

Harbor Department  
Agreement 08-2706  
City of Los Angeles

**AGREEMENT NO. \_\_\_\_\_**

**BETWEEN THE CITY OF LOS ANGELES**

**AND**

**CH2M HILL, INC.**

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AGREEMENT NO.

BETWEEN THE CITY OF LOS ANGELES  
AND  
CH2M HILL, INC.

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 CH2M Hill, Inc., a Florida corporation, whose local address is 1000 Wilshire Boulevard, 21<sup>st</sup> Floor, Los Angeles, CA 90017 ("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 CH2MHill, 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 Sampson Way (7<sup>th</sup> Street to 22<sup>nd</sup> Street) Roadway Improvements Project
- 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, Juan Carlos Velasquez, 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 \$4,789,768 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

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 shall require approval of Board.
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.

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 59-0918189. 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 the negligence, recklessness, or willful misconduct 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 selfinsurance.
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.

////////

////////

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: September 2, 2008

By: [Signature]  
Executive Director

Attest: [Signature]  
Secretary

CH2M Hill, Inc.

Date: \_\_\_\_\_

By: [Signature]

Name: FARSHAD FARHANG

Title: VICE PRESIDENT

Attest: [Signature]

Name: Juan Carlos Velasquez

Title: Project Manager

APPROVED AS TO FORM:

August 14, 2008  
ROCKARD J. DELGADILLO, City Attorney

By: [Signature]  
HEATHER M. MCCLOSKEY, Deputy City Attorney

KLA:lg  
PRO24882  
7/8/08

Account#	<u>34220</u>	W.O. #	<u>245F2</u>
Ctr/Div#	<u>1169</u>	Job Pac. #	<u>63F-00</u>
Proj/Prog#	<u>624</u>		
Budget FY:		Amount:	
	<u>08/05</u>		<u>2,400,000</u>
	<u>09/10</u>		<u>2,420,000</u>
	<u>10/11</u>		<u>167,628</u>
	<u>TOTAL</u>		<u>4,987,628</u>

For Acct/Budget Div. Use Only

Verified by: T. GREEN

Verified Funds Available: [Signature]

Date Approved: 8/7/08

Date Approved _____															
Verified Funds Available _____															
Verified by _____															
For Further Information Call (800) 455-7244															
<table border="1"> <tr> <td>Account #</td> <td>_____</td> </tr> <tr> <td>Job #</td> <td>_____</td> </tr> <tr> <td>Account #</td> <td>_____</td> </tr> </table>	Account #	_____	Job #	_____	Account #	_____	<table border="1"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	_____	_____	_____	_____	_____	_____	_____	_____
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# EXHIBIT “A”

## Project Description

# EXHIBIT "A"

## PROJECT DESCRIPTION

The Port of Los Angeles (Port) is beginning a grand revitalization of the San Pedro Waterfront by creating a waterfront promenade, reconnecting the adjacent community to the water, and providing for additional water uses through the San Pedro Waterfront Program (SPW). The Sampson Way (7<sup>th</sup> Street to 22<sup>nd</sup> Street) Roadway Improvements Project (Project) is the portion of the SPW that will connect downtown San Pedro and the surrounding Southland communities with the waterfront by realigning, expanding, and transforming Sampson Way into a scenic four-lane thoroughfare from 7<sup>th</sup> Street to 22<sup>nd</sup> Street. The Department's budget for these improvements is \$60,000,000.

Overall, this Project will include preparing plans, specifications, and estimates (PS&Es) (consisting of planning, engineering, and landscaping architectural design services) to expand and realign a roadway, realign the Waterfront Red Car Line (WRCL), and improve traffic intersections. The designs in this Project shall be integrated with and complimentary to recent improvements completed on the San Pedro Waterfront and to future improvements currently in the planning stage, including, but not limited to, the Waterfront Gateway and Waterfront Enhancements projects and the future Downtown Waterfront Harbor projects.

This Project shall be designed utilizing the latest sustainable design principles, including but not limited to the Mayor's *Million Trees LA Initiative*.

Listed below are the various elements of the Sampson Way (7<sup>th</sup> Street to 22<sup>nd</sup> Street) Roadway Improvements Project.

### **A: ROADWAY**

#### **EXPAND SAMPSON WAY BETWEEN 7<sup>TH</sup> AND 22<sup>ND</sup> STREET**

Redesign and realign Sampson Way between 7<sup>th</sup> and 22<sup>nd</sup> Street to include two travel lanes in each direction. Included as part of the roadway will be realignment of WRCL, sidewalks, bike lanes, and landscaping features. Moreover, the realigned Sampson Way shall join with 22<sup>nd</sup> Street by means of an expansive horizontal curve. The roadway improvement may include, but not be limited to, the following work: grading, demolition, paving, utility modification and relocation, curb and gutter, storm drain, sidewalks, landscaping, signalization, street lighting, striping, signage work, and rail realignment work.

From 7<sup>th</sup> Street to 13<sup>th</sup> Street the WRCL will travel along the east side of Sampson Way. It is assumed the section will include from west to east, an 8' sidewalk, 6' parkway, 26'

pavement (2 lanes), 14' landscaped median, 26' pavement (2 lanes), 34' rail right-of-way, 6' landscape buffer, 10' bike path, 8' landscape buffer, and 8' sidewalk. The total section is 146'. From 13<sup>th</sup> Street to 22<sup>nd</sup> Street the WRCL will travel along the west side of Sampson Way. It is assumed the section will include from west to east, an 8' sidewalk, 6' parkway, 34' rail right-of-way, 26' pavement (2 lanes), 14' landscaped median, 26' pavement (2 lanes), 10' landscape buffer, 10' bike path, 6' landscape buffer, and 8' sidewalk. The total section is 148'. **Figure A** shows these two sections. These are typical sections that may be used, though this will be refined in the conceptual stage.

### **STREET IMPROVEMENTS ON HARBOR BLVD. FROM 5<sup>TH</sup> STREET AND 7<sup>TH</sup> STREET**

Redesign the 5<sup>th</sup> Street/Harbor Blvd., 6<sup>th</sup> Street/Harbor Blvd., and 7<sup>th</sup> Street/Harbor Blvd. intersections to improve access to and along the waterfront. The realigned Sampson Way shall commence at the 7<sup>th</sup> Street/Harbor Blvd. intersection and continue southeasterly towards and along the waterfront. Redesign the 5<sup>th</sup> Street/Harbor Blvd. and 6<sup>th</sup> Street/Harbor Blvd. intersections to construct a driveway to the east of each intersection, crossing the WRCL, and eliminate access to Sampson Way (Sampson Way roadway between 5<sup>th</sup> Street and 7<sup>th</sup> Street will be vacated). This work will require overcoming grade and rail related issues (due to the grade differential between Harbor Blvd. and the waterfront). Streetscape improvements will be included on both sides of Harbor Blvd in this segment. The intersection improvements may include the following work: grading, demolition, paving, utility modification and relocation, curb and gutter, sidewalks, landscaping, signalization, signal detection, street lighting, striping, signage, and rail realignment work. Design and coordinate tie-ins for the bike path and promenade with the Downtown Harbor project.

### **REDESIGN HARBOR BLVD. BETWEEN NORTHBOUND I-110 ON-RAMP AND 5<sup>TH</sup> STREET**

Improve Harbor Blvd. from the on-ramp to the I-110 freeway to 5<sup>th</sup> Street to 3 lanes in each direction. Improvements include, but are not limited to, an ARHM overlay, replace and realign traffic signal loops, pavement markings, signage, street lighting, manhole and meter adjustments, restoration of survey monuments, and removal of the sidewalk on the east side of Harbor Blvd. from Swinford Street to 5<sup>th</sup> Street. Replace any non-ADA compliant curb ramps. Substandard pavement and drainage will be improved. The widening from 2 lanes to 3 lanes in each direction will be done by relocating the bike lane and on-street parking and restriping the existing roadway. The existing median will be modified as needed to accommodate the restriping. At the northbound on-ramp to the I-110 at Harbor Boulevard, a double left turn will be added. This may require modifications to the on-ramp entrance geometry, as well as possible signalization. The improvements will be based on the results of the traffic study for the San Pedro Waterfront Project.

## **REDESIGN CRESCENT AVENUE TO EXTEND FROM HARBOR BLVD. TO SAMPSON WAY**

A new street connection along Crescent Avenue between Harbor Blvd. and Sampson Way will be made. This will include signalized intersections at both ends. It is assumed the section will consist of an 8' sidewalk, 8' parkway, 18' lane, 8' landscaped median, 18' lane, 8' parkway, and 8' sidewalk. This is a typical section that may be used, though this will be refined in the conceptual stage. Disturbed areas will be regraded. Retaining walls may be utilized for the grade differential between Harbor Blvd. and Sampson Way. New signals will be installed at the intersections with Harbor Blvd. and Sampson Way. The roadway improvements will include grading, demolition, paving, utility modification and relocation, curb and gutter, sidewalks, landscaping, signalization, street lighting, striping, and signage. **Figure B** shows a typical section. This is a typical section that may be used, though this will be refined in the conceptual stage.

