promenade	\$103,626
3N.	Salinas de San Pedro	\$173,937

Task 3 Sub-Total \$1,651,047

TASK 4 PRELIMINARY DESIGN PHASE (40% DESIGN PLANS):

4A.	Downtown Harbor	\$111,129
4B.	7th Street Harbor	\$105,731
4C.	Downtown Promenade	\$220,756
4D.	7th Street Pier	\$129,073
4E.	Downtown Water Feature	\$ 85,514
4F.	John S. Gibson Park	\$ 24,146
4G.	Downtown Harbor Town Square	\$ 93,546
4H.	Downtown Red Car Rail System	\$ 5,116
4I.	Maritime Museum Renovation	\$ 35,153
4J.	Ralph J. Scott Museum Building	\$207,682
4K.	Port Maritime Office Building	\$127,328
4L.	Public Art	\$ 26,043
4M.	North Promenade	\$ 84,867
4N.	Salinas de San Pedro	\$147,910

Task 4 Sub-Total \$1,403,994

TASK 5 EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN)

5A.	Downtown Harbor	\$163,956
5B.	7th Street Harbor	\$159,243
5C.	Downtown Promenade	\$181,947
5D.	7th Street Pier	\$156,665
5E.	Downtown Water Feature	\$ 89,870
5F.	John S. Gibson Park	\$ 23,998
5G.	Downtown Harbor Town Square	\$ 80,114
5H.	Downtown Red Car Rail System	\$ 2,229
5I.	Maritime Museum Renovation	\$ 54,822
5J.	Ralph J. Scott Museum Building	\$236,564
5K.	Port Maritime Office Building	\$141,454
5L.	Public Art	\$ 0
5M.	North Promenade	\$117,230
5N.	Salinas de San Pedro	\$165,809

Task 5 Sub-Total

\$1,573,901

TASK 6 FINAL DESIGN DOCUMENTS (100% DESIGN):

6A.	Downtown Harbor	\$ 67,374
6B.	7th Street Harbor	\$ 65,137
6C.	Downtown Promenade	\$171,152
6D.	7th Street Pier	\$ 87,369
6E.	Downtown Water Feature	\$ 86,124
6F.	John S. Gibson Park	\$ 16,707
6G.	Downtown Harbor Town Square	\$ 71,690
6H.	Downtown Red Car Rail System	\$ 1,682
6I.	Maritime Museum Renovation	\$ 24,902
6J.	10,270.00	\$113,658
6K.	Port Maritime Office Building	\$ 68,586
6L.	Public Art	\$ 0
6M.	North Promenade	\$ 79,583
6N.	Salinas de San Pedro	\$100,558

Task 6 Sub-Total

\$ 954,522

TASK 7 SIGNATURE SUBMITTAL:

7A.	Downtown Harbor	\$ 21,800
7B.	7th Street Harbor	\$ 18,095
7C.	Downtown Promenade	\$ 38,662
7D.	7th Street Pier	\$ 28,675
7E.	Downtown Water Feature	\$ 40,947
7F.	John S. Gibson Park	\$ 5,038
7G.	Downtown Harbor Town Square	\$ 29,998
7H.	Downtown Red Car Rail System	\$ 988
7I.	Maritime Museum Renovation	\$ 14,631
7J.	Ralph J. Scott Museum Building	\$ 34,899
7K.	Port Maritime Office Building	\$ 27,715

7L. Public Art	\$ 3,489
7M. North Promenade	\$ 38,870
7N. Salinas de San Pedro	\$ 35,775

Task 7 Sub-Total \$ 339,582

TASK 8 BIDDING PHASE:

8A. Downtown Harbor	\$ 13,046
8B. 7th Street Harbor	\$ 13,046
8C. Downtown Promenade	\$ 34,905
8D. 7th Street Pier	\$ 16,078
8E. Downtown Water Feature	\$ 11,956
8F. John S. Gibson Park	\$ 2,459
8G. Downtown Harbor Town Square	\$ 6,244
8H. Downtown Red Car Rail System	\$ 0
8I. Maritime Museum Renovation	\$ 10,028
8J. Ralph J. Scott Museum Building	\$ 14,353
8K. Port Maritime Office Building	\$ 14,353
8L. Public Art	\$ 5,992
8M. North Promenade	\$ 6,184
8N. Salinas de San Pedro	\$ 17,504

Task 8 Sub-Total \$ 166,148

TASK 9 DESIGN SERVICES DURING CONSTRUCTION:

Not to Exceed	Project Elements "A" – "M"	\$ 1,193,371
	Project Element "N"	\$ 163,485
	Total	\$ 1,356,856

TASK 10 ADDITIONAL DESIGN SERVICES:

Not to Exceed	Project Elements "A" – "M"	\$ 500,000
	Project Element "N"	\$ 400,000
	Total	\$ 900,000

TASK 11 REIMBURSABLE EXPENSES

Not to Exceed	Project Elements "A" – "M"	\$ 158,883
	Project Element "N"	\$ 29,464
	Total	\$ 188,347

