

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

**AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
AECOM**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and AECOM, a Delaware corporation, ("Consultant"), 999 Town & Country Road, Orange, California 92868.

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including the preparation of studies, preliminary plans, specifications and estimates, and environmental documents as described in Sections 1.1 and 2 of Exhibit "A" hereto ("Project"), which preliminary plans, specifications and estimates hereinafter shall be referred to as "Preliminary PS&Es;" and

WHEREAS, Consultant is an organization that provides services, including, but not limited to, those services required by the City such as preparing required studies for improvements on Caltrans' property (State of California Highway System) and, by virtue of training and experience, is well-qualified to provide such services to the City; and

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

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

1. Incorporation of Recitals.

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

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Section 3 of Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work." Among other things, Section 3 of Exhibit "A" breaks down the Scope of Work into individual tasks (Tasks 1-5) and, in some cases, further breaks down such tasks into subtasks (e.g., Tasks 1.1, 2.1, etc.) which hereinafter shall be referred to generically as "Tasks" and "Subtasks." The aggregate of all Tasks and, as applicable, Subtasks, comprises the Scope of Work.

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

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

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

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

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

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Engineer, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted and whom are listed on Exhibit "K" (see Section 13) on the effective date of this Agreement, or whom Engineer may subsequently approve in writing ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Engineer's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant's performance of the Scope of Work shall adhere in all respects to the schedule set forth in Exhibit "D" hereto and to the scheduling requirements, if any, set forth in a Directive.

2.6 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely

responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

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

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

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

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

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

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

2.13 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Engineer. Time is of the essence in the

performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in Exhibit "D" shall entitle City to have services completed by others, shall obligate Consultant to pay City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in Exhibit "D" shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

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

3.2 City's Harbor Department shall provide all necessary copies and prints of the Final PSEs for bid advertisement and construction.

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

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

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

4. Effective Date and Term.

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

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

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

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

c. Three (3) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

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

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

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Nine Hundred Ninety-Nine Thousand Dollars (\$999,000) to be paid as specified in Exhibit "E." If Exhibit "E" allocates a specific amount to the performance of a Task or Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask.

5.2 Compensation payable under this Agreement includes payment for all labor, travel, per diem, fringe benefits, general and administrative expenses, overhead, profit, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses"). As such, Consultant shall not be entitled to separate reimbursement of Expenses under this Agreement. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "E" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee (Tasks 1-4) and (2) time and materials (Task 5) as may be more particularly specified in Exhibit "E" and Exhibit "F."

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

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

5.3 Consultant may not increase the rates set forth in this Agreement by any amount.

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

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

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has

not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(signed)

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

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

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

For payment and processing, all invoices shall be mailed to the following address:

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

## 6. Recordkeeping and Audit Rights.

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

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b)

prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

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

8. Business Tax Registration Certificate.

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

9. Indemnity and Insurance.

9.1 Indemnification

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

## 9.2 Indemnification for Design Professional Services

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

## 9.3 Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

## 9.4 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.5 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an

insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

#### 9.6 Workers' Compensation and Employer's Liability

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

#### 9.7 Professional Liability Insurance

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

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

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

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

## 9.8 Carrier Requirements

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

## 9.9 Notice of Cancellation

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

## 9.10 Modification of Coverage

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

## 9.11 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

## 9.12 Right to Self-Insure

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

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

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

#### 9.13 Accident Reports

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

#### 10. Personal Services Agreement.

10.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

12. Affirmative Action.

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

13. Small/Very Small Business Enterprise Program and Local Business Preference Program.

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

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

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

14. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

15. Compliance with Applicable Laws.

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

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Engineer in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims

whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

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

19. City's Disclosure Obligations.

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

20. Notices.

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

21. Taxpayer Identification Number ("TIN").

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

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

Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

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

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

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. Equal Benefits Policy.