## **REDESIGN INTERSECTIONS ON HARBOR BLVD. AND SAMPSON WAY**

Design specific improvements and as required by LADOT and Caltrans at the following intersections:

1. **Harbor Blvd. and I-110 NB on-ramp** – It is assumed that this will include the design of a new signal installation to accommodate the planned improvements. Improvements include restriping, traffic signals, loops, signal controller, and meter. These improvements will require Caltrans approval through the Encroachment Permit process.
2. **Harbor Blvd. and Swinford Street** – Upgrade traffic signals as necessary to accommodate restriping Harbor Blvd. from two lanes in each direction to three lanes in each direction. Improvements include, restriping, evaluating current traffic signal head and loop placements and designing needed upgrades. These improvements will be coordinated with the Port's planned improvements for this intersection.
3. **Harbor Blvd. and O'Farrell Street** – Upgrade traffic signals as necessary to accommodate restriping Harbor Blvd. from two lanes in each direction to three lanes in each direction. Improvements include, restriping, evaluating current traffic signal head and loop placements and designing needed upgrades.
4. **Harbor Blvd. and 1st Street** – Design a full signal replacement to accommodate restriping of Harbor Blvd. and WRCL. Improvements include restriping, traffic signals, pedestrian heads, loops, railroad signals and sensors, signal controller, and electric meter. Modify the driveway entrance to the east, crossing the WRCL.
5. **Harbor Blvd. and 3rd Street** – Design a new traffic signal installation. Improvements include restriping, traffic signals, pedestrian heads, loops, railroad signals and sensors, signal controller, and electric meter. Design signal to accommodate WRCL. Design a driveway entrance to the east, crossing the WRCL.
6. **Harbor Blvd. and 5th Street** – Design a full signal replacement to accommodate restriping of Harbor Blvd. and WRCL. Improvements include restriping, traffic

- signals, pedestrian heads, loops, railroad signals and sensors, signal controller, and electric meter. Design a driveway entrance to the east, crossing the WRCL.
7. **Harbor Blvd. and 6th Street** – Design a full signal replacement to accommodate restriping of Harbor Blvd. and WRCL. Improvements include restriping, traffic signals, pedestrian heads, loops, railroad signals and sensors, signal controller, and electric meter. Design a driveway entrance to the east, crossing the WRCL.
  8. **Harbor Blvd., Sampson Way, and 7<sup>th</sup> Street** - Design a full signal replacement to accommodate the new intersection of Sampson Way and WRCL. Improvements include restriping, traffic signals, pedestrian heads, loops, signal controller, and electric meter.
  9. **Harbor Blvd. and Crescent Avenue** – Design a new signal installation. Improvements include restriping, traffic signals, pedestrian heads, loops, signal controller, pavement markings, signage, and electric meter.
  10. **Miner Street and Sampson Way (22<sup>nd</sup> Street)** – Upgrade traffic signals as necessary to accommodate the intersection improvements and WRCL. Improvements include, restriping, evaluating current traffic signal head and loop placements and designing needed upgrades.
  11. 12. and 13. **Sampson Way and (3) Ports O’Call Driveways** – Design new signal installations at three driveways accessing the Ports O’Call development. Improvements include restriping, traffic signals, pedestrian heads, signal heads, loops, railroad signals and sensors, signal controller, and electric meter. Design signal to accommodate WRCL.
  14. **Sampson Way and WRCL crossing near 13<sup>th</sup> Street** – Design a new signal to allow the WRCL to cross from the east side of Sampson Way to the west side of Sampson Way. Improvements include restriping, traffic signals, loops, railroad signals and sensors, signal controller, and electric meter.
  15. **Sampson Way and Crescent Avenue** – Design a new signal installation. Improvements include restriping, traffic signals, pedestrian heads, loops, railroad signals and sensors, signal controller, and electric meter. Design signal to accommodate WRCL.
  16. **Sampson Way and Signal Street** – Design a new intersection due to the realignment of Sampson Way. Analyze a potential realignment of Signal Street at the realigned Sampson Way. Consultant will analyze the need for a traffic signal. It is assumed that a new signal installation is required. Improvements include restriping, traffic signals, pedestrian heads, signal heads, loops, signal controller, and electric meter.
  17. **Sampson Way and 22<sup>nd</sup> Street** – Design a new intersection due to the realignment of Sampson Way. Analyze a potential realignment of 22<sup>nd</sup> Street at Sampson Way. Consultant will analyze the need for a traffic signal. It is assumed that a new signal installation is required. Improvements include restriping, traffic signals, pedestrian heads, signal heads, loops, signal controller, and electric meter.

Design all signals for interconnection and accommodate a connection to LADOT Adaptive Traffic Signal Control System (ATSAC). Connection from the project limits to the ATSAC system will be made if a hub exists within the project limits. If no local hub

is present, then the system will be designed to accommodate a future connection. For all signals obtain approval from LADOT. Obtain CPUC approval for all signals at WRCL crossings. Traffic signal timing and phasing are to be designed by LADOT.

## **DESIGN UTILITY IMPROVEMENTS**

In addition to utilities that will be relocated to accommodate the planned improvements, other utility work is included in this project. This includes work on the overhead electrical lines and a new recycled water line.

The overhead power lines will be designed to be undergrounded. This will include the poles along the existing Sampson Way south of 7<sup>th</sup> Street and along Harbor Boulevard. Work will include pole removals, conduits, underground structures, relocations, trenching, and coordination with DWP for installing cable.

The recycled water line will be extended along Sampson Way between 7<sup>th</sup> Street intersection and 22<sup>nd</sup> Street intersection. In the future, the recycled water line will be extended beyond these limits; therefore, it will be designed to accommodate future expansion. Work includes trenching, design of pipeline and appurtenances, trench restoration, hydraulic analysis, and providing service connections to the waterfront area users as well as for parkway irrigation.

## **B: RAIL**

### **REALIGNMENT OF THE WRCL BETWEEN SWINFORD STREET AND 22<sup>ND</sup> STREET**

Redesign the WRCL between Swinford Street and 22<sup>nd</sup> Street to consist of either a single or dual railroad track system. Currently, the WRCL consists primarily of a single railroad track. This work will require overcoming issues related to a limited Right-of-Way on Harbor Blvd., between Swinford Street and 7<sup>th</sup> Street. This improvement may include, but not be limited to, the following work: demolition of existing improvements, route grading and utility relocations/protections, drainage improvements, construction of welded rail track, stations, Traction Electrification System (TES), vehicle detection and traffic signal interface, rail signal grade crossing protection and other miscellaneous civil improvements as well as vintage trolley/streetcar planning and operation analysis. Station locations will be as indicated in the WRCL Expansion Study. Track section will be either ballasted track with concrete ties or concrete track slab with steel ties.

It is assumed the WRCL will consist of two tracks adjacent to the east side of Harbor Boulevard from Swinford Street to 5<sup>th</sup> Street, a single track adjacent to the east side of Harbor Boulevard from 5<sup>th</sup> Street to 7<sup>th</sup> Street, two tracks adjacent to the east side of Sampson Way from 7<sup>th</sup> Street to 13<sup>th</sup> Street, and two tracks adjacent to the west side of Sampson Way from 13<sup>th</sup> Street to 22<sup>nd</sup> Street. **Figure C** shows the WRCL between Swinford Street and 7<sup>th</sup> Street. Refer to **Figure A** for the WRCL location between 7<sup>th</sup> Street and 22<sup>nd</sup> Street.

Design turnouts to accommodate the future City Dock Extension, Outer Harbor Extension, Cabrillo Beach Extension, and the future maintenance facility as described in the WRCL Expansion Study.

**C: BRIDGE**

**DESIGN PEDESTRIAN BRIDGE AT 13<sup>TH</sup> STREET**

Design a new, distinctive, pedestrian bridge at 13<sup>th</sup> Street to provide a safe, ADA accessible, pedestrian linkage across Harbor Boulevard to Ports O'Call and the waterfront. Alternatives for the pedestrian bridge are to be developed, including options to span both Harbor Boulevard and Sampson Way or cross Harbor Boulevard at grade. The scope of work assumes spanning Harbor Boulevard.