PROJECT TOTAL \$ 8,986,412

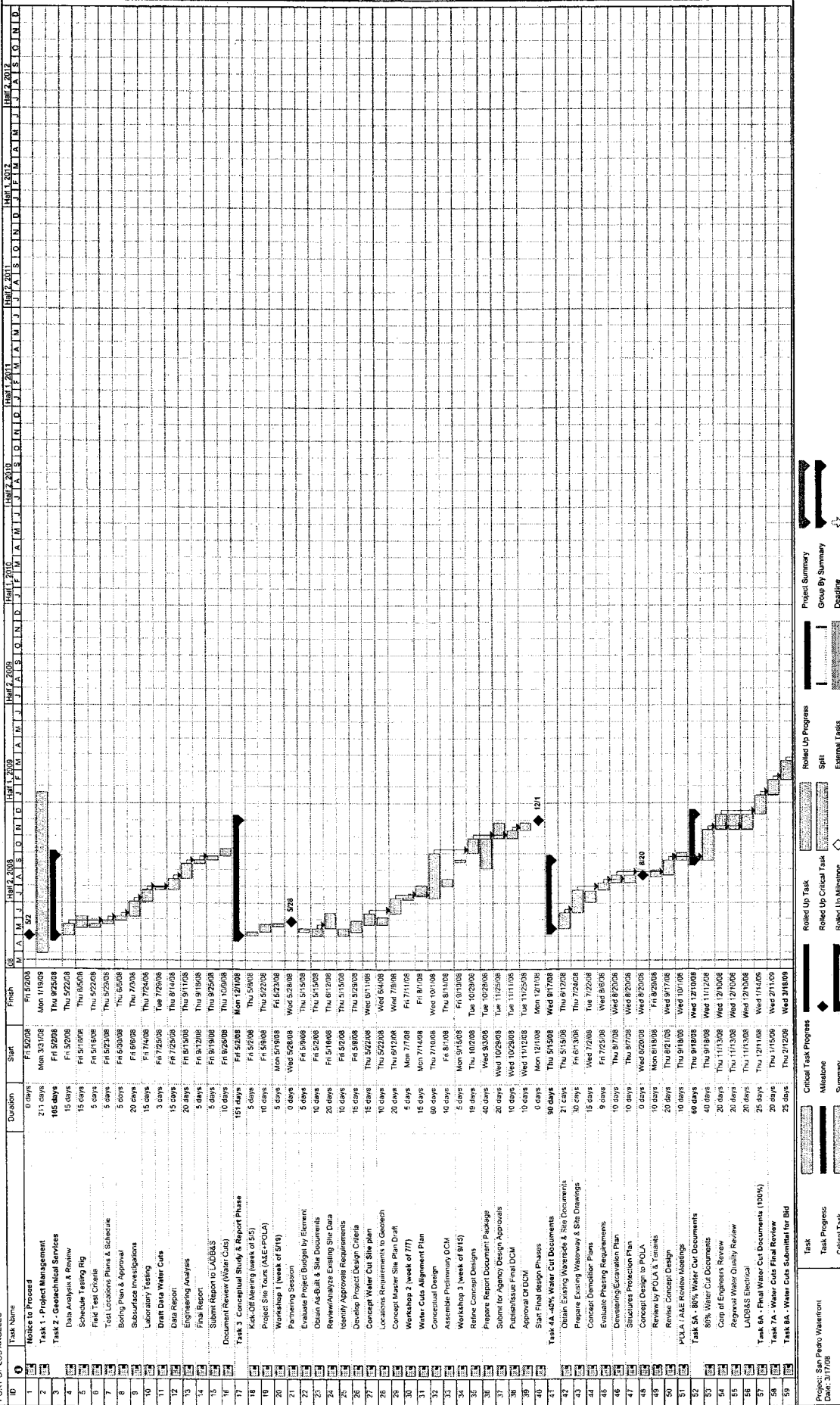


EXHIBIT "D"

Compensation

METHOD OF COMPENSATION

For those items of the 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 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 Work for which compensation is payable in not-to-exceed amounts, the Consultant shall be paid an hourly fee as defined in Article VI.B.2 of this Agreement, at the rates set forth in Exhibit "C" and in accordance with the compensation schedule as set forth in the Project directive. The Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and subconsultant classifications of individuals performing such Work, and the applicable hourly rates, according to Exhibit "C".

Compensable amounts set forth on (i) 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 unexpected 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 10% (ten percent) mark-up payable to the prime consultant shall be allowed for all other direct costs.

Project Management and Coordination are services that are provided as an integral part of the Work. Consultant shall include the cost of Project Management and Coordination in the effort necessary to complete each subsequent task(s).

EXHIBIT "D"
METHOD OF COMPENSATION

SAN PEDRO WATERFRONT - DOWNTOWN WATERFRONT HARBOR

TASK 1 PROJECT MANAGEMENT AND COORDINATION:

COMPENSATION FOR WORK PERFORMED UNDER THIS TASK
WILL PAID UNDER TASK 2-9 \$ N/A

TASK 2 GEOTECHNICAL ENGINEERING SERVICES:

Lump Sum	Project Elements "A" – "M"	\$380,057
	Project Element "N"	\$ 71,958
		\$452,015

TASK 3 CONCEPTUAL STUDY AND REPORT PHASE:

3A.	Downtown Harbor	\$ 54,180
3B.	7th Street Harbor	\$ 53,755
3C.	Downtown Promenade	\$278,257
3D.	7th Street Pier	\$ 72,268
3E.	Downtown Water Feature	\$ 86,526
3F.	John S. Gibson Park	\$ 58,439
3G.	Downtown Harbor Town Square	\$ 89,746
3H.	Downtown Red Car Rail System	\$ 50,734
3I.	Maritime Museum Renovation	\$112,789
3J.	Ralph J. Scott Museum Building	\$284,254
3K.	Port Maritime Office Building	\$187,415
3L.	Public Art	\$ 45,121
3M.	North Promenade	\$103,626
3N.	Salinas de San Pedro	\$173,937

Task 3 Sub-Total \$1,651,047

TASK 4 PRELIMINARY DESIGN PHASE (40% DESIGN PLANS):

4A.	Downtown Harbor	\$111,129
4B.	7th Street Harbor	\$105,731
4C.	Downtown Promenade	\$220,756
4D.	7th Street Pier	\$129,073
4E.	Downtown Water Feature	\$ 85,514
4F.	John S. Gibson Park	\$ 24,146
4G.	Downtown Harbor Town Square	\$ 93,546
4H.	Downtown Red Car Rail System	\$ 5,116
4I.	Maritime Museum Renovation	\$ 35,153
4J.	Ralph J. Scott Museum Building	\$207,682
4K.	Port Maritime Office Building	\$127,328
4L.	Public Art	\$ 26,043
4M.	North Promenade	\$ 84,867
4N.	Salinas de San Pedro	\$147,910

Task 4 Sub-Total \$1,403,994

TASK 5 EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN)

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5M.	North Promenade	\$117,230
5N.	Salinas de San Pedro	\$165,809

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6D.	7th Street Pier	\$ 87,369
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7B.	7th Street Harbor	\$ 18,095
7C.	Downtown Promenade	\$ 38,662
7D.	7th Street Pier	\$ 28,675
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Task 7 Sub-Total \$ 339,582

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8E.	Downtown Water Feature	\$ 11,956
8F.	John S. Gibson Park	\$ 2,459
8G.	Downtown Harbor Town Square	\$ 6,244
8H.	Downtown Red Car Rail System	\$ 0
8I.	Maritime Museum Renovation	\$ 10,028
8J.	Ralph J. Scott Museum Building	\$ 14,353
8K.	Port Maritime Office Building	\$ 14,353
8L.	Public Art	\$ 5,992
8M.	North Promenade	\$ 6,184
8N.	Salinas de San Pedro	\$ 17,504

Task 8 Sub-Total \$ 166,148

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Not to Exceed	Project Elements "A" – "M"	\$ 1,193,371
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TASK 10 ADDITIONAL DESIGN SERVICES:

Not to Exceed	Project Elements "A" – "M"	\$ 500,000
	Project Element "N"	\$ 400,000
	Total	\$ 900,000

TASK 11 REIMBURSABLE EXPENSES

Not to Exceed	Project Elements "A" – "M"	\$ 158,883
	Project Element "N"	\$ 29,464
	Total	\$ 188,347