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

25. Compliance With Los Angeles City Charter Section 470(c)(12).

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

## Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

### 26. 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.

### 27. Construction of Agreement.

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

### 28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or

describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

29. Modification in Writing.

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

30. Waiver.

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

31. Governing Law.

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

32. Severability.

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

33. Jurisdiction.

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

34. Integrated Agreement.

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

representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

35. Exhibits; Sections.

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

36. Counterparts.

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

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

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

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

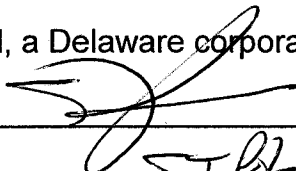
By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

**CONSULTANT**

AECOM, a Delaware corporation

Date: 11-19-2015

By: \_\_\_\_\_  


Name: ST Rodriguez

Title: Sr. Vice President

Attest: Nancy Fisher

Name: Daryl Fisher

Title: Project Manager Assistant

[signatures continued on next page]

APPROVED AS TO FORM AND LEGALITY

11-19, 2015  
 MICHAEL N. FEUER, City Attorney  
 Janna B. Sidley, General Counsel

By *Estelle M. Braaf*  
 Estelle M. Braaf, Deputy

Account #	54220	W.O. #	2533400
Ctr/Div #	1172	Job Fac. #	635-000
Proj/Prog #	000		
Budget FY: Amount:			
	15-16	\$	77,442
	16-17	\$	300,000
	17-18	\$	150,000
	18-19	\$	26,358
	<b>TOTAL</b>		<b>\$553,800</b>
For Acct/Budget Div. Use Only:			
Verified by:	<u><i>Julie Yanco</i></u>		
Verified Funds Available:	<u><i>Julie</i></u>		
Date Approved:	<u>11/19/2015</u>		

Account #	54260	W.O. #	2533400
Ctr/Div #	1172	Job Fac. #	635-000
Proj/Prog #	000		
Budget FY: Amount:			
	15-16	\$	0
	16-17	\$	120,200
	17-18	\$	300,000
	18-19	\$	25,000
	<b>TOTAL</b>		<b>\$445,200</b>
	<b>Agreement</b>		
	<b>TOTAL</b>		<b>\$999,000</b>
For Acct/Budget Div. Use Only:			
Verified by:	<u><i>Julie Yanco</i></u>		
Verified Funds Available:	<u><i>Julie</i></u>		
Date Approved:	<u>11/19/2015</u>		

## 1. INTRODUCTION

### 1.1 Brief Overview of the Project

The project proposes to relocate the existing Westbound SR-47 off-ramp at Harbor Boulevard to the intersection of Knoll Drive and Front Street. This proposed new off-ramp will improve the level of service of the interchange and improve existing non-standard weaving, merging and sight distance conditions.

Currently, westbound SR-47 traffic and southbound I-110 traffic exit at Harbor Boulevard, creating safety and operational issues due to significant weaving as traffic approaches the intersection. In addition, the existing merging distance for Eastbound SR-47 on-ramp traffic travelling from Harbor Boulevard to the Vincent Thomas Bridge creates a safety issue due to inadequate sight and merging distances.

### 1.2 The Port of Los Angeles

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

The Port of Los Angeles encompasses 7,500 acres, covers 43 miles of waterfront and features 24 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 165 million metric revenue tons of cargo annually. In 2013, the Port moved 7.9 million TEUs, maintaining its rank as the number one container port in the United States.

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

## 2. PROJECT DESCRIPTION

### 2.1 Project Goals and Objectives

The proposed project is illustrated in Attachment 1, and entails the following:

- Removal of the existing westbound (WB) SR 47/Vincent Thomas Bridge off-ramp (south of the Vincent Thomas Bridge) with Harbor Boulevard;
- Construction of new WB SR 47/Vincent Thomas Bridge off-ramp (north of the Vincent Thomas Bridge) with Front Street; including a new and/or modified signal at the

intersection of Front Street and Knoll Drive (directly opposite West Basin Container Terminal Entrance):