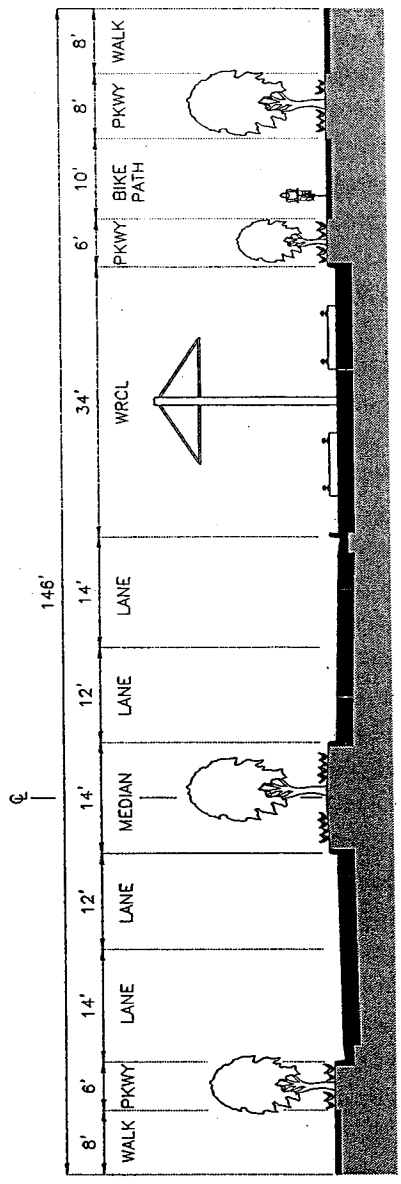
**D: STREETSCAPE**

**STREETSCAPING IMPROVEMENTS ON HARBOR BLVD. BETWEEN SWINFORD STREET AND CRESCENT AVENUE AND ALONG SAMPSON WAY**

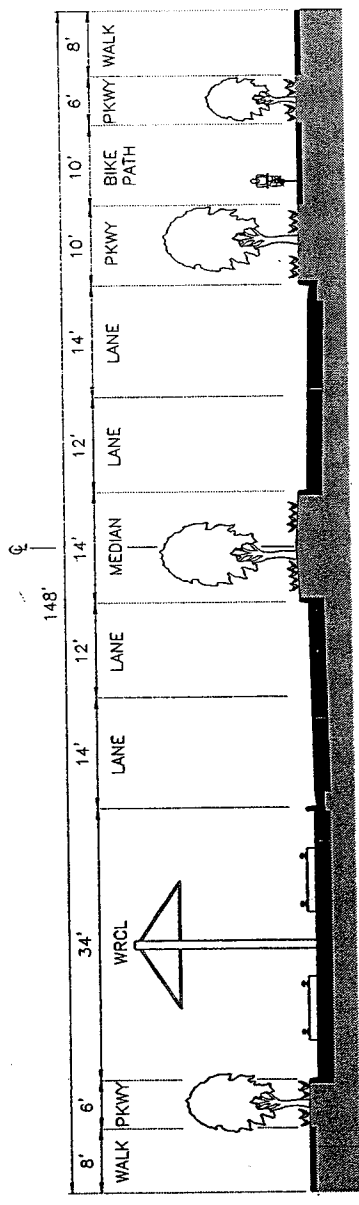
Redesign the streetscaping on both sides of Harbor Blvd., south of Swinford Street, and also along the center median between Swinford Street and Crescent Avenue. Work consists of designing and implementing a cohesive streetscape, including street lighting, signage, and landscaping system along Harbor Blvd. and Sampson Way. Decorative paving and crosswalks will be designed to match adjacent waterfront projects. The work may include, but not be limited to, the following: grading, demolition, utility modification and relocation, landscaping, stamped concrete crosswalks at signalized intersections, pedestrian street lighting, signage, and landscape of the area between the realigned WRCL and the existing bike path between Swinford Street and 5th Street. The existing bike path, promenade, and water features east of the current WRCL alignment are to remain in place with no improvements. Substandard pavement, sidewalk, curb ramps and curb and gutter will be improved where civil improvements are otherwise not planned.

**E: PUBLIC ART**

Consultant shall incorporate public art into the design of the Sampson Way Roadway Improvements 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 plans, specifications, and estimates (PS&E's) 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.

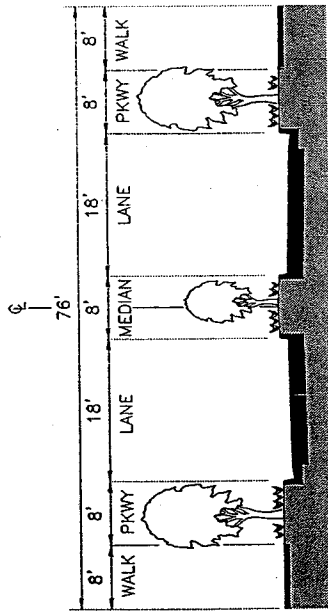


SAMPSON WAY  
7TH STREET TO 13TH STREET



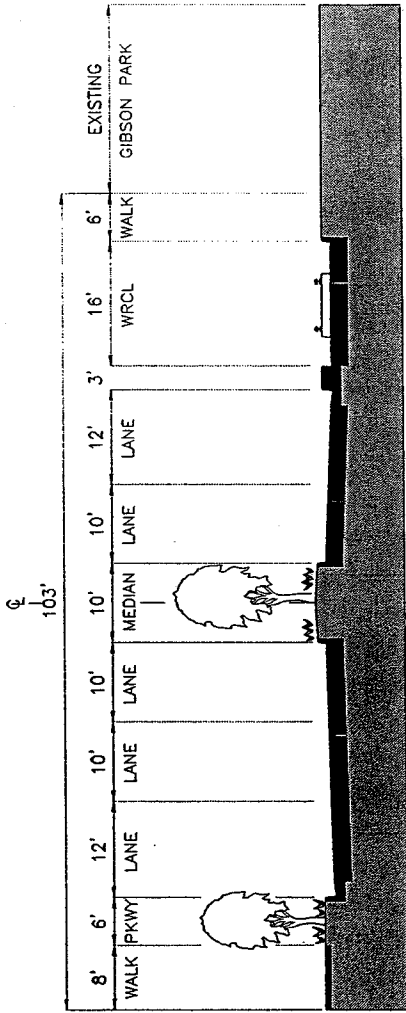
SAMPSON WAY  
13TH STREET TO 22ND STREET

FIGURE A  
TYPICAL SECTIONS LOOKING NORTH

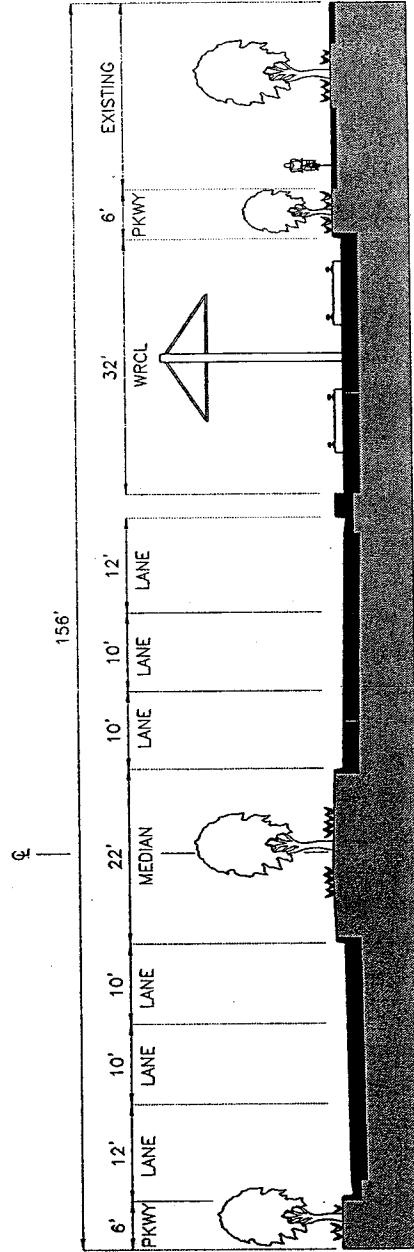


CRESCENT AVENUE

FIGURE B  
TYPICAL SECTIONS LOOKING EAST



HARBOR BOULEVARD  
5TH STREET TO 7TH STREET



HARBOR BOULEVARD  
SWINFORD STREET TO 5TH STREET

FIGURE C  
TYPICAL SECTIONS LOOKING NORTH

**EXHIBIT "B"**

**SCOPE OF SERVICES**

# EXHIBIT "B"

## SCOPE OF SERVICES

The following task descriptions are provided for the preparation of the plans, specifications, and estimates (PS&E) for the Sampson Way Improvements Project. Summaries of the proposed Sampson Way (7<sup>th</sup> Street to 22<sup>nd</sup> Street) Roadway Improvements Project (Project) Scope of Services are as follows:

### I. 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, coordination with other projects in the vicinity, 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 will also include a Project Safety Plan. 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) 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) 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 focus on the design phase activities, including significant milestones, permits, utility coordination and related tasks, to allow for effective planning and design, 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)**  
                                  **Quality Control/Quality Assurance Plan (QC/QA)**  
                                  **Critical Path Method Schedule (CPM)**

### **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 Reports**  
                                  **Updates to the CPM Schedule**

### **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):** PDT Meeting Minutes, Agendas  
Meetings Minutes with other Agencies or City Departments

**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 – 13) and are not broken out separately as Task 1.0.

**Task 2 Geotechnical Engineering Services**

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

A. Review and analysis of existing information:

1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical Work in the Project area.
2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.
3. Inspect site to determine existing site conditions.

B. Field Investigation:

1. Following review of available geotechnical information, Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (CPT) or other data acquisition and testing required for design of the Project.
2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.
3. Detailed planning of field investigation:
  - a. Arrange for and schedule drillers.

- b. Make preparations for sample handling, transportation, and testing.
  - c. Locate test borings.
  - d. Locate utilities and other onsite interferences and mark location on the ground.
  - e. Obtain necessary permits.
  - f. Schedule field staff.
4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements and as approved by Engineer. CPT data shall be obtained during borings.
5. Borings in uncontaminated areas shall be backfilled with soil cuttings except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to the following:
  - a. Index testing:
    - i. Moisture content/dry density
    - ii. Specific gravity
    - iii. Atterberg limits
    - iv. Sand equivalent
    - v. Sieve analysis
    - 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 Engineering service shall be provided for the following projects:

- Task 2.A Roadway**
- Task 2.B Rail**
- Task 2.C Bridge**
- Task 2.D Streetscape**

**Task 2 – Deliverables**

- 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. This Work shall include but not necessarily be limited to the following:

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

- B. Review available survey, coordinate control information and record plans and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade) and existing grades. Provide a list of additional surveys required, which will be performed by the Department's survey forces.
- C. Conduct utility research and coordination in order to identify existing utility facilities in the project limits. Prepare Utility Conflict map to determine disposition of identified utilities in conflict with the proposed improvements. Conduct potholing required to identify depth and location of critical facilities.
- D. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, including California Public Utilities Commission (CPUC) and City of Los Angeles agencies, and coordinate with them for conformance with their requirements, rules and regulations. In addition, the Consultant shall obtain approval from the CPUC for rail improvements, including seeking approval for the removal of fences adjacent to the WRCL from Swinford Street to 5<sup>th</sup> Street. The Consultant shall obtain a Memorandum of Understanding with the City to transfer the need for public sidewalks to the promenade.
- E. Coordinate Work with adjacent projects, facilities and improvements.
- F. Develop detailed project technical design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this Work.
- G. Develop three alternatives for project elements, including the WRCL alignment, roadway cross sections, pedestrian bridge, station locations, and roadway geometry. These alternatives will be evaluated and screened using established criteria.
- H. Prepare streetscape concepts and exhibits, to include review of existing conditions and other projects in the area. Streetscape concepts will establish design guidelines for planting, hardscape, and other aesthetic improvements. Coordinate with the City of LA Planning Division, and Community Redevelopment Agency (CRA) including their Design Advisory Panel (DAP).
- I. Conduct a formal Request for Proposal (RFP) process during the conceptual phase to choose a public artist.
- J. Gain geometric approval of the roadway and rail alignments for the project. Roadway Geometric Plans will be submitted for approval to all appropriate agencies. These agencies include, but are not limited to, the following: Harbor Department, City of Los Angeles Department of Transportation and Bureau of

Engineering, and Caltrans. Rail Alignment Plans will be submitted to the CPUC for concurrence.