PROJECT TOTAL \$ 8,986,412

VII. BASIS OF FEE
D.1 COST PROPOSAL

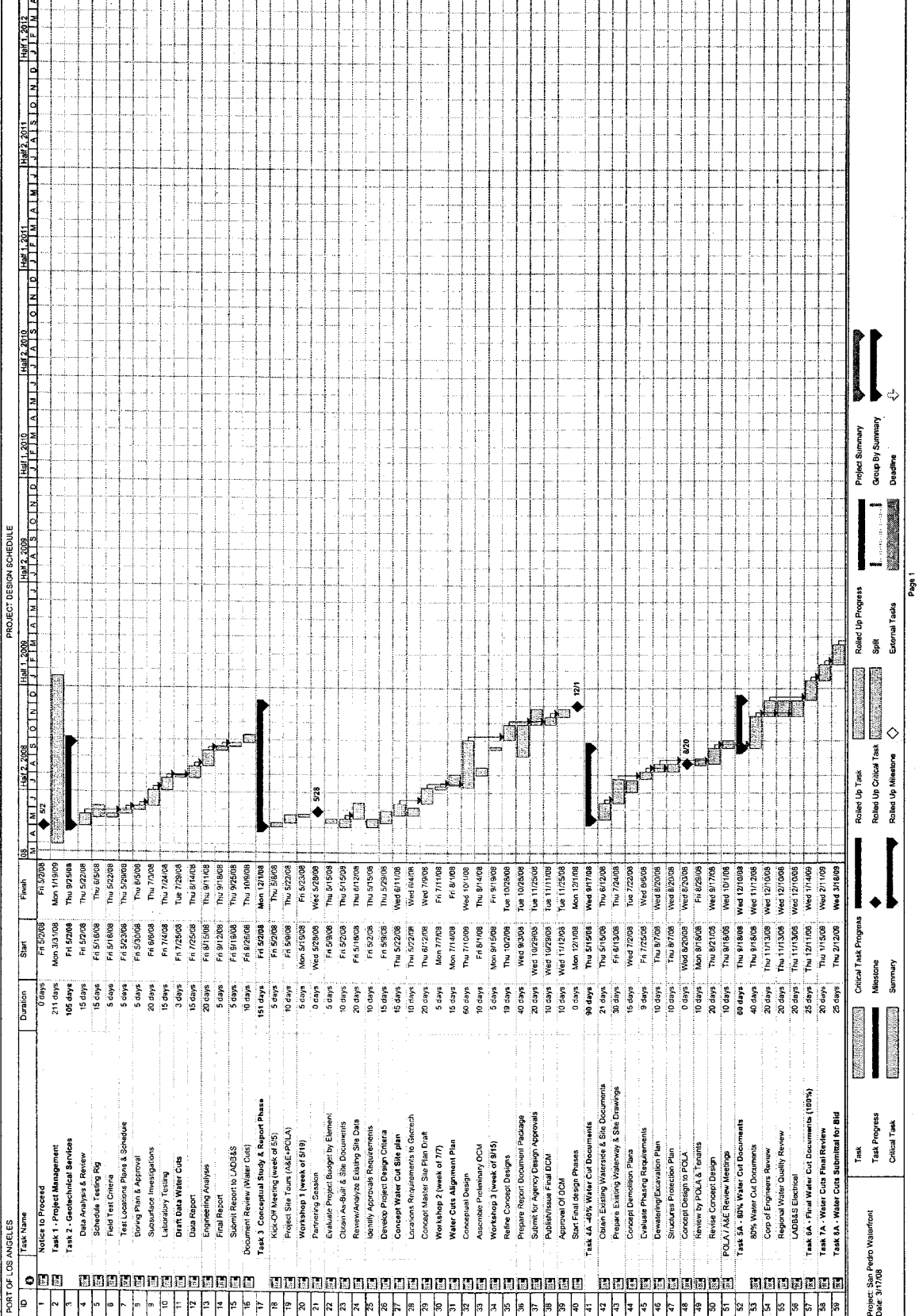
PRIME/CONSULTANT SBE BREAKDOWN

FIRM	DISCIPLINE	SBE	HRS	FEE
TETRA DESIGN, INC.				
PROJECT MANAGEMENT TEAM (54 mos)				
TETRA DESIGN	Project Management		5,215	646,275
TETRA DESIGN	Scheduling/Project Controls		1,448	181,515
KANDA PROJECT SERVICES	Cost Estimator	151,100	1,042	151,100
ROBERT CLOUD, AIA, CSI	Specifications	40,440	357	40,440
EXECUTIVE ARCHITECT TEAM				
TETRA DESIGN	Executive Architect		9,227	1,044,020
HODGETTS+FUNG	Design Architect	285,000	2,472	285,000
HISTORIC RESOURCES GROUP	Historic Consultant		128	20,000
JOHN A. MARTIN & ASSOC.	Bldg Structural Engineer		1,460	188,890
P2S ENGINEERING	Bldg Mech/Plumb'g Engineer		1,388	143,555
PACIFIC ENGINEERS GROUP	Bldg Electrical	151,490	1,686	151,490
LIGHTING DESIGN ALLIANCE	Lighting Design		108	11,700
ROBERT ALLAN	Naval Architect		193	30,015
EDAW, INC.				
	Landscape Arch/Urban Design		10,717	1,395,048
CLAIRE BONHAM CARTER	Sustainability Consultant		135	25,000
CITY WORKS	Urban Design	138,295	946.5	138,295
WALTER HOOD	Landscape Architects	138,990	1,506	138,990
LIGHTING DESIGN ALLIANCE	Lighting Design		1,295	146,945
STO DESIGN	Water Feature Design		1,296	198,105
SELBERT PERKINS	Environment Graphics	154,725	1,034	154,725
FINE ARTS SERVICES	Public Art Facilitators	93,100	668	93,100
IQ MAGIC (in certification process)	Exhibition Design	99,755	849.5	99,755
IAN ESPINOSA	Renderer + (models)	50,000	333	50,000
KOA INC.	Traffic Engineers		658.5	76,388
MOFFATT & NICHOL				
	Marine Engineers		5,130	774,998
FICCADENTI & WAGGONER	Marine Structural Engineers		891	117,945
BLUEWATER DESIGN GROUP	Floating Dock Engineers	114,677	875	114,677
DMJM HARRIS				
	Civil Engineer		4,080	751,114
RAILWAY PRESERVATION RESOURCES				
	Red Car Right-of-Way Design	15,000	100	15,000
DIAZ YOURMAN				
	Geotechnical Engineers	452,015	2,427	452,015

Prime/Consultant		1,884,587	57,666	7,636,100
SBE	1,884,587		Consultants	5,764,290
Total	7,636,100		at 5%	288,215
SBE %	25%		Reimbursables	188,347
			Task 10 Additional Design Services	900,000
			TOTAL	\$9,012,662

EXHIBIT "E"

Schedule of Work



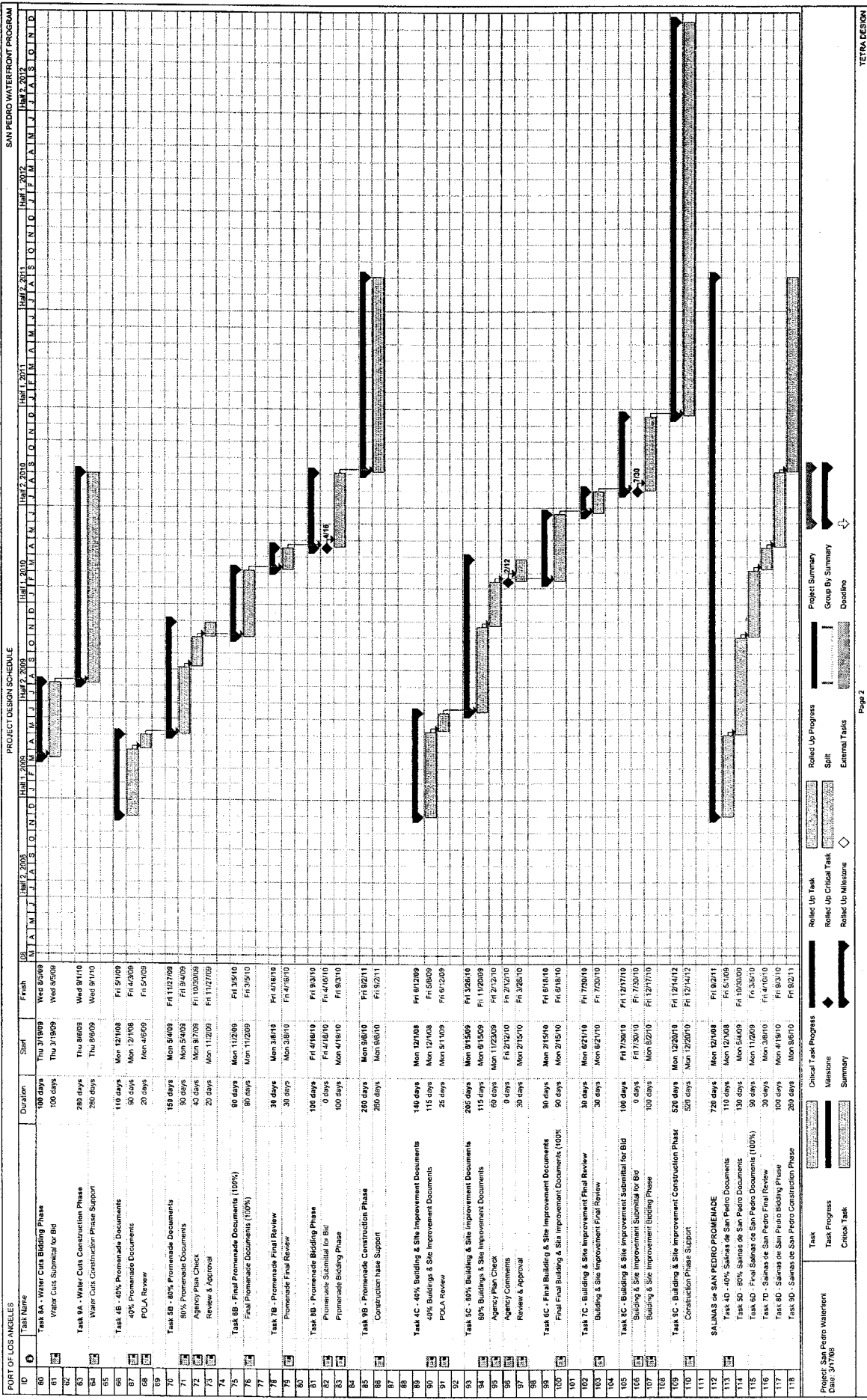


EXHIBIT “F”