- New ramp is currently envisioned to be constructed entirely on fill material and retaining walls, tying into the existing off-ramp abutment that extends from the Vincent Thomas Bridge;
  - One alternative shall be prepared whereby the existing POLA owned railroad is abandoned and removed.
  - One alternative shall be prepared whereby the existing POLA owned railroad remains in place.
  - No alternative shall be prepared that requires modification of the Vincent Thomas Bridge structure.
- Realignment of Knoll Drive (south) at intersection with Front Street at Knoll Drive; reversal of one-way direction of Knoll Drive (inbound at southerly driveway and outbound at northerly driveway);
  - Realignment of existing eastbound (EB) SR 47/Vincent Thomas Bridge on-ramp (south of the Vincent Thomas Bridge) from Harbor Boulevard further to the west to increase EB merge length on the bridge approach; this realigned ramp would be entirely on fill and retaining walls;
  - Reconfiguration of existing public dog park;
  - Reconfiguration of existing Port police dog training area;
  - Minor reconfiguration of existing Port Police Cruise Terminal Truck Inspection facility (located adjacent to Harbor Department police dog training area); and
  - Preservation/protection of existing sewer pump station.

**Project Need:**

Currently, westbound SR-47 traffic and southbound I-110 traffic exit at Harbor Boulevard. This creates safety and operational issues due to significant weaving as traffic approaches the intersection. Nonstandard weaving exists as merging traffic approaches the intersection from both the Westbound SR-47 off ramp and the Southbound I-110 off ramp. Nonstandard merging also exists on the Eastbound SR-47 on-ramp from Harbor Boulevard as traffic approaches the Vincent Thomas Bridge. Traffic routinely backs up onto both off-ramps during the peak period as a result of the two freeways (I-110 & SR-47) terminating at the same point. We anticipate the traffic back up will increase and greatly reduce the operational efficiency of the interchange with the projected future background growth and the development of the Waterfront Project.

To mitigate this operational deficiency, the Harbor Department proposes to relocate the existing Westbound SR-47 off-ramp north of the Vincent Thomas Bridge and opposite of Knoll Drive at Front Street. Relocating the off-ramp to the north will separate the traffic from both freeways into two different exits (Harbor Boulevard/Swinford Street and Front

Street/Knoll Drive), and thereby allows for efficient movement of traffic through the interchange that is destined to the cruise terminal, Waterfront development and other recreational facilities.

#### Project Purpose:

This project will reduce delay, potential for accidents/non-recurrent congestion, and emissions with the following improvements:

- Eliminates a non-standard weave on the existing off-ramp to Harbor Boulevard as traffic exits via the Westbound SR-47 off ramp and Southbound I-110 off -ramp. New off- ramp configuration will separate truck traffic from passenger vehicle traffic reducing significant delays, upstream ramp queues onto I-110 and SR-47, and accident potential
- Improves operational conditions on the off-ramps and the intersection of Harbor Boulevard from unacceptable to an acceptable Level of Service (LOS) as defined by Caltrans and the City of Los Angeles. The existing condition is expected to further deteriorate as traffic increases in the area with expected increases in port and non-port (Ports O' Call, LA Cruise facility, and San Pedro community) traffic
- Improves a non-standard Eastbound SR-47 on-ramp merge to the Vincent Thomas Bridge from the intersection of Harbor Boulevard.

### **3. PROJECT SCOPE OF WORK**

The following provides details on the principal work elements. The Consultant and the Harbor Department jointly developed the details included herein.

#### **Task 1 - Project Management & Coordination**

The Consultant shall provide state-of-the-art project management services throughout the project. This project management effort shall be provided for the following processes: project initiation, project planning and scheduling, project controls, project execution, and project administration and closing. The Consultant shall deal with the project issues, including but not limited, to project integration, project scope development, project management, cost management, quality assurance and control issues, human resource requirements, project communications, and project risk management. The Consultant shall initiate, plan, execute, direct, control, and administer the project by effectively organizing, staffing, directing, integrating, and coordinating the required project tasks and services. These services shall be performed in a professional fashion as per current project management principles, guidelines, and standards promoted by recognized project management organizations and institutions.