- K. Prepare a report and documentation package presenting the results of the Conceptual Study 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 Roadway**
- Task 3.B Rail**
- Task 3.C Bridge**
- Task 3.D Streetscape**

**Task 3 – Deliverables**

- Preliminary Conceptual Study (Design Criteria Manual)
- Final Conceptual Study Report
- Artist renderings
- Preliminary streetscape exhibit(s)
- Preliminary pedestrian bridge exhibit(s)
- Utility and substructure exhibit(s)
- Utility Conflict Map
- Construction phasing
- Refined design imagery
- Geometric alignment plans
- Preliminary project construction cost estimates
- Preliminary project design & construction schedules

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

- A. Upon completion of the Conceptual Study 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 work in sufficient detail to cover all matter, which will materially affect the essential features and costs of the Project. Plans shall include plans, typical sections and details and illustrate the civil, structural, streetscape, rail, and utility

design aspects in sufficient detail to define the major elements and cost of the Project.

C. The preliminary design submittal for the Project roadways and rail alignment shall include, but not necessarily be limited to, the following:

1. Drainage and Hydrology Report
2. Title Sheet and General Notes
3. Typical sections
4. Street plan and profiles
5. Construction phasing plan
6. Removal plans
7. Grading plans
8. Construction details
9. Track plans and details
10. Traction power/overhead contact system plans
11. Corrosion control plans
12. Pedestrian bridge structural plans
13. Traffic signal plans
14. Traffic control plans
15. Electrical plans
16. Storm drain plans and details
17. Streetscape design
18. Striping and signage plans
19. Utility relocation plans, including substructures
20. Street and parkway lighting plans
21. Draft Outline specifications for each discipline of Work
22. Updated Project cost estimate and schedule
23. Perform all appropriate permit coordination and review with applicable local, state, and federal agencies

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

- Task 4.A Roadway**
- Task 4.B Rail**
- Task 4.C Bridge**
- Task 4.D Streetscape**

#### **Task 4 – Deliverables**

Deliverables from this phase will provide a preliminary set of plans, with plans in outline form. The deliverables will include:

- Drainage and Hydrology Report
- Preliminary Title Sheet and General Notes
- Preliminary typical sections

- Preliminary street and profile plans
- Preliminary construction phasing plans
- Preliminary removal plan
- Preliminary grading plans
- Preliminary construction details
- Preliminary track plans and details
- Preliminary traction power/overhead contact system plans
- Preliminary corrosion control plans
- Preliminary pedestrian bridge structural plans
- Preliminary traffic signal plans
- Preliminary traffic control plans
- Preliminary electrical plans
- Preliminary storm drain plans
- Preliminary landscape and hardscape plans
- Preliminary signing & striping plans
- Preliminary utility relocation plans, including substructures
- Preliminary street and parkway lighting plans
- Outline of specifications
- Preliminary construction cost estimate
- Preliminary construction schedule
- Associated reports and analysis work

**Task 5 *Eighty-percent Design Phase (80% Construction Documents)***

- 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 permit 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 Transportation
  - b. City of Los Angeles Department of Building and Safety
  - c. City of Los Angeles Bureau of Engineering
  - d. City of Los Angeles Department of Public Works
  - e. City of Los Angeles Department of Water and Power
  - f. City of Los Angeles Fire Department
  - g. Federal Railroad Administration
  - h. California Public Utilities Commission
  - i. California State Department of Transportation (Caltrans)
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 local, state, and federal agencies for the Project.

80% Design plans shall be provided for the following projects:

- Task 5.A Roadway**
- Task 5.B Rail**
- Task 5.C Bridge**
- Task 5.D Streetscape**

#### **Task 5 – Deliverables**

An 80% version of the following will be provided to the Department at the end of this design phase.

- Title sheet and general note plans
- Typical sections
- Street plan and profile plans
- Construction phasing plans
- Removal plans
- Grading plans
- Track plans
- Traction power/overhead contact system plans
- Corrosion control plans
- Pedestrian bridge structural plans

- Traffic signal plans
- Traffic control plans
- Electrical plans
- Storm drain plans
- Utility relocation plans
- Landscape and hardscape plans
- Signage and striping plans
- Street and parkway lighting plans
- Specifications
- Updated construction estimates
- Updated construction schedule
- Associated reports and analysis work
- Calculations

**Task 6      *Final Design Phase (100% Construction Documents)***

- A. Upon issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from the various City Departments (including the Department of Building and Safety), and pertinent local, state, and federal agencies.
- B. Contract Documents shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.
- C. Submit to Engineer all construction quantities as well as structural, civil, landscape, electrical, mechanical, and any other calculations used in the design of the Project.
- D. Submit a detailed estimate of the Project cost based on the bid items and provide a Class "A" estimate.
- E. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of Contractor's scheduling submittal.

100% Design plans shall be provided for the following projects:

- Task 6.A    Roadway**
- Task 6.B    Rail**
- Task 6.C    Bridge**
- Task 6.D    Streetscape**

### **Task 6 - Deliverables**

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

- Title sheet and general note plans
- Typical sections
- Street plan and profile plans
- Construction phasing plans
- Removal plans
- Grading plans
- Track plans
- Traction power/overhead contact system plans
- Corrosion control plans
- Pedestrian bridge structural plans
- Traffic signal plans
- Traffic control plans
- Electrical plans
- Storm drain plans
- Utility relocation plans
- Landscape and hardscape plans
- Signage and striping plans
- Street and parkway lighting plans
- Specifications
- Updated construction cost estimate
- Updated construction schedule
- Associated reports and analysis work
- Calculations

### ***Task 7      Signature Submittal***

- A. Following review and incorporation of comments by 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.
- B. The original drawings and two vellum drawings, electronic AutoCAD and PDF format, unbound original specifications (1 hardcopy and 1 electronic file

in PDF format), and copies of final cost estimate and schedule shall be submitted.

- C. Submit to Engineer all final construction quantities as well as structural, civil, electrical, landscape, and any other calculations used in the design of the Project in both hardcopy and PDF format.

Signature submittal plans shall be provided for the following projects:

- Task 7.A Roadway**
- Task 7.B Rail**
- Task 7.C Bridge**
- Task 7.D Streetscape**

**Task 7 – Deliverables**

- Original drawings (hardcopy, original AutoCAD, and PDF format)
- Unbound original specifications (hardcopy and PDF format)
- Final cost estimate (hardcopy and PDF format)
- Final schedule
- Final quantities and calculations (hardcopy and PDF format)

**Task 8 Bidding Phase**

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

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

Bidding Phase assistance shall be provided for the following projects:

- Task 8.A Roadway**
- Task 8.B Rail**
- Task 8.C Bridge**
- Task 8.D Streetscape**

## **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, submittals, 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 tests 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 Roadway**
- Task 9.B Rail**
- Task 9.C Bridge**
- Task 9.D Streetscape**

**Task 9 - Deliverables**

- Responses to requests for information
- Field reports and “punch lists”
- Reviewed shop drawings and submittals
- “As-built” AutoCAD drawings

***Task 10 Develop Streetscape Specific Plan***

Consultant shall develop a Specific Plan document for streetscape guidelines for Harbor Boulevard. The proposed Plan will cover Harbor Boulevard from the Vincent Thomas Bridge to 13th Street. It will describe in detail the placement and specifications for elements that constitute the physical makeup of the street. Specifically, it will describe specifications for street width, sidewalk width, paving materials, plantings, lamp posts, benches, newspaper vending machines, and other hardscape and street furniture. The aim of the plan is to create a policy document that creates an attractive visual image of Harbor Boulevard that is complimentary with the adjacent streetscapes of San Pedro, Downtown San Pedro, and the Port of Los Angeles. The plan will be developed with special consideration to existing studies, plans, and projects for both sides of Harbor Boulevard, design guidelines, and any other information deemed important by the Port.

***Task 11 Value Engineering***

Consultant shall conduct Value Engineering (VE) sessions at each milestone stage of the project. The members of the VE team will be determined by the Department, and will include Consultant team members as needed to support the VE. The Consultant will prepare documents for distribution to the VE team consisting of the alignment plans, utility information, structural plans, cost, and other major project components. The VE team will review this information to discuss options for improving the quality of the Project, provide alternative solutions, and identify cost saving alternatives to the Project.

***Task 12 Public Art***

Consultant shall incorporate public art into the design of the Sampson Way Roadway Improvements 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. Consultant shall be responsible for utilizing a public art professional to collaborate with the commissioned public artist(s) and develop plans, specifications, and estimates (PS&E's) 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.