Form of Invoice for Consultant

**Company Name & Logo
Address**

Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: _____

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

Project Title:
Agreement No.:
Directive No.:

Consultant Contact:
Telephone:

Task No.	Description	Fee Type	Contract Amount	Authorized Amount	% Comp	Amount Paid to Date	Prior Invoices	Current Invoice	Remaining Balance
1			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
2			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL		\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -

"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

Company Name
Project Title

Task No. and Title

<u>Staff Member</u>	<u>Job Classification</u>	<u>Hours this Invoice</u>	<u>Hourly Rate</u>	<u>Amount This Invoice</u>
John Doe	Project Manager	13	\$ 90.00	\$ 1,170.00

Total Company XXX Labor \$ 1,170.00

Sub-Consultants

Sub-consultant Name	\$ 20,000.00
Sub-Total Sub-Consultants	\$ 20,000.00
Mark-up (If Applicable) 5%	\$ 1,000.00

Total Sub-Consultants w/mark-up \$ 21,000.00

Expenses

Vendor Name

Reproduction Company	\$ 200.00
Total Expenses	\$ 200.00
Mark-up (If Applicable) 5%	\$ 10.00

Total Expenses w/mark-up \$ 210.00

Task Total \$ 22,380.00

Note: If task is Time and Materials, this sheet must be attached for each task.

EXHIBIT "G"

Affirmative Action

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

AFFIRMATIVE ACTION PROGRAM PROVISIONS

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

AFFIRMATIVE ACTION PROGRAM PROVISIONS

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;

AFFIRMATIVE ACTION PROGRAM PROVISIONS

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.

CITY OF LOS ANGELES

NONDISCRIMINATION EQUAL EMPLOYMENT PRACTICES AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.
- E. Equal Employment Opportunity Officer:

Please be advised that BLOSSOM UYEDA VICE PRESIDENT is hereby
NAME OF DESIGNEE TITLE

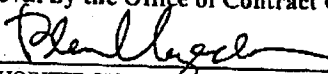
designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

1055 WILSHIRE BLVD., #1885/LOS ANGELES, CA 90017 () 213/250-7440 WORK
ADDRESS TELEPHONE

- F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:
 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

TETRA DESIGN INC.
COMPANY NAME
1055 WILSHIRE BLVD., STE 1885/LOS ANGELES, CA 90017
ADDRESS
LOS ANGELES, LOS ANGLS, CA 90017
CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE
BLOSSOM UYEDA/VICE PRESIDENT
NAME AND TITLE (TYPE OR PRINT)
213/250-7440 3/31/08
TELEPHONE DATE

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor **FETRA DESIGN INC.**

Project Title _____

Length of Contract _____

Contractor Address **1055 WILSHIRE #1885/LOS ANGELES** Work Force as of (Date) **3/08**

(If you have no employees, write "no employee at this time.")

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

FOR CONSTRUCTION PROJECTS (L.A. County Only)

CRAFT	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER			
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M
Brick Layers																									
Carpenters																									
Electricians																									
Gunit Workers																									
Iron Worker																									
Laborers																									
Operator Engineers																									
Painters																									
Pipe Trades																									
Plasters / Cement Masons																									
Sheet Metal Workers																									
Teamsters																									
Clerical																									
Supervisory																									
TOTAL																									

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers					2				1		3		7		2	1
Professionals					2				2		4		7		3	1
Technicians			5	1	8				3		16	1	50	3	12	5
Sales Workers																
Office / Clerical					1				1		2		3			
Semi-Skilled																2
Laborers (Unskilled)																
Service Workers																
TOTAL			5	1	13				7		25	1	67	3	17	9

Employment statistics were obtained from:

Available Rec Visual Check Other (Specify) _____

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

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 a 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 canceled, 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 work force 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 work force or replacement of those employees who leave the work force 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.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

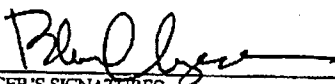
e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
- 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
- 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
- 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
- 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
- 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
- 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
- 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
- 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
- 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
- 14. 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.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

3/31/08
DATE

TETRA DESIGN INC.
FIRM NAME


OFFICER'S SIGNATURES

BLOSSOM UYEDA, VICE PRESIDENT
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

EXHIBIT “H”

General, Automobile, and Workers Compensation Insurance Forms

Los Angeles Harbor Department
Risk Management Division
**INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO THE CITY OF LOS ANGELES, HARBOR DEPARTMENT**

Insured: _____ Date _____
(Contractor, Lessee, Permittee, Etc.)

Agreement/Reference No.

A. INSURED

1. To expedite completion of the insurance requirements, please give your insurance agent or broker a copy of the Insurance Requirements along with these instructions and endorsement forms.
2. If your contract requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements.
3. All questions relating to insurance should be directed to Harbor Department Risk Management (see item 10 below) or office responsible for your contract, lease, permit, purchase order, or other agreement.

B. INSURANCE AGENT OR BROKER

1. **Acceptable Evidence.** The appropriate Harbor Department Special Endorsements are preferred forms of evidence. No modifications to the form are permitted. Alternatively, certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the City Attorney. **Certificates, Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable as evidence of insurance. Binders are acceptable as interim evidence until policies are available.**
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included.
3. **Signature.** Please have an authorized representative of the insurance company manually sign the completed endorsement forms. Signatures must be originals as the City Attorney will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers.
5. **Acceptable Insurance Company.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
6. **Harbor Department Reference.** All written agreements will be covered unless noted otherwise.
7. **Coverage & Limits.** The coverage and limits for each type of insurance are specified on the insurance requirement sheet. When coverage is on a schedule basis, a separate sheet may be attached to the endorsement listing such schedule locations, vehicles, etc. so covered.
8. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
9. **Additional Pages.** If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
10. **More Information.** Correspondence, questions, request for additional blank forms or assistance relating to the required insurance are to be directed to the Harbor Department, Risk Management Division at (310) 732-3758 or faxed to (310) 833-8230.
11. **Submittals.** Completed endorsements should be sent to: Port of Los Angeles, Risk Management, 425 S. Palos Verdes St., San Pedro, CA 90731. Improperly completed endorsements will be returned for correction. **Delay in submitting properly completed endorsements forms may delay your insured's intended occupancy or operation.**
12. **Renewals.** For extension or renewals of insurance policies which have the Harbor Department's Endorsement Form(s) attached, we will accept a renewal endorsement or certified copies of the full policy (with an original signature) as evidence of continued coverage if it includes the statement that the insurance protection afforded the Harbor Department has been renewed under the same terms and conditions as previously approved.