The Consultant shall administer all subconsultant work effort on this project. All

subconsultant requests for information, questions, clarifications, invoices, etc. shall be processed through the Consultant. The Consultant shall provide project management services in conjunction with all other phases, project elements, and tasks covered under the proposed agreement. The Harbor Department will not provide any separate compensation for the performance of project management. All compensation for project management work shall be included in the compensation for the other tasks. This task includes, but not limited to, the following:

### **Task 1.1 - 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 Project Initiation Documents and Project Approval and Environmental Documents phases. This plan shall include a schedule for milestone completion and an estimated hourly breakdown for each task and subtask and costs associated with each task and subtask. The PMP shall be delivered within 30 days of the first Notice to Proceed (NTP).

**Deliverable(s): PMP Plan**

### **Task 1.2 - Quality Control/Quality Assurance Plan**

In conjunction with the PMP, the Consultant shall also prepare a quality control/quality assurance (QC/QA) plan for this project, within 30 days of the first NTP. The QC/QA Plan shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the project development phase for both the Consultant and subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance.

**Deliverable(s): QC/QA Plan**

### **Task 1.3 - Prepare Project Schedule**

The Consultant shall develop a computerized critical path method (CPM) schedule using Microsoft Project. This schedule shall be created in close coordination with the Harbor Department's Project Manager. The initial schedule shall be submitted 30 days after the first NTP. The schedule shall initially focus on Project Initiation Documents, and Project Approval/Environmental Document phase activities, including significant milestones, utility coordination and related tasks, to allow for effective planning, monitoring and reporting throughout the project. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals; and shall provide uniform guidance on planning, scheduling, budgeting, and coordination efforts. Updates to the schedule should coincide with periodic Project Development Team Meetings, where reporting shall take place.

**Deliverable(s): CPM schedules**

### **Task 1.4 - Coordination**

The project will require coordination and approval from Caltrans, the City of Los Angeles, the Harbor Department, the community and various permitting agencies during

the entire project duration. This project will require identification of a number of permits and approvals from other regulatory agencies. The Consultant's studies and design shall meet the requirements of those affected agencies. There will also be coordination with other engineering firms that are preparing development plans in the vicinity. Up to 6 coordination meetings are assumed for the duration of services.

**Deliverable(s): Meetings, Meeting Minutes, Agendas, and Exhibits**

**Task 1.5 - Monthly Progress Status Reports and Schedule Updates**

The Consultant shall prepare monthly progress status reports that will include, but not be limited to, an update to the key milestone delivery schedule and status 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 the Engineering Division. 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 CPM schedule**

**Task 1.6 - Project Development Team (PDT) Meetings**

The Consultant team shall attend periodic 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 notes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting. Up to 12 PDT meetings are assumed for the duration of services.

**Deliverable(s): Meetings, Meeting Minutes, Agendas, and Exhibits**

**Task 1.7 - Cost Estimate**

The Consultant shall compile and prepare the Cost Estimate based on all biddable construction items identified, conforming to Caltrans Project Development Procedures Manual, Chapter 20 "Project Development Cost Estimate". The Consultant shall be required to periodically submit updated cost estimates.

**Deliverable(s): Cost Estimates, as part of the Project Study Report and Project Report**

**TASK 2 - TRANSPORTATION STUDIES**

**Task 2.1 - Traffic Analyses**

The Consultant team shall use the latest Ports of Los Angeles/Long Beach travel demand model for producing traffic projections for both Level of Service (LOS) and simulation analyses. Consultant will use the Port's travel demand model (PortTAM) to produce traffic volumes. The Consultant team shall also use the

Harbor Department's prescribed procedures for post-processing. Consultant shall process traffic counts, prepare PortTAM model runs for three scenarios, and post-process forecasts, as follows:

- Traffic Data Collection – New counts will be conducted for all analyzed locations/facilities. The count locations are depicted in Attachment 3 and described as follows:
  - Location 1 (EB SR47 Entrance/Exit + WB Exit ramps and Harbor Blvd), Location 2 (WB Entrance ramp and Front St), and Location 6 (Weaving area on EB/WB SR47 Exit) – 24-hour, classification counts (conforming to the Port's required vehicle classes) using machine or video methods.
  - Location 3 (Knoll Dr "out" and Front St/West Basin Container Terminal (WBCT) gate driveway), Location 4 (Knoll Dr "in" and Front St), and Location 5 (Pacific Ave and Front St) – using manual turning movement count methods.
  - State Highway mainline segments – data will be collected from Caltrans to obtain the necessary EB and WB SR 47 mainline volumes at the merge and diverge locations for the two off-ramps and on-ramps, in order to conduct the HCM LOS analyses. If the data cannot be obtained, video counts will be conducted at appropriate locations. Caltrans encroachment permits will be procured by the Consultant, with assistance from the Port as necessary.
- Post Processing of Forecasts – Post-processed intersection turn movements for up to five intersections and seven roadway segments will be provided for AM peak hour and PM peak hour.
- Document Assumptions – this entails written assumptions communicated through phone calls and emails with the Harbor Department.
- Given uncertainty with field conditions and data availability, an estimated \$20,000 allowance is assigned to methodology coordination and data compilation subtasks. Costs exceeding this estimate will be covered under Task 5: As Needed Engineering Services.

The scenarios to be analyzed shall include but are not limited to following:

- Existing (Year 2015) No Build Conditions: The PortTAM model (2014 or earlier) will be run to produce post-processing data for all analyzed locations, using the new year 2015 counts.
- Year 2035 No Build; and
- Year 2035 + proposed project (analysis is applicable to both design alternatives).

All locations/facilities will be analyzed using the latest version of the Highway Capacity Manual methodologies, including intersections. Additionally, the following intersections will be analyzed using Synchro, or similar modeling software:

- Existing WB SR 47/Vincent Thomas Bridge off-ramp (south of the Vincent Thomas

- Bridge) and EB SR 47 off-ramp at Harbor Boulevard (signalized intersection);
- Existing WB SR 47 on-ramp at Front Street (uncontrolled intersection);
- Front Street and Knoll Drive/West Basin Container Terminal (WBCT) gate driveway (signalized intersection); existing and horizon year no build conditions; and
- Proposed new WB SR 47/Vincent Thomas Bridge off-ramp (north of the Vincent Thomas Bridge) with Front Street/WBCT gate (signalized intersection); build conditions only for all design alternatives.

Consultant will prepare a microscopic traffic simulation model for the weaving movements on the SR 47 WB and EB exit ramp approaches to Harbor Blvd. Consultant will use the simulation to calculate total and average vehicle delay in the weaving segment for AM and PM peak hours for exiting, horizon year no-build, and horizon year build conditions.

**Deliverable(s): Traffic Counts, Traffic Projections, Level of Service Analysis, and Traffic Simulation Modeling**

**Task 2.2 - Traffic Report**

The Consultant shall prepare a Traffic Report. The report will identify existing and forecasted traffic, collision history, lane configurations, Level of Service, capacity adequacy, and operational analyses, including recommended signal timing analysis, a construction transportation management plan (TMP), such as but not limited to: construction lane closures/traffic handling, detours, and work-hour restrictions.

**Deliverable(s): Draft Traffic Report and Final Traffic Report**

**TASK 3 - PROJECT STUDY REPORT (PSR)**

The Consultant shall obtain project approval with the preparation of a Project Study Report (PSR) per Appendix L of the Caltrans Project Development Procedures Manual which can be viewed at <http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>. The Harbor Department has, or anticipates, securing Caltrans District Director approval to use the PSR format as the Project Initiation Document, in lieu of the PSR-PDS format typically used by local agencies, and authorization from Caltrans for PID preparation.

The report will include, but is not limited to, the following items: vicinity map, project purpose and need, background and project history, right of way, coordination, alternative analysis, costs estimates, project funding summary, project schedule, risk analysis, approved fact sheets and Federal Highway Administration (FHWA) coordination.