***Task 13 Additional Design Services***

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

# EXHIBIT "C"

## Hourly Rates

**EXHIBIT C  
 HOURLY RATES**

**RATE SCHEDULE**

	2008	2009	2010	2011	Average
<b>CH2M HILL</b>					
PIC/Principal Project Mgr	\$210.00	\$216.30	\$222.79	\$229.47	\$219.64
Senior Consultant/QAQC	\$200.00	\$206.00	\$212.18	\$218.55	\$209.18
Project Manager	\$183.00	\$188.49	\$194.14	\$199.97	\$191.40
Project Engineer	\$168.00	\$173.04	\$178.23	\$183.58	\$175.71
Staff Engineer	\$130.00	\$133.90	\$137.92	\$142.05	\$135.97
Junior Engineer	\$105.00	\$108.15	\$111.39	\$114.74	\$109.82
Senior CADD/Drafting Technician	\$124.00	\$127.72	\$131.55	\$135.50	\$129.69
Staff CADD/Drafting Technician	\$108.00	\$111.24	\$114.58	\$118.01	\$112.96
Junior CADD/Drafting Technician	\$95.00	\$97.85	\$100.79	\$103.81	\$99.36
Contractor Administrator	\$112.00	\$115.36	\$118.82	\$122.39	\$117.14
Office/Accounting	\$72.00	\$74.16	\$76.38	\$78.68	\$75.31
<b>Abratique &amp; Associates</b>					
Principal	173.25	178.45	183.80	189.31	181.20
Project Manager	158.81	163.57	168.48	173.54	166.10
Sr. Project Engineer	115.50	118.97	122.53	126.21	120.80
Project Engineer	101.06	104.09	107.21	110.43	105.70
Engineer	77.96	80.30	82.71	85.19	81.54
CADD Tech	72.19	74.36	76.59	78.88	75.50
Administrative Assistant	51.98	53.54	55.15	56.80	54.37
<b>David Evans and Associates</b>					
Project Manager	269.00	277.07	285.38	293.94	281.35
Track Engineer	117.00	120.51	124.13	127.85	122.37
Senior Transit Engineer	152.00	156.56	161.26	166.09	158.98
Track Designer (EIT)	102.00	105.06	108.21	111.46	106.68
Landscape Architect	161.00	165.83	170.80	175.93	168.39
Senior Transportation Engineer	237.00	244.11	251.43	258.98	247.88
Senior Engineer	190.00	195.70	201.57	207.62	198.72
Associate Engineer	165.00	169.95	175.05	180.30	172.57
Designer	120.00	123.60	127.31	131.13	125.51
Landscape Designer	125.00	128.75	132.61	136.59	130.74
CADD Technician	95.00	97.85	100.79	103.81	99.36
Administrative 2	90.00	92.70	95.48	98.35	94.13
<b>Diaz Yourman &amp; Associates</b>					
Principal	190.00	195.70	201.57	207.62	198.72
Associate Engineer	170.00	175.10	180.35	185.76	177.80
Senior Engineer	151.00	155.53	160.20	165.00	157.93
Project Engineer	132.00	135.96	140.04	144.24	138.06
Staff Engineer	109.00	112.27	115.64	119.11	114.00
Senior Technician	95.00	97.85	100.79	103.81	99.36
Junior Engineer	94.00	96.82	99.72	102.72	98.32

SAMPSON WAY IMPROVEMENTS, PORT OF LOS ANGELES  
EXHIBIT C - HOURLY RATES

	2008	2009	2010	2011	Average
Drafting	88.00	90.64	93.36	96.16	92.04
Technical Editing	82.00	84.46	86.99	89.60	85.76
Technician	79.00	81.37	83.81	86.33	82.63
Word Processing/Clerical	68.00	70.04	72.14	74.31	71.12
<b>Elcon Associates</b>					
Senior Systems Engineer	165.00	169.95	175.05	180.30	172.57
Specialist	165.00	169.95	175.05	180.30	172.57
Design Engineer	120.00	123.60	127.31	131.13	125.51
CADD	75.00	77.25	79.57	81.95	78.44
<b>Lighting Design Alliance</b>					
President	250.00	257.50	265.23	273.18	261.48
Principal	180.00	185.40	190.96	196.69	188.26
Senior Designer	150.00	154.50	159.14	163.91	156.89
Computer Graphics Manager	125.00	128.75	132.61	136.59	130.74
Designer	115.00	118.45	122.00	125.66	120.28
AutoCAD Manager	110.00	113.30	116.70	120.20	115.05
AutoCAD Drafter	65.00	66.95	68.96	71.03	67.98
<b>MARRS</b>					
Principal Engineer	231.00	237.93	245.07	252.42	241.60
Sr. Utility Engineer	145.00	149.35	153.83	158.45	151.66
Project/Design Engineer	110.00	113.30	116.70	120.20	115.05
CADD Designer	99.00	101.97	105.03	108.18	103.54
Field Engineer	90.00	92.70	95.48	98.35	94.13
Estimator	90.00	92.70	95.48	98.35	94.13
Administrative Assistant	68.00	70.04	72.14	74.31	71.12
<b>Merry Norris Contemporary Art</b>					
Art Consultant	250.00	257.50	265.23	273.18	261.48
<b>Muller and Associates</b>					
Senior Partner	155.00	159.65	164.44	169.37	162.12
Partner	145.00	149.35	153.83	158.45	151.66
Project Manager	110.00	113.30	116.70	120.20	115.05
Project Designer	110.00	113.30	116.70	120.20	115.05
Assistant Project Manager	100.00	103.00	106.09	109.27	104.59
Project Design Staff	80.00	82.40	84.87	87.42	83.67
Administrative Staff	80.00	82.40	84.87	87.42	83.67
<b>Pacific Railway Enterprises</b>					
Project Manager	169.00	174.07	179.29	184.67	176.76
Senior Signal Engineer	151.00	155.53	160.20	165.00	157.93
Signal Engineer	114.00	117.42	120.94	124.57	119.23
Signal Designer	70.00	72.10	74.26	76.49	73.21
Systems Engineer	117.00	120.51	124.13	127.85	122.37
<b>Paragon Partners</b>					
Depositions and Court Testimony	250.00	257.50	265.23	273.18	261.48
Principal/Project Director	150.00	154.50	159.14	163.91	156.89
Corporate Broker	140.00	144.20	148.53	152.98	146.43

SAMPSON WAY IMPROVEMENTS, PORT OF LOS ANGELES  
EXHIBIT C - HOURLY RATES

	2008	2009	2010	2011	Average
Appraisal Manager	140.00	144.20	148.53	152.98	146.43
Project Manager	135.00	139.05	143.22	147.52	141.20
Right of Way Engineer, P.E.	135.00	139.05	143.22	147.52	141.20
Senior Appraiser	125.00	128.75	132.61	136.59	130.74
Principal Acquisition Agent	110.00	113.30	116.70	120.20	115.05
Principal Relocation Agent	110.00	113.30	116.70	120.20	115.05
Senior Right of Way Engineer	110.00	113.30	116.70	120.20	115.05
Associate Appraiser	110.00	113.30	116.70	120.20	115.05
Senior Acquisition Agent	95.00	97.85	100.79	103.81	99.36
Senior Relocation Agent	95.00	97.85	100.79	103.81	99.36
Senior Title Agent	95.00	97.85	100.79	103.81	99.36
Associate Right of Way Engineer	95.00	97.85	100.79	103.81	99.36
IT Support	95.00	97.85	100.79	103.81	99.36
Acquisition Agent	85.00	87.55	90.18	92.88	88.90
Relocation Agent	85.00	87.55	90.18	92.88	88.90
Title Agent	75.00	77.25	79.57	81.95	78.44
Escrow Coordinator	75.00	77.25	79.57	81.95	78.44
CAD Operator	65.00	66.95	68.96	71.03	67.98
Administrative Support	60.00	61.80	63.65	65.56	62.75
Office Clerk	45.00	46.35	47.74	49.17	47.07
<b>Railway Preservation Resources</b>					
Principal	150.00	154.50	159.14	163.91	156.89
<b>Selbert Perkins Design</b>					
Partner	250.00	257.50	265.23	273.18	261.48
Principal	200.00	206.00	212.18	218.55	209.18
Design Director	175.00	180.25	185.66	191.23	183.03
Project Manager	160.00	164.80	169.74	174.84	167.35
Senior Designer	150.00	154.50	159.14	163.91	156.89
Designer	135.00	139.05	143.22	147.52	141.20
Administrative	100.00	103.00	106.09	109.27	104.59
<b>Wilson &amp; Company</b>					
Principal	220.00	226.60	233.40	240.40	230.10
Project Manager	205.00	211.15	217.48	224.01	214.41
Task Leader	176.00	181.28	186.72	192.32	184.08
QA/QC	172.00	177.16	182.47	187.95	179.90
Senior Project Engineer	170.00	175.10	180.35	185.76	177.80
Project Engineer	156.00	160.68	165.50	170.47	163.16
Design Engineer	125.00	128.75	132.61	136.59	130.74
CAD Operator	84.00	86.52	89.12	91.79	87.86
Clerical	72.00	74.16	76.38	78.68	75.31

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**

**SAMPSON WAY (7<sup>TH</sup> ST. TO 22<sup>ND</sup> ST.) ROADWAY IMPROVEMENTS**

**TASK 1 PROJECT MANAGEMENT AND COORDINATION:**

COMPENSATION FOR WORK PERFORMED UNDER THIS TASK  
WILL PAID UNDER TASKS 2-13 ..... \$ N/A

**TASK 2 GEOTECHNICAL ENGINEERING SERVICES:**

Task 2 ..... \$ 93,464 (lump sum)

**TASK 3 CONCEPTUAL STUDY AND REPORT PHASE:**

Task 3.A Roadway ..... \$ 176,557 (lump sum)

Task 3.B Rail ..... \$ 197,264 (lump sum)

Task 3.C Bridge ..... \$ 32,226 (lump sum)

Task 3.D Streetscape ..... \$ 130,715 (lump sum)

Task 3 Sub-Total ..... \$ 536,762 (lump sum)

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

Task 4.A Roadway ..... \$ 298,291 (lump sum)

Task 4.B Rail ..... \$ 363,722 (lump sum)

Task 4.C Bridge ..... \$ 117,536 (lump sum)

Task 4.D Streetscape ..... \$ 138,263 (lump sum)

Task 4 Sub-Total ..... \$ 917,812 (lump sum)

**TASK 5 EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN)**

Task 5.A Roadway.....	<u>\$ 345,863 (lump sum)</u>
Task 5.B Rail.....	<u>\$ 443,663 (lump sum)</u>
Task 5.C Bridge.....	<u>\$ 95,496 (lump sum)</u>
Task 5.D Streetscape.....	<u>\$ 141,428 (lump sum)</u>
Task 5 Sub-Total.....	<u>\$ 1,026,450 (lump sum)</u>