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insured's with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>														
<p>Includes (check as applicable):</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Broad Form Property Damage</td> <td><input type="checkbox"/> Contractual Liability</td> </tr> <tr> <td><input type="checkbox"/> Personal Injury</td> <td><input type="checkbox"/> Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Independent Contractors</td> <td><input type="checkbox"/> Non-Owned Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Premises-Operations</td> <td><input type="checkbox"/> Hired Automobiles</td> </tr> <tr> <td><input type="checkbox"/> Explosion-Collapse Hazard</td> <td><input type="checkbox"/> Fire Legal Liability</td> </tr> <tr> <td><input type="checkbox"/> Underground Hazard</td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> Products/Completed Operations</td> <td><input type="checkbox"/> _____</td> </tr> </table>		<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Owned Automobiles	<input type="checkbox"/> Independent Contractors	<input type="checkbox"/> Non-Owned Automobiles	<input type="checkbox"/> Premises-Operations	<input type="checkbox"/> Hired Automobiles	<input type="checkbox"/> Explosion-Collapse Hazard	<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> _____	<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____
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<input type="checkbox"/> Explosion-Collapse Hazard	<input type="checkbox"/> Fire Legal Liability														
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> _____														
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> _____														

Type of Coverage	Limits of Liability	Policy Period	<input type="checkbox"/> Deductible \$ _____ <input type="checkbox"/> Self-insured Retention \$ _____ For _____ (Coverage)
	From _____ To _____		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
AUTO LIABILITY - ADDITIONAL INSURED ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.
2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <hr/> <p>Includes (check as applicable):</p> <p><input type="checkbox"/> All Autos</p> <p><input type="checkbox"/> Owned Automobile <input type="checkbox"/> Hired Automobile</p> <p><input type="checkbox"/> Non-owned Automobile <input type="checkbox"/> _____</p>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Type of Coverage</td> <td style="width: 25%;">Limits of Liability</td> <td style="width: 25%;">Policy Period</td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">From</td> <td></td> <td><input type="checkbox"/> Deductible \$ _____</td> </tr> <tr> <td></td> <td style="text-align: center;">To</td> <td></td> <td><input type="checkbox"/> Self-insured Retention \$ _____</td> </tr> <tr> <td></td> <td></td> <td></td> <td>For _____ (Coverage)</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> </tr> </table>	Type of Coverage	Limits of Liability	Policy Period			From		<input type="checkbox"/> Deductible \$ _____		To		<input type="checkbox"/> Self-insured Retention \$ _____				For _____ (Coverage)		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence	
Type of Coverage	Limits of Liability	Policy Period																			
	From		<input type="checkbox"/> Deductible \$ _____																		
	To		<input type="checkbox"/> Self-insured Retention \$ _____																		
			For _____ (Coverage)																		
	<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence		<input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence																		

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
WORKERS' COMPENSATION / EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured unless checked below in which case only the following specific agreements with the City of Los Angeles Harbor Department are covered:

Agreement/Permit Number(s): _____

2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
 Harbor Division
 425 South Palos Verdes Street
 San Pedro, CA 90731

Board of Harbor Commissioners
 425 South Palos Verdes Street
 San Pedro, CA 90731
 Attn: Risk Manager

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Includes (check as applicable):</p> <p>Broad Form All States Endorsement</p> <p>Voluntary Compensation Endorsement</p> <p>United States Longshoremens and Harbor Workers Compensation Act</p> <p>Jones Act</p> <p>Other Continental Shelf Endorsement</p> <p>_____</p> <p>_____</p>
---	--

Type of Coverage	Limits of Liability	Policy Period
<i>Workers' Compensation</i>	<i>Statutory</i>	From
<i>Employer's Liability</i>		To

Other Provisions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

POLICY NUMBER: 6809376L553

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03/27/08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Board of Harbor Commissioners
Attn: Risk Manager
425 South Palos Verdes Street
San Pedro, CA 90731

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations of the Named Insured

1. WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If the injury or damage arises out of the performance by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less

This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for the Coverage Part.

3. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any

COMMERCIAL GENERAL LIABILITY

other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury"

or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V):** "contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:
- a. After you have entered into that contract or agreement;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.
- All other terms of your policy remain the same.

Re: San Pedro Waterfront Program Project Contract City of Los Angeles Harbor Department, its officers, agents and employees are named as additional insured as respects general liability for claims arising from the operations of the named insured. Severability of interest applies to General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 03/27/08	
Named Insured Tetra Design, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

Board of Harbor Commissioners
 Attn: Risk Manager
 425 South Palos Verdes Street
 San Pedro, CA 90731

Re: San Pedro Waterfront Program
 Project Contract City of Los
 Angeles Harbor Department, its
 officers, agents and employees are
 named as additional insured as
 respects auto liability for claims
 arising from the operations of the
 named insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80943697

Issued to: Tetra Design, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Board of Harbor Commissioners
Attn: Risk Manager
425 South Palos Verdes Street
San Pedro, CA 90731

Job Description

Re: San Pedro Waterfront Program Project
Contract

Thomas L. Small

EXHIBIT “I”

Professional Liability Special Endorsement

**City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
PROFESSIONAL LIABILITY - SPECIAL ENDORSEMENT**

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY.** This insurance applies to the liability assumed by the insured under all written agreements with the City of Los Angeles Harbor Department provided such liability results from an error, omission or negligent act of the insured or any of its officers agents, employees or subcontractors unless checked below in which case only the following specific agreements with the City of Los Angeles Harbor Department are covered:

Agreement Number(s): _____

2. **CANCELLATION NOTICE.** With respect to the interests of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney
Harbor Division
425 South Palos Verdes Street
San Pedro, CA 90731

Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Risk Manager

3. **OTHER PROVISIONS:** The following inclusions, exclusions, extensions or specific provisions apply to this coverage:

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

<p>I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.</p> <p>Signature: _____ Authorized Representative (ORIGINAL SIGNATURE required on copy furnished to the Board of Harbor Commissioners)</p> <p>Title: _____</p> <p>Organization: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	<p>Report claims pursuant to this insurance to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>
--	--

<p>Type of Coverage</p> <p><i>Professional Liability</i></p>	<p>Limits of Liability</p> <p>From _____</p> <p>To _____</p> <p><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</p>	<p>Policy Period</p> <p><input type="checkbox"/> Deductible \$ _____</p> <p><input type="checkbox"/> Self-insured Retention \$ _____</p> <p>For _____ (Coverage)</p> <p><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</p>
--	--	--

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
03/27/08

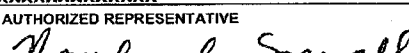
PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Tetra Design, Inc. 1055 Wilshire Blvd., Ste 1885 Los Angeles, CA 90017-5602	INSURERS AFFORDING COVERAGE
	INSURER A: Travelers Property Casualty Co of Am
	INSURER B: American Automobile Ins. Co.
	INSURER C: Zurich American Insurance Co.
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6809376L553	04/20/08	04/20/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	BA9378L780	04/20/08	04/20/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$	
					OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
	EXCESS LIABILITY				EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	RETENTION \$				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80943697	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	EOC534578603	04/13/08	04/13/09	\$1,000,000 per claim	
					\$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: San Pedro Waterfront Program Project Contract
 City of Los Angeles Harbor Department, its officers, agents and employees are named as additional insured as respects general liability for claims arising from the operations of the named insured. Severability of interest (See Attached Descriptions)

CERTIFICATE HOLDER Board of Harbor Commissioners Attn: Risk Manager 425 South Palos Verdes Street San Pedro, CA 90731	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE OBLIGATED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: 6809376L553

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 03/27/08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Board of Harbor Commissioners
Attn: Risk Manager
425 South Palos Verdes Street
San Pedro, CA 90731

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations of the Named Insured

1. **WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If the injury or damage arises out of the performance by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less

This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for the Coverage Part.