To complete Task 3, the following clarifications are included:

Geometric plans will be prepared for one alignment for all roadways. Plans are applicable to the two alternatives under consideration and will have the same horizontal and vertical alignments. One alternative will feature grade separation structures for the existing POLA owned railroad and the other will not. The Harbor Department will provide or affirm clearance requirements for the railroad. Geometric plan development will consist of highway layouts, profiles and superelevation diagrams, and typical sections for the WB exit ramp, WB entrance ramp, the EB entrance ramp, and the EB exit ramp; street layouts and

typical sections for Front Street / Harbor Avenue; and, street layout, profile, and typical section for Knoll Hill Drive. The geometric plans will serve as the basis to assess non-standard design features, support documentation for exceptions to mandatory and advisory design standards, and constitute the preliminary Geometric Approval Drawings (GADs). Geometric plan development will utilize available topographic base mapping and as-built plans the Consultant obtains from previous project studies/designs completed within the study area and publically available GIS-based mapping. No new topographic surveys will be performed.

Initial engineering studies will focus on the physical characteristics of the project area, engineering features, and standards required to develop the project. As such, the following assessments will be addressed in the PSR:

- Potential floodplain impacts – risks to the floodplain are assumed to be low. Floodplain mapping will be reviewed and risk assessments documented.
- Hazardous material information – alternatives are assumed to be moderate-risk due to the potential presence of aeriaily deposited lead (ADL) on highway roadsides and other potential hazardous material within railroad rights of way. An Initial Site Assessment (ISA) will be conducted. Preliminary site investigations (PSI) or detailed site investigations (DSI) will not be conducted. The ISA is assumed to be adequate to estimate capital and support costs for both project initiation and project approval.
- Geotechnical information – alternatives are assumed to be low-risk. Assessments will utilize available data to affirm and document risks and design assumptions. Preliminary materials investigation is limited to field and data review. Subsurface investigations will not be conducted.

Development and documentation of alternatives will demonstrate consistency with project purpose and need, will be cost effective, and will avoid or minimize environmental and right of way impacts. As such, the required subject areas will be analyzed in the following manner in the PSR:

- A Preliminary Environmental Analysis Report (PEAR) will be prepared according to the Caltrans PEAR handbook (January 2009). Technical analysis will be documented in the PEAR. Separate supporting documentation will be prepared as part of the PA/ED process. Assessment of each of the resource areas listed below will entail: 1) literature/database review; 2) project site visit/windshield survey as appropriate; and 3) documentation.
  - Land Use
  - Growth
  - Farmlands/Timberlands
  - Community Impacts
  - Visual Resources
  - Cultural Resources
  - Hydrology and Floodplain
  - Water Quality and Stormwater Runoff
  - Geology, Soils, Seismic, and Topography
  - Paleontology
  - Hazardous Waste/Materials
  - Air Quality

- Noise and Vibration
  - Energy and Climate Change
  - Biological Environment
  - Cumulative Impacts
  - Context Sensitive Solutions
- Identification and documentation of alternatives will involve the following steps and assumptions:
    - A single review meeting will be conducted with Caltrans to satisfy the Interchange Review requirements identified in the Highway Design Manual and the Caltrans Intersection Control Evaluation Policy. In addition to PDT members, the Harbor Department will ensure attendance by the Caltrans Design Coordinator/Reviewer assigned to the District, the District ICE Coordinator, and appropriate District design and operations staff.
    - Documentation will consist of sketch-level layouts to demonstrate a context-sensitive design approach and alternative screening. Evaluations will address safety and mobility for all users and cost effectiveness. Evaluations will utilize traffic analysis prepared in Task 2. No additional traffic analysis will be conducted.
    - Value analysis techniques will be applied. No formal value analysis will be conducted.
  - A structure assessment will be conducted for the POLA railroad grade separations featured in one of the alternatives. Assessments for other existing grade separation structures within the project study area will not be conducted. The assessment will address structure feasibility, consistency with other project features, and provide the basis for capital structure costs. The geometric plans, with annotated structure controls, are assumed sufficient for the assessment. Separate structure drawings and structure alternatives, typical of an advance planning study (APS), will not be prepared.
  - Right of way mapping will be developed to support the right of way estimate. Mapping will rely on available record data and will not be considered sufficient for appraisal.
  - Utility mapping will be developed to support the right of way estimate and to support activities conducted in Task 4. Mapping will rely on available record data.
  - Cost estimates will be developed for the two alternatives commensurate with PSR estimates. Life cycle cost analysis will not be conducted.
  - Ten paper copies (10 unbound) and electronic file versions of the PSR, geometric drawings, right of way analysis, project cost estimate, studies, and calculations (deliverables) shall be furnished for review and comment.
  - Respond to and incorporate all written comments that are received within 30 days of furnishing deliverable, generated by the Harbor Department and Caltrans, into a final PSR and resubmit copies and one set of reproducible documents to the Harbor Department and Caltrans at the conclusion of the PSR.