**TASK 6 FINAL DESIGN DOCUMENTS (100% DESIGN):**

Task 6.A Roadway.....	<u>\$ 265,493 (lump sum)</u>
Task 6.B Rail.....	<u>\$ 311,228 (lump sum)</u>
Task 6.C Bridge.....	<u>\$ 62,296 (lump sum)</u>
Task 6.D Streetscape.....	<u>\$ 90,557 (lump sum)</u>
Task 6 Sub-Total.....	<u>\$ 729,574 (lump sum)</u>

**TASK 7 SIGNATURE SUBMITTAL:**

Task 7.A Roadway.....	<u>\$ 104,276 (lump sum)</u>
Task 7.B Rail.....	<u>\$ 131,893 (lump sum)</u>
Task 7.C Bridge.....	<u>\$ 22,154 (lump sum)</u>
Task 7.D Streetscape.....	<u>\$ 17,260 (lump sum)</u>
Task 7 Sub-Total.....	<u>\$ 275,583 (lump sum)</u>

**TASK 8 BIDDING PHASE:**

Task 8.A Roadway.....	<u>\$ 42,913 (lump sum)</u>
Task 8.B Rail.....	<u>\$ 30,795 (lump sum)</u>
Task 8.C Bridge.....	<u>\$ 5,676 (lump sum)</u>
Task 8.D Streetscape.....	<u>\$ 16,043 (lump sum)</u>
Task 8 Sub-Total.....	<u>\$ 95,427 (lump sum)</u>

**TASK 9 DESIGN SERVICES DURING CONSTRUCTION:**

Task 9.A Roadway.....	<u>\$ 70,787 (Not to Exceed)</u>
Task 9.B Rail.....	<u>\$ 168,119 (Not to Exceed)</u>
Task 9.C Bridge.....	<u>\$ 19,132 (Not to Exceed)</u>
Task 9.D Streetscape.....	<u>\$ 54,658 (Not to Exceed)</u>
Task 9 Sub-Total.....	<u>\$ 312,696 (Not to Exceed)</u>

**TASK 10 DEVELOP STREETScape SPECIFIC PLAN:**

Task 10.....	<u>\$ 100,000 (Not to Exceed)</u>
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**TASK 11 VALUE ENGINEERING:**

Task 11.....	<u>\$ 150,000 (Not to Exceed)</u>
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**TASK 12 PUBLIC ART:**

Task 12.....	<u>\$ 50,000 (Not to Exceed)</u>
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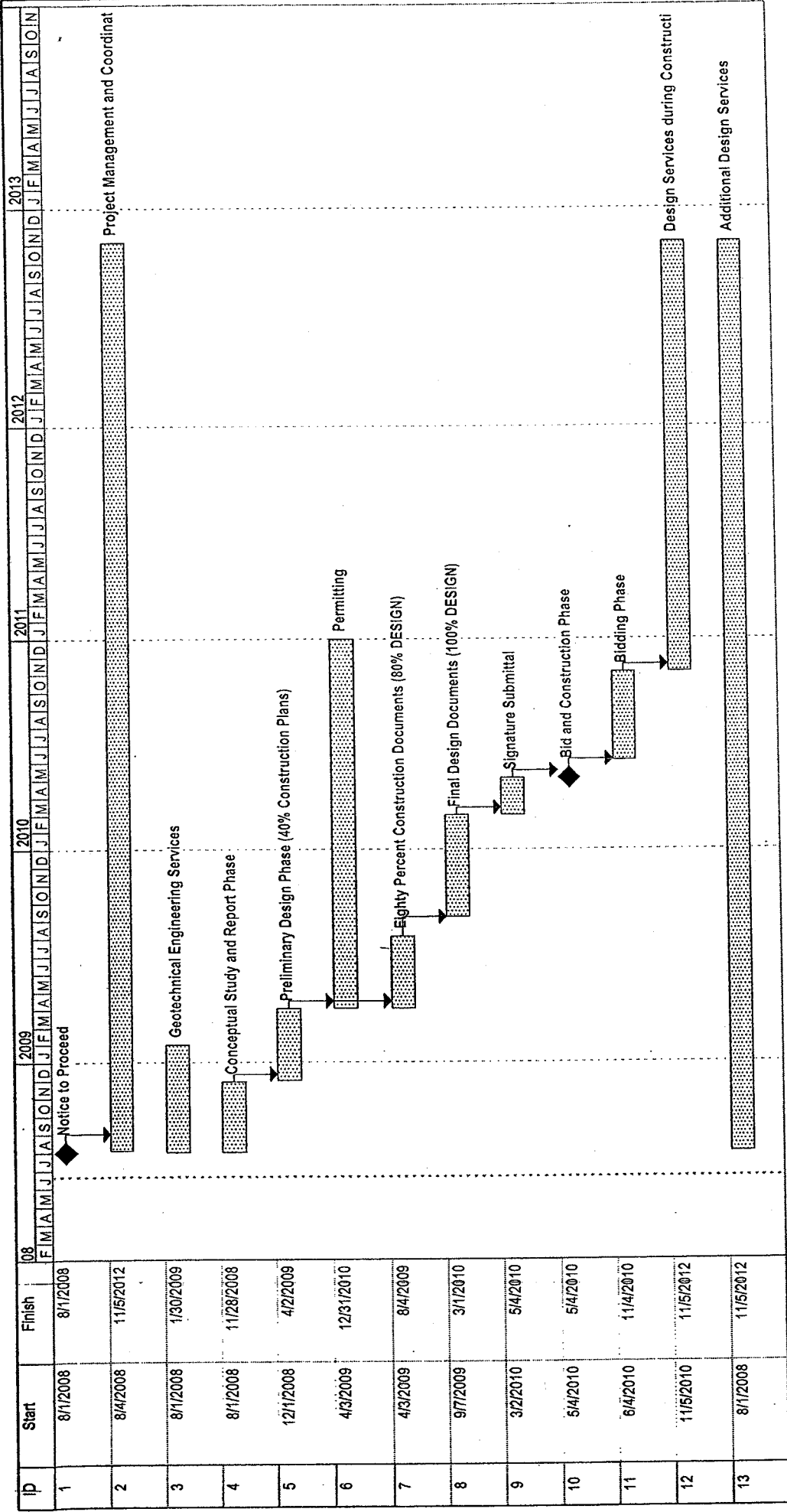
**TASK 13 ADDITIONAL DESIGN SERVICES:**

Task 13.....\$ 700,000 (Not to Exceed)

**PROJECT TOTAL** \$ 4,987,768

# EXHIBIT "E"

## Schedule of Work



ID	Start	Finish	08	2009	2010	2011	2012	2013
1	8/1/2008	8/1/2008	F	M	A	M	J	J
2	8/4/2008	11/5/2012						
3	8/1/2008	1/30/2009						
4	8/1/2008	11/28/2008						
5	12/1/2008	4/2/2009						
6	4/3/2009	12/3/2010						
7	4/3/2009	8/4/2009						
8	9/7/2009	3/1/2010						
9	3/2/2010	5/4/2010						
10	5/4/2010	5/4/2010						
11	6/4/2010	11/4/2010						
12	11/5/2010	11/5/2012						
13	8/1/2008	11/5/2012						

Task  
 Progress  
 Milestone  
 Summary  
 Rollover Task  
 Rollover Milestone  
 Rollover Progress  
 Split  
 External Tasks  
 Project Summary  
 Group By Summary  
 Deadline

Project: Sampson Way Roadway Impr  
 Date: 6/19/2008  
 Page 1

# EXHIBIT "F"

## Form of Invoice for Consultant

**Company Name & Logo  
Address**

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

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

Project Title:  
Agreement No.:  
Directive No.:

Consultant Contact:  
Telephone:

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!	\$ -	\$ -	\$ -	\$ -
	<b>GRAND TOTAL</b>		\$ -	\$ -	#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

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.

# EXHIBIT "H"

## General, Automobile, and Workers Compensation Insurance Forms

**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> <hr/> <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"/> _____						
<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"/> _____																				
<table style="width: 100%; border: none;"> <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>From</td> <td></td> <td><input type="checkbox"/> Deductible \$ _____</td> </tr> <tr> <td></td> <td>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><input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence</td> <td></td> <td><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	Other Conditions: _____
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																		

<b>Named Insured and Address</b>			
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>		
<p>Type of Coverage</p>	<p>Limits of Liability</p> <p style="text-align: center;">From _____</p> <p style="text-align: center;">To _____</p> <p style="text-align: center;"><input type="checkbox"/> Per Claim    <input type="checkbox"/> Per Occurrence</p>	<p>Policy Period</p> <p style="text-align: center;">From _____</p> <p style="text-align: center;">To _____</p> <p style="text-align: center;"><input type="checkbox"/> Per Claim    <input type="checkbox"/> Per Occurrence</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

**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><input type="checkbox"/> Broad Form All States Endorsement</p> <p><input type="checkbox"/> Voluntary Compensation Endorsement</p> <p><input type="checkbox"/> United States Longshoremen and Harbor Workers Compensation Act</p> <p><input type="checkbox"/> Jones Act</p> <p><input type="checkbox"/> Other Continental Shelf Endorsement</p> <p><input type="checkbox"/> Waiver of Subrogation</p> <p><input type="checkbox"/> _____</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

# 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>
--	--

Type of Coverage	Limits of Liability	Policy Period	
<i>Professional Liability</i>	From _____ To _____		<input type="checkbox"/> Deductible \$ _____ <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

# EXHIBIT "K"

## City Business Tax Registration

## **BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER**

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

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

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

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

	<b>MAIN OFFICE</b>	
LA City Hall	201 N. Main Street, Rm. 101	(213) 626-9271
	<b>BRANCH OFFICES</b>	
Van Nuys Civic Center	14401 Erwin Mall	(818) 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

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

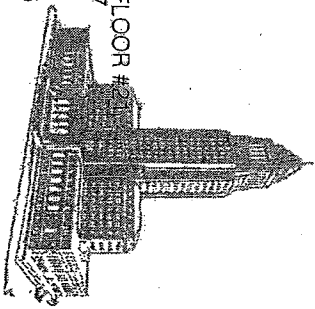
### CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED  
BUSINESS TAX

ISSUED: 8/11/2007

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000427374-0002-1	L049	Professions/Occupations	08/01/2001	Active

CH2M HILL INC  
CH2M HILL  
1000 WILSHIRE BOULEVARD FLOOR #  
LOS ANGELES, CA 90017-2457  
9191 S JAMAICA STREET  
ENGLEWOOD, CO 80112-5946



ISSUED BY:  
*D. Christensen*  
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS  
FORM 2000 (rev. 6/07) P. O. BOX 53200, LOS ANGELES CA 90053-0200  
IMPORTANT - READ REVERSE SIDE

# EXHIBIT "L"

## Small Business Development Program

## EXHIBIT \_\_\_\_\_

### 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 \_\_\_\_%. 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*.