3. The following is added to Paragraph a. of 4. **Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed; after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any

COMMERCIAL GENERAL LIABILITY

other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury"

or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V)**: "contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.
- All other terms of your policy remain the same.

Re: San Pedro Waterfront Program Project Contract City of Los Angeles Harbor Department, its officers, agents and employees are named as additional insured as respects general liability for claims arising from the operations of the named insured. Severability of interest applies to General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 03/27/08	
Named Insured Tetra Design, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

Board of Harbor Commissioners
 Attn: Risk Manager
 425 South Palos Verdes Street
 San Pedro, CA 90731

Re: San Pedro Waterfront Program
 Project Contract City of Los
 Angeles Harbor Department, its
 officers, agents and employees are
 named as additional insured as
 respects auto liability for claims
 arising from the operations of the
 named insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80943697

Issued to: Tetra Design, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Board of Harbor Commissioners
Attn: Risk Manager
425 South Palos Verdes Street
San Pedro, CA 90731

Re: San Pedro Waterfront Program Project
Contract

Thomas L. Small

EXHIBIT "K"

City Business Tax
Registration

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles, City Clerk's Office 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 21.49(c))

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 nearest office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

	MAIN OFFICE	
LA City Hall	201 N. Main Street, Rm. 101	(213) 626-9271
	BRANCH OFFICES	
Van Nuys Civic Center	14401 Erwin Mall	(518) 756-8531
W. LA City Hall	1828 Sawtelle Blvd.	(310) 575-8888
Hollywood Office	6501 Fountain Ave.	(213) 485-3935
San Pedro City Hall	638 S. Beacon St., Rm. 303	(310) 732-4537
Westchester Municipal Bldg.	7166 Manchester, Rm. 9	(213) 473-6750
Watts City Hall	10221 Compton Ave., Rm. 202	(213) 473-5109

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: TETRA DESIGN INC.

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER									FUND		CLASS		
5	0	0	4	6	7	-	6	1		L	1	9	A

New format:

ACCOUNT NUMBER												FUND		CLASS			

State effective dates here: _____ to _____

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

							-		
--	--	--	--	--	--	--	---	--	--

Explanation:

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE			
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED			
BUSINESS TAX			ISSUED: 11-18-95
ACCOUNT NO. 507487-51	FUND L	CLASS 190	DESCRIPTION PROFS/OCCUPATIONS
			STARTED 03-01-84
L. TAA DESIGN INC 1055 WILSON BL #1385 LOS ANGELES CA 90017			ISSUED BY: <i>Elin Montoy</i> CITY CLERK

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012
FORM 2000 (rev 11/93) IMPORTANT - READ REVERSE SIDE

EXHIBIT "L"

Small Business
Development Program

EXHIBIT L

SMALL BUSINESS DEVELOPMENT PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Development Program (SBDP or the "Program") was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% has been established for the Program. The specific goal or requirement for each contract to be let 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, small business entities (SBEs), women-owned businesses (WBEs), and minority-owned businesses (MBEs). The Program will allow the Port to target more effectively small business participation (including MBEs and WBEs). It is also the intent of the Department to make it easier for small businesses to participate in Port contracts by providing education and assistance on how to do business with the City, including, but not limited to, insuring that payments to small businesses are processed in a timely manner.

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.

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port 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%. Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement.

The Consultant shall not substitute an SBE firm without obtaining prior approval of the City and amending its Agreement. 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.

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.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contract Description Form. The Contract Description Form, when signed, will signify the Consultant's intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the City, Consultant and all subconsultant's must be registered with the Department's Contract Management Database, *e-DiversityXchange*.

AFFIDAVIT

The undersigned declares, under penalty of perjury pursuant to the laws of the State of California that the following is true and correct and include all material information necessary to identify and explain the operations of

TETRA DESIGN INC.

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, 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.

Please indicate the ownership of your company: SBE MBE WBE 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 Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 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:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - 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
 - 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).
- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature [Handwritten Signature]

Title PRESIDENT

Printed Name ROBERT H. UYEDA, FAIA

Date Signed _____

NOTARY

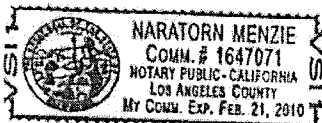
On this 1st day of April, 2008, before me appeared

ROBERT H. UYEDA to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by TETRA DESIGN, INC.
Name of Firm

to execute the affidavit and did so act and deed.

SEAL



Notary Public [Handwritten Signature]

Commission Expires 02/21/2010

Contract Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

Contract Title: _____

Business Name: Tetra Design, Inc. Award Total: \$1,871,810

Owner's Ethnicity: AP Gender: _____ Group: SBE MBE X WBE OBE

Address: 1055 Wilshire Boulevard, Ste 1885

City/State/Zip: Los Angeles, CA 90017

Telephone: (213) 250-7440 Fax: (213) 481-0947

Contact Person/Title: Robert H. Uyeda, FAIA/President

Email Address: ruyeda@tetradesign.net

SUBCONTRACTOR

Business Name: Kanda Project Services Award Total: \$151,100

Services to be provided: Cost Estimating

Owner's Ethnicity: A Gender: M Group: SBE X MBE X WBE OBE

Address: 660 South Figueroa Street, Suite 2500

City/State/Zip: Los Angeles, CA 90017

Telephone: (213) 408-4518 Fax: (213) 481-0947

Contact Person/Title: Philip Mathur, Director, Cost Management

Email Address: pmather@cummingcorporation.com

SUBCONTRACTOR

Business Name: Robert Cloud, AIA, CSI Award Total: \$40,440

Services to be provided: Specifications

Owner's Ethnicity: Caucasian Gender: M Group: SBE X MBE WBE OBE


Address: 1048 Pine Street

City/State/Zip: Santa Monica, CA 90405

Telephone: (310) 314-7540 Fax: (310) 314-7540

Contact Person/Title: Robert Cloud, AIA, CSI /Principal

Email Address: bob_cloud@msn.com



Authorized Representative or Prime Contractor

4/03/00

Date

SUBCONTRACTOR

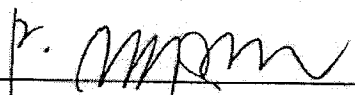
Business Name: Hodgetts+Fung Award Total: \$285,000
Services to be provided: Design Architect
Owner's Ethnicity: AP Gender: F Group: SBE X MBE X WBE X OBE
Address: 5837 Adams Boulevard
City/State/Zip: Culver City, CA 90230
Telephone: (323) 937-2150 Fax: (323) 937-2151
Contact Person/Title: Craig Hodgetts, FAIA, Principal
Email Address: chodgetts@hplusF.com

SUBCONTRACTOR

Business Name: Historic Resources Group Award Total: \$20,000
Services to be provided: Historic Consultant
Owner's Ethnicity: Caucasian Gender: F Group: SBE MBE WBE OBE X
Address: 1728 Whitley Avenue
City/State/Zip: Hollywood, CA 90068
Telephone: (323) 469-2349 Fax: (323) 469-0491
Contact Person/Title: Peyton Hall, FAIA, Principal
Email Address: peyton@historicala.com

SUBCONTRACTOR

Business Name: John A. Martin & Associates Inc. Award Total: \$188,890
Services to be provided: Building Structural Engineer
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 950 South Grand Avenue, 4th Floor
City/State/Zip: Los Angeles, CA 90015
Telephone: (213) 483-6490 Fax: (213) 483-3084
Contact Person/Title: Charles G. Whitaker, PE / Vice President
Email Address: whitaker@johnmartin.com