**Deliverable(s): Caltrans Approved PSR, including PEAR****TASK 4 - PROJECT APPROVAL/ENVIRONMENTAL DOCUMENTATION PHASE (PA/ED)****Task 4.1 - Research of Record Information**

The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the underground improvements and easements, centerline, Right-of-Way (ROW), and private property lines. Right-of-Ways and parent property boundary lines will be plotted based upon record information and coordinated with centerline monuments and digital centerline that will be provided by the Harbor Department (current Front Street "beautification" project).

The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately layout all of the underground improvements and easements, centerline, ROW, and private property lines. It is assumed that up to 9 title reports will be ordered. In addition to 9 title reports, up to 10 Grant Deeds may be needed.

**Deliverable(s): ROW Data Sheet, Title Reports and ROW Map****Task 4.2 - Existing Utilities Research**

The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call the utilities, as necessary, until a written response is received from the utility. The Consultant is responsible to complete and mail the document, and to provide the Harbor Department with a copy. The Harbor Department will be responsible for printing all of the letters on Harbor Department letterhead. The Consultant shall measure the height of the existing overhead utility lines for traffic signal, safety lighting, and street light clearance.

The Consultant shall positively locate all utilities in accordance with Caltrans' policy on High and Low-Risk Utilities. The Consultant shall pothole all of the underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements, such as gas lines, sewer lines, storm drains, or water lines. Potholing for the project may be extensive. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement, with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the Harbor Department after completion of this task. Available potholing information on/along Front Street will be utilized and supplemented with additional potholing data obtained for Harbor Boulevard, POLA railroad rights of way west of Front Street, and modified sections of Knoll Hill Drive. Up to 20 potholes are assumed to supplement available data.

**Deliverable(s): Utility Notification Letters, Potholing, Potholing Data Report, and Utility Conflict Plan**

**Task 4.3 - Storm Water Data Report**

The Consultant shall prepare a Storm Water Data Report consistent with Caltrans' Storm Water Quality Handbook - Project Planning and Design Guide which can be viewed at <http://www.dot.ca.gov/hq/oppd/stormwtr/ppdg/swdr2012/PPDG-May-2012.pdf>.

**Deliverable(s): Draft Storm Water Data Report, Final Storm Water Data Report**

**Task 4.4 – Project Report**

Because the Harbor Department has elected to use the PSR format, instead of the PSR-PDS format, as the PID, several of the engineering documents and approvals are produced and secured during Task 3. The Consultant shall confirm previously prepared engineering studies to support the PA/ED phase. To support the engineering effort, the Consultant will study roadside geological features of the site, advance structures, utilities, drainage, traffic capacity, traffic operations, and traffic management. The Consultant shall prepare the ROW Data Sheet, along with supporting documentation to facilitate review. Caltrans will review and approve the ROW Data Sheet.

As part of the PR development, the Consultant shall prepare composite layouts, utilizing previously prepared geometric layouts. The composite layouts will provide the basis for updated cost estimates, denote major roadside features (wall limits, permanent stormwater treatment facilities, maintenance access). Preliminary right of way requirements for the highway and local street facilities will be updated to reflect proposed environmental and property mitigations and other constraints. The composite layouts shall be submitted to the Harbor Department and Caltrans for review. The Consultant shall conduct a review meeting with the Harbor Department and Caltrans to confirm right of way requirements.

- Ten paper copies (10 unbound) and electronic file versions of the Project Report (PR) (Design Criteria