## Contract Description Form

### PRIME CONTRACTOR

Contract #: TBD Award Date: TBD Contract Term: TBD  
Contract Title: Sampson Way Roadway Improvements Project  
Planning, Engineering, Architectural, and Landscaping Design Services  
Business Name: CH2M HILL, Inc. Award Total: \$ \_\_\_\_\_  
Owners Ethnicity: N/A Gender: N/A Group: (Circle One) MBE WBE OBE SBE  
Address: 1000 Wilshire Boulevard, 21<sup>st</sup> Floor  
City/State/Zip: Los Angeles, CA 90017  
Telephone: (213) 538-1388 Fax: (213) 538-1399  
Contact Person: Juan Carlos Velasquez, PE

### SUBCONTRACTOR

Business Name: Abratique & Associates, Inc. Award Total: \$ \_\_\_\_\_  
Services to be Provided: Signing / Striping  
Owners Ethnicity: Asian Gender: M Group: (Circle One) MBE WBE OBE SBE  
Address: 3600 Wilshire Boulevard, Suite 910  
City/State/Zip: Los Angeles, CA 90010  
Telephone: (213) 251-5960 Fax: (213) 251-5966  
Contact Person: Efren R. Abratique, PE

### SUBCONTRACTOR

Business Name: David Evans and Associates, Inc. Award Total: \$ \_\_\_\_\_  
Services to be Provided: Rail / Track and Landscape Support  
Owners Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Group: (Circle One) MBE WBE OBE SBE  
Address: 9635 Granite Ridge Drive, Suite 300  
City/State/Zip: San Diego, CA 92123  
Telephone: (858) 614-4360 Fax: (858) 614-4366  
Contact Person: Siegfried Fassmann, PE

### SUBCONTRACTOR

Business Name: Diaz Yourman & Associates Award Total: \$ \_\_\_\_\_  
Services to be Provided: Geotechnical  
Owners Ethnicity: Hispanic Gender: Male Group: (Circle One) MBE WBE OBE SBE  
Address: 1616 E. 17<sup>th</sup> Street  
City/State/Zip: Santa Ana, CA 92705  
Telephone: (714) 245-2920 Fax: (714) 245-2950  
Contact Person: Allen M. Yourman, Jr.

**SUBCONTRACTOR**

Business Name: Elcon Associates, Inc. Award Total: \$

Services to be Provided: Traction Electrification System

Owners Ethnicity: Asian Indian Gender: M Group: (Circle One)  MBE  WBE  OBE  SBE

Address: 12670 MW Barmes Road

City/State/Zip: Portland, OR 97229

Telephone: (503) 644-2490 Fax: (503) 644-2911

Contact Person: Ron Clark

**SUBCONTRACTOR**

Business Name: Lighting Design Alliance Award Total: \$

Services to be Provided: Area Lighting Design

Owners Ethnicity: Gender: Group: (Circle One)  MBE  WBE  OBE  SBE

Address: 1234 East Burnett Street

City/State/Zip: Signal Hill, CA 90755-3510

Telephone: (562) 989-3843 Fax: (562) 989-3847

Contact Person: Lisa A. Israel

**SUBCONTRACTOR**

Business Name: MARRS Services, Inc. Award Total: \$

Services to be Provided: Utilities

Owners Ethnicity: Subcontinent Asian American Gender: F Group: (Circle One)  MBE  WBE  OBE  SBE

Address: 13360 E. Firestone Blvd., A2

City/State/Zip: Santa Fe Springs, CA 90670

Telephone: (562) 407-1094 Fax: (562) 926-4601

Contact Person: Rubina Chaudhary, MBA, President

**SUBCONTRACTOR**

Business Name: Merry Norris Contemporary Art Award Total: \$

Services to be Provided: Public Art

Owners Ethnicity: Gender: Group: (Circle One)  MBE  WBE  OBE  SBE

Address: 1473 Oriole Drive SBE In Process

City/State/Zip: Los Angeles, CA 90069

Telephone: (310) 276-6406 Fax: (310) 276-7087

Contact Person: Merry Norris

**SUBCONTRACTOR**

**Business Name:** Mia Lehrer + Associates **Award Total:** \$  
**Services to be Provided:** Landscape Architecture  
**Owners Ethnicity:** Hispanic **Gender:** F **Group: (Circle One)** MBE WBE OBE SBE  
**Address:** 3780 Wilshire Boulevard, Suite 1100 **SBE In Process**  
**City/State/Zip:** Los Angeles, CA 90010  
**Telephone:** (213) 384-3844 **Fax:** (213) 384-3833  
**Contact Person:** Miriam "Mia" Gutfreund Lehrer

**SUBCONTRACTOR**

**Business Name:** Pacific Railway Enterprises, Inc. **Award Total:** \$  
**Services to be Provided:** Rail Signals  
**Owners Ethnicity:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **Group: (Circle One)** MBE WBE OBE SBE  
**Address:** 3560 University Avenue, Suite F  
**City/State/Zip:** Riverside, CA 92501  
**Telephone:** (951) 784-4630 **Fax:** (951) 784-4635  
**Contact Person:** James Hirsch

**SUBCONTRACTOR**

**Business Name:** Paragon Partners, Ltd. **Award Total:** \$  
**Services to be Provided:** Right-of-Way  
**Owners Ethnicity:** Caucasian **Gender:** F **Group: (Circle One)** MBE WBE OBE SBE  
**Address:** 5762 Bolsa Avenue, Suite 201  
**City/State/Zip:** Huntington Beach, CA 92649  
**Telephone:** (714) 379-3376 **Fax:** (714) 373-1234  
**Contact Person:** Jim Rushing

**SUBCONTRACTOR**

**Business Name:** Railway Preservation Resources **Award Total:** \$  
**Services to be Provided:** Senior Port Advisor-Red Car  
**Owners Ethnicity:** Caucasian **Gender:** M **Group: (Circle One)** MBE WBE OBE SBE  
**Address:** 4226 Esteban Road **SBE In Process**  
**City/State/Zip:** Woodland Hills, CA 91364  
**Telephone:** (818) 704-5671 **Fax:** (818) 999-3011  
**Contact Person:** John Smatlak

**SUBCONTRACTOR**

**Business Name:** Selbert Perkins Design **Award Total:** \$ \_\_\_\_\_  
**Services to be Provided:** Signage and wayfinding design  
**Owners Ethnicity:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **Group: (Circle One)** MBE WBE OBE **(SBE)**  
**Address:** 200 Culver Boulevard  
**City/State/Zip:** Playa del Rey, CA 90293  
**Telephone:** (310) 822-5223 **Fax:** (310) 822-5203  
**Contact Person:** Nancy Martinez

**SUBCONTRACTOR**

**Business Name:** Wilson & Company **Award Total:** \$ \_\_\_\_\_  
**Services to be Provided:** Architecture  
**Owners Ethnicity:** Caucasian **Gender:** M **Group: (Circle One)** MBE WBE **(OBE)** SBE  
**Address:** 701 B Street, Suite 1220  
**City/State/Zip:** San Diego, CA 92101  
**Telephone:** (619) 330-5200 **Fax:** (619) 330-5201  
**Contact Person:** Mark Peterson

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

Abratique & Associates, 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:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- \* An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature [Signature]  
Printed Name Efren R. Abratique

Title President  
Date Signed 2-13-08

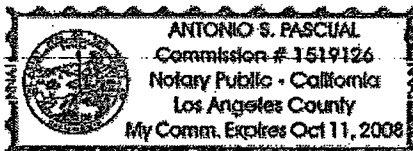
NOTARY

On this 13<sup>th</sup> day of FEB, 2008, before me appeared

EFREN R. ABRATIQUÉ to me personally known, who being duly sworn, did execute the  
Name  
foregoing affidavit, and did state that he/she was properly authorized by Abratique & Associates, Inc.  
Name of Firm  
to execute the affidavit and did so act and deed.

SEAL

Notary Public [Signature]



Commission Expires Oct 11, 2008

3600 WILSHIRE Blvd.  
STE 502 LA., Ca. 90010

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 David Evans and Associates, 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

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(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
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(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature [Handwritten Signature] Title Vice President, Regional Transit Director
Printed Name Siegfried Fassmann, P.E. Date Signed 02/13/2008

NOTARY

On this \_\_\_ day of \_\_\_ 20\_\_\_, before me appeared
Name
to me personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he/she was properly authorized by
Name of Firm
to execute the affidavit and did so act and deed.

SEAL

Notary Public
Commission Expires

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On 2/13/2008 before me, JON L. WHITAKER NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared SIGFRIED FASSMANN

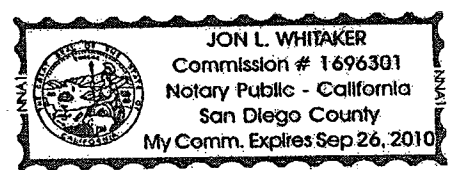
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

AFFIDAVIT  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 1 Document Date 2/13/2008

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS FORM**  
 Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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

Diaz•Yourman & Associates (DYA)

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide 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.
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(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(3) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature Allen M. Yourman, Jr.