 4/03/08
Authorized Representative or Prime Contractor Date

SUBCONTRACTOR

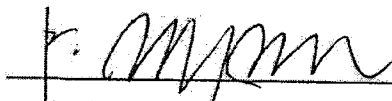
Business Name: P2S Engineering Award Total: \$143,555
Services to be provided: Building Mechanical/Plumbing Engineer
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 5000 East String Street, 8th Floor
City/State/Zip: Long Beach, CA 90815
Telephone: (562) 497-2999 Fax: (562) 497-2990
Contact Person/Title: Mike Shen, PE, Group Manager for Group 21 Industrial
Email Address: mike.shen@p2seng.com

SUBCONTRACTOR

Business Name: Pacific Engineers Group Award Total: \$151,490
Services to be provided: Building Electrical Engineer
Owner's Ethnicity: AP Gender: M Group: SBE X MBE X WBE OBE
Address: 11028 Victory Boulevard, Suite 201
City/State/Zip: N. Hollywood, CA 91606
Telephone: (818) 763-9189 Fax: (818) 764-9180
Contact Person/Title: Y. Danny Ho, PE, Principal
Email Address: dannyho@paceng.com

SUBCONTRACTOR

Business Name: Lighting Design Alliance Award Total: \$158,645
Services to be provided: Lighting Design
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 1234 East Burnett Street
City/State/Zip: Signal Hill, CA 90755
Telephone: (562) 989-3843 Fax: (562) 989-3847
Contact Person/Title: Jeremy Windle / Principal
Email Address: jwindle@lightingdesignalliance.com



Authorized Representative or Prime Contractor

4/03/08

Date

SUBCONTRACTOR


Business Name: Robert Allan LTD Award Total: \$30,015
Services to be provided: Naval Architect
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 230-1639 West 2nd Avenue
City/State/Zip: Vancouver, BC V6J 1H3 Canada
Telephone: (604) 736-9466 Fax: (604) 736-9483
Contact Person/Title: Robert G. Allan, P. Eng./President
Email Address: ral@ral.bc.ca

SUBCONTRACTOR

Business Name: EDAW Award Total: \$1,395,048
Services to be provided: Landscape Architect
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 515 S. Flower Street, 9th Floor
City/State/Zip: Los Angeles, CA 90071
Telephone: (213) 593-7700 Fax: (213) 593-7715
Contact Person/Title: Vaughan Davies, ISAA, Principal Urban Designer
Email Address: vaughan.davies@edaw.com

SUBCONTRACTOR

Business Name: Cityworks Design Award Total: \$138,295
Services to be provided: Urban Design
Owner's Ethnicity: H Gender: F Group: SBE X MBE X WBE X OBE
Address: 16 N. Marengo Avenue, Suite 412
City/State/Zip: Pasadena, CA 91101
Telephone: (626) 304-9034 Fax: ()
Contact Person/Title: Lisa Padilla, AIA, LEED AP / Principal
Email Address: lpadilla@cityworksdesign.com



Authorized Representative or Prime Contractor

4/03/08

Date

SUBCONTRACTOR


Business Name: Hood Design Award Total: \$138,990
Services to be provided: Landscape Architect
Owner's Ethnicity: Black Gender: M Group: SBE X MBE X WBE OBE
Address: 3016 Filbert Street #2
City/State/Zip: Oakland, CA 91101
Telephone: (510) 595-0688 Fax: (510) 595-1486
Contact Person/Title: Walter J. Hood, ASLA/Principal
Email Address: walter@wihood design.com

SUBCONTRACTOR

Business Name: STO Design Group, Inc. Award Total: \$198,105~~X~~
Services to be provided: Water Feature Designt
Owner's Ethnicity: 50%C-50%A Gender: M Group: SBE MBE WBE OBE X
Address: 2500 Redhill Avenue, Suite 205
City/State/Zip: Santa Ana, CA 92705
Telephone: (949) 476-8777 Fax: (949) 476-5048
Contact Person/Title: Desmond F. Stevens, PE / Principal-in-Charge
Email Address: desmond@stodesign.com

SUBCONTRACTOR

Business Name: Selbert Perkins Award Total: \$154,725
Services to be provided: Environmental Graphics
Owner's Ethnicity: Caucasian Gender: F Group: SBE X MBE WBE X OBE
Address: 200 Culver Boulevard
City/State/Zip: Playa Del Rey, CA 90293
Telephone: (310) 822-5223 Fax: (310) 822-5203
Contact Person/Title: Robin Perkins / Partner
Email Address: rperkins@spdwest.com



Authorized Representative or Prime Contractor

4/03/08

Date

SUBCONTRACTOR

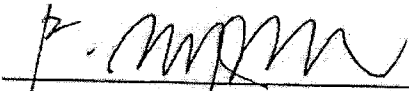
Business Name: Fine Arts Services Award Total: \$93,100
Services to be provided: Public Art Facilitators
Owner's Ethnicity: Caucasian Gender: F Group: SBE X MBE WBE OBE
Address: 222 S. Figueroa Street, #1514
City/State/Zip: Los Angeles, CA 90012
Telephone: (213) 617-2217 Fax: (213) 617-1272
Contact Person/Title: Jody Rassel / Principal
Email Address: art@fineartsservices.com

SUBCONTRACTOR

Business Name: IQ Magic Award Total: \$99,755
Services to be provided: Exhibit Design
Owner's Ethnicity: Causasian Gender: M Group: SBE X MBE WBE OBE X
Address: 1112 Montana Avenue, Suite 412
City/State/Zip: Santa Monica, CA 90403
Telephone: (310) 394-0678 Fax: ()
Contact Person/Title: Thomas Hartman / President
Email Address: thartman@iqmagic.net

SUBCONTRACTOR

Business Name: Ian Espinosa Award Total: \$50,000
Services to be provided: Render + (models))
Owner's Ethnicity: H Gender: M Group: SBE X MBE WBE OBE
Address: 1314 West Magnolia Boulevard
City/State/Zip: Burbank, CA 91506
Telephone: (818) 848-4424 Fax: (818) 848-4101
Contact Person/Title: Ian Espinosa / President
Email Address: ian@ianespinosa.com



Authorized Representative or Prime Contractor

4/03/08

Date

SUBCONTRACTOR


Business Name: KOA Corporation Award Total: \$76,388
Services to be provided: Traffic Engineers
Owner's Ethnicity: A Gender: M Group: SBE MBE X WBE OBE
Address: 1055 Corporate Center Drive, Suite 300
City/State/Zip: Monterey Park, CA 91754
Telephone: (323) 260-4703 Fax: (323) 260-4705
Contact Person/Title: Joel Falter
Email Address: jfalter@koacorporation.com

SUBCONTRACTOR

Business Name: Moffatt & Nichol Award Total: \$774,998
Services to be provided: Marine Engineer
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 3780 Kilroy Airport Way, Suite 600
City/State/Zip: Long Beach, CA 90806
Telephone: (562) 426-9551 Fax: (562) 424-7486
Contact Person/Title: James Crumpley, PE / Structural Engineer
Email Address: jcrumpley@moffattnichol.com

SUBCONTRACTOR

Business Name: Ficcadenti & Waggoner Award Total: \$117,945
Services to be provided: Marine Structural Engineers
Owner's Ethnicity: Causasian Gender: M Group: SBE MBE WBE OBE X
Address: 16969 Von Karman, Suite 240
City/State/Zip: Irvine, CA 92606
Telephone: (949) 474-0502 Fax: (949) 474-1801
Contact Person/Title: Seb J. Ficcadenti / Principal
Email Address: sficcadenti@fwcse.com