Title Principal

Printed Name Allen M. Yourman, Jr.

Date Signed February 12, 2008

NOTARY

See attached

On this day of , 20 , before me appeared to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by

Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public

Commission Expires

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this

12<sup>th</sup> day of February, 2008, by  
Date Month Year

(1) Allen M. Younman, Jr.  
Name of Signer

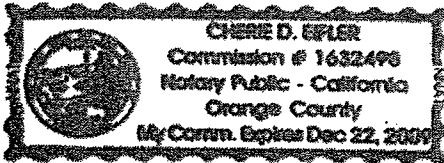
proved to me on the basis of satisfactory evidence  
be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
be the person who appeared before me.)

Signature Cherie D. Eifler  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

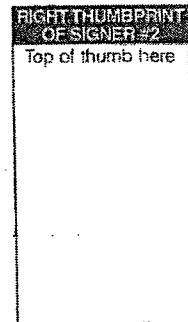
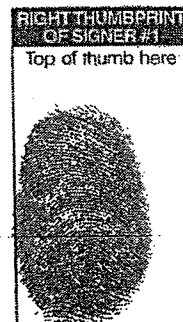
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Affidavit

Document Date: Feb. 12, 2008 Number of Pages: 1

Signer(s) Other Than Named Above: None



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

Elcon Associates, 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.

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- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

▪ An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature *Kinh Pham*

Title Vice President

Printed Name Kinh Pham, PE

Date Signed February 11, 2008

NOTARY

On this 11th day of February 2008, before me appeared

Kinh Pham, PE to me personally known, who being duly sworn, did execute the  
Name

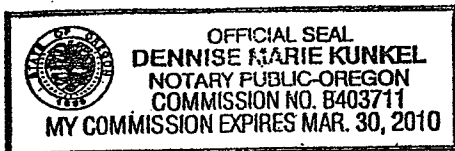
foregoing affidavit, and did state that he/she was properly authorized by Elcon Associates, Inc.  
Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public *Dennise Marie Kunkel*

Commission Expires *March 30, 2010*



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

Lighting Design Alliance, 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

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  - 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 *Lisa A. Israel*  
Printed Name Lisa A. Israel

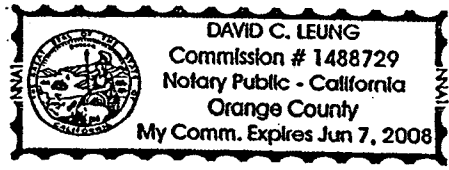
Title Corporate Secretary  
Date Signed 5/12/08

NOTARY

On this 12<sup>th</sup> day of May, 2008, before me appeared Lisa A. Israel *Proved to me on the basis of Satisfactory Evidence to me personally known, who being duly sworn, did execute the*  
Name  
foregoing affidavit, and did state that he/she was properly authorized by Lighting Design Alliance, Inc.  
Name of Firm  
to execute the affidavit and did so act and deed.

SEAL

Notary Public *David C. Leung*  
Commission Expires 6/7/08



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

MARRS Services, 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

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Signature Rubina Chaudhary

Title President

Printed Name Rubina Chaudhary, MBA

Date Signed February 8, 2008

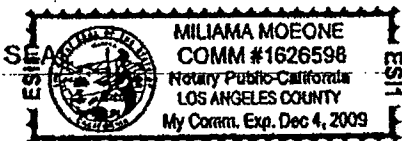
NOTARY

On this 8th day of February 2008, before me appeared

Rubina Chaudhary, MBA to me personally known, who being duly sworn, did execute the Name

foregoing affidavit, and did state that he/she was properly authorized by MARRS Services, Inc. Name of Firm

to execute the affidavit and did so act and deed.



Notary Public Miliana Moeone

Commission Expires 12-4-2009

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

Merry Norris Contemporary Art  
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

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  - 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 Merry Norris  
Printed Name Merry Norris

Title Owner / Principal  
Date Signed June 2, 2008

NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_ to me personally known, who being duly sworn, did execute the  
Name

foregoing affidavit, and did state that he/she was properly authorized by

\_\_\_\_\_ Name of Firm

to execute the affidavit and did so act and deed.

SEE ATTACHED  
NOTARIAL  
CERTIFICATE

SEAL

Notary Public \_\_\_\_\_

Commission Expires 11/29/2010

# Jurat

State of California

County of Los Angeles

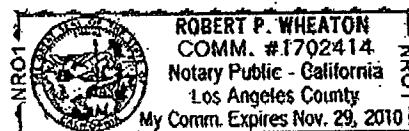
Subscribed and sworn to (or affirmed) before me on this 2nd day of June

2008 by Merry Norris

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Robert P. Wheaton  
Signature

(Notary seal)



## OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2006 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

### DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 6/2/08

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ✦ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

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

Mia Lehrer + Associates  
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."

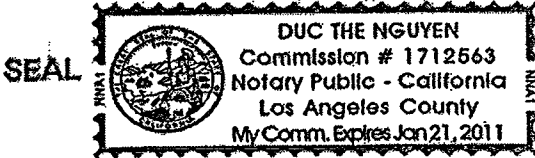
Please indicate the ownership of your company:  SBE  MBE  WBE  OBE

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- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature *Esther Margulies* Title Partner  
Printed Name Esther Margulies Date Signed 02/11/08

NOTARY

On this 11 day of February 20 08, before me appeared ESTHER MARGULIES to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by MIA LEHRER + ASSOCIATES Name of Firm to execute the affidavit and did so act and deed.



Notary Public *Duc The Nguyen*  
Commission Expires Jan. 21, 2011

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

PACIFIC RAILWAY ENTERPRISES, 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

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Signature Cathy L. Hirsch Title PRESIDENT  
 Printed Name CATHY L. HIRSCH Date Signed 2-12-08

NOTARY

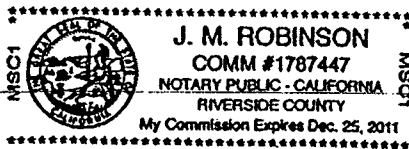
On this 12<sup>th</sup> day of February 20 08, before me appeared

Cathy L. Hirsch to me personally known, who being duly sworn, did execute the  
 Name  
 foregoing affidavit, and did state that he/she was properly authorized by Pacific Railway Enterprises, Inc.  
 Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public J. M. Robinson  
 Commission Expires 12/25/11



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

Paragon Partners Ltd.

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."

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- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature [Handwritten Signature]

Title Vice President

Printed Name Joel Sewell

Date Signed June 3, 2008

NOTARY

On this 3rd day of June, 2008, before me appeared

Joel Sewell to me personally known, who being duly sworn, did execute the  
Name

foregoing affidavit, and did state that he/she was properly authorized by Paragon Partners Ltd.

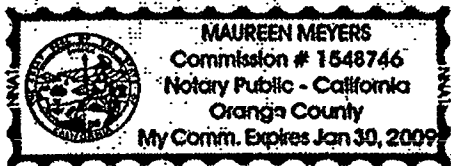
Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public Maureen Meyers

Commission Expires January 30, 2009



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

Railway Preservation Resources 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.\*

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Signature

*[Handwritten Signature]*

Title

President

Printed Name

John Smatlak

Date Signed

5-20-08

NOTARY

On this

day of

See Attachment

20

before me appeared

\_\_\_\_\_ to me personally known, who being duly sworn, did execute the  
Name

foregoing affidavit, and did state that he/she was properly authorized by \_\_\_\_\_

Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

State of California

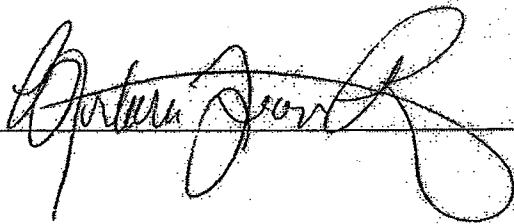
County of Los Angeles } SS.

On May 20, 2008 before me, Barbara Jean Robles, Notary Public, personally appeared John Smatlak, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

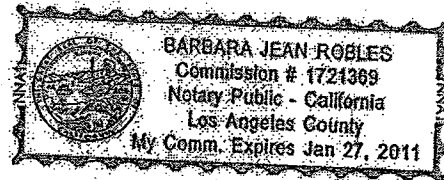
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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

SELBERT PERKINS DESIGN

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."

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Signature Nancy R. Martinez

Title Principal, Business Development

Printed Name NANCY MARTINEZ

Date Signed 5/30/08

NOTARY

On this 5/30/2008 day of MAY 20 08, before me appeared

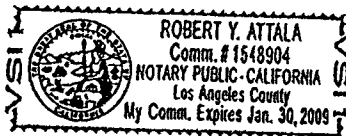
NANCY MARTINEZ to me personally known, who being duly sworn, did execute the Name

foregoing affidavit, and did state that he/she was properly authorized by SELBERT PERKINS DESIGN Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public [Signature]  
Commission Expires 1-30-2009



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

WILSON & COMPANY

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.

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Signature

*[Handwritten Signature]*

Title

TRANSPORTATION GROUP DIRECTOR

Printed Name

MARK E. PETERSON

Date Signed

JUNE 4, 2008

NOTARY

On this 4th day of June, 2008, before me appeared

Babak Navabi

Name

to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by

Wilson and company

Name of Firm

to execute the affidavit and did so act and deed.

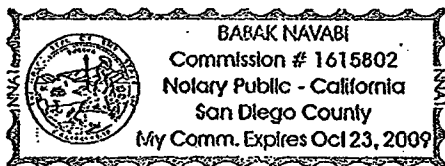
SEAL

Notary Public

*[Handwritten Signature]*

Commission Expires

07/23/2009



# 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.