Authorized Representative or Prime Contractor

4/03/08
Date

SUBCONTRACTOR

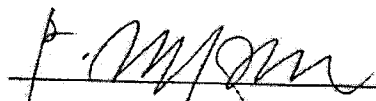
Business Name: Bluewater Design Group Award Total: \$114,677
Services to be provided: Floating Dock Engineers
Owner's Ethnicity: Caucasian Gender: M Group: SBE X MBE WBE OBE
Address: 2500 Via Cabrillo Marina, Suite 200
City/State/Zip: San Pedro, CA 90731
Telephone: (310) 548-3132 Fax: (310) 548-1924
Contact Person/Title: Timothy B. Bazley, PE / President
Email Address: bazt@aol.com

SUBCONTRACTOR

Business Name: DMJM / Harris Award Total: \$751,114
Services to be provided: Civil Engineer
Owner's Ethnicity: Caucasian Gender: M Group: SBE MBE WBE OBE X
Address: 999 Town & Country Road
City/State/Zip: Orange, CA 92868
Telephone: (714) 567-2452 Fax: (714) 567-2441
Contact Person/Title: Craig Holland / Vice President
Email Address: craig.holland@dmjm.com

SUBCONTRACTOR

Business Name: Railway Preservation Resources Award Total: \$15,000
Services to be provided: Red Car Right-of-Way-Design
Owner's Ethnicity: Caucasian Gender: M Group: SBE X MBE WBE OBE
Address: 4226 Esteban Road
City/State/Zip: Woodland Hills, CA 91364
Telephone: (818) 704-5671 Fax: (818) 999-3011
Contact Person/Title: John Smatlak / Principal
Email Address: jsmatlak@earthlink.net



Authorized Representative or Prime Contractor

4/03/08

Date

SUBCONTRACTOR

Business Name: Diaz Yourman Award Total: \$452,015

Services to be provided: Geotechnical Engineers

Owner's Ethnicity: H/A Gender: M Group: SBE X MBE X WBE OBE


Address: 1616 East 17th Street

City/State/Zip: Santa Ana, CA 92705

Telephone: (714) 245-2920 Fax: (714) 245-2950

Contact Person/Title: Allen Yourman, PE, GE / Principal

Email Address: allen@diazyourman.com



Authorized Representative or Prime Contractor

4/03/08

Date

EXHIBIT "M"

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.

COMPLIANCE

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
 Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: PORT OF LOS ANGELES Contact/Phone: 213/250-7440

SECTION 1. CONTACT INFORMATION

Company Name: TETRA DESIGN, INC.
 Company Address: 1055 WILSHIRE BLVD., #1885
 City: LOS ANGELES State: CA Zip: 90017
 Contact Person: BLOSSOM UYEDA Phone: 213/250-7440 Fax: 213/481-0947

I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 26

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit Is Not Offered to Employees	This Benefit Is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 31ST day of MARCH, in the year 2008, at LOS ANGELES, CA
(City) (State)

Blossom Uyeda
Signature

BLOSSOM UYEDA
Name of Signatory (please print)

VICE PRESIDENT
Title

1055 WILSHIRE BLVD., #1885

Mailing Address

LOS ANGELES, CA 90017
City, State, Zip Code

95 3632038
Federal ID Number

CONSULTANT EVALUATION CRITERIA

PROJECT TITLE

Evaluated by: _____

Company Name: _____

EVALUATION CATEGORIES	SCORE	Weighting Factor	Adjusted Score	COMMENTS
-----------------------	-------	------------------	----------------	----------

1. Technical Approach

a. Understanding of Project Scope	___	<u>5</u>	___	
b. Understanding of Technical Issues	___	<u>2</u>	___	
c. Understanding of Regulatory Requirements	___	<u>2</u>	___	
d. Innovative Approaches	___	<u>1</u>	___	
e. Understanding of Deliverables required	___	<u>2</u>	___	
			(SUBTOTAL)	

2. Project Management

a. Quality Control	___	<u>3</u>	___	
b. Cost Control	___	<u>2</u>	___	
c. Progress Report System	___	<u>1</u>	___	
d. Overall Management Plan	___	<u>2</u>	___	
e. Design Schedule & Control	___	<u>2</u>	___	
			(SUBTOTAL)	

3. Project Organization/Personnel

a. Project Manager Qualifications	___	<u>5</u>	___	
b. Technical Team Qualifications/ Org. Chart of key members	___	<u>3</u>	___	

CONSULTANT EVALUATION CRITERIA

PROJECT TITLE

Evaluated by: _____ **Company Name:** _____

EVALUATION CATEGORIES	SCORE	Weighting Factor	Adjusted Score	COMMENTS
-----------------------	-------	------------------	----------------	----------

c. Team Availability	___	<u>2</u>	___	
d. Subconsultants Qualifications	___	<u>2</u>	___	
e. Team work location relative to project location	___	1	___	
f. Experience on similar projects as a team	___	<u>2</u>	___	
			(SUBTOTAL)	

4. Cost/Project: \$

a. Cost Allocations/Task	___	<u>5</u>	___	
b. Billing Rate Schedule	___	<u>5</u>	___	
c. Percentage mark-ups for subconsultants	___	<u>5</u>	___	
d. Total Cost	___	<u>5</u>	___	
			(SUBTOTAL)	

5. Qualification/Experience

a. Regulatory Experience including experience with Homeland Security, Coast Guard, LAFD, and other regulatory agencies	___	<u>2</u>	___	
b. Experience with City of LA projects including experience working with Dept. of Building and Safety.	___	1	___	
c. Wharf Design Experience	___	1	___	
d. Pier Design Experience	___	1	___	

CONSULTANT EVALUATION CRITERIA

PROJECT TITLE				
Evaluated by:	Company Name:			
EVALUATION CATEGORIES	SCORE (1-5)	Weighting Factor	Adjusted Score	Points

e. Dredging Design Experience	___	1	___	
f. Water Feature Design Experience	___	1	___	
g. Landscape Architectural Experience with emphasis on waterfront areas	___	1	___	
h. Historic Building Preservation Experience	___	1	___	
i. Trolley Rail System Design Knowledge	___	1	___	
j. Marine Vessel Berthing and Floating Dock Design Experience	___	1	___	
k. Museum Building Design	___	1	___	
l. Previous work of similar nature	___	1	___	
m. CADD Capability	___	1	___	
n. Public Art Experience	___	1	___	

(SUBTOTAL)

6. Other Considerations

a. Adherence to RFP Requirements	___	5	___	
b. Clarity of Proposal	___	1	___	
c. Client References	___	1	___	
d. Acknowledge receipt of standard agreement	___	1	___	

(SUBTOTAL)

CONSULTANT EVALUATION CRITERIA

PROJECT TITLE	
Evaluated by:	Company Name:
EVALUATION CATEGORIES	SCORE: (5) Adequate - Acceptable

7. Contract/Administrative Requirements (Verification of Compliance or Intent)

- a. Affirmative Action Form
- b. Professional Liability Insurance
- c. General Liability Insurance
- d. Auto Liability Insurance.
- e. Conflict of Interest Form
- f. Indemnification Form
- g. Worker's Compensation Form
- h. Business Tax Registration
- i. Service Contractor Worker Retention and Living Wage Ordinance
- j. MBE/WBE/OBE Outreach Program
- k. Equal Benefits Policy

TOTAL SCORE: _____

SCORING GUIDELINES:

- | | |
|---|--------------------------------------|
| 0 - Not Included | 3 - Adequate - Standard - Acceptable |
| 1 - Marginal Abilities - Serious Deficiencies | 4 - Well Qualified |
| 2 - Adequate with Minor Deficiencies | 5 - Exceptionally Well Qualified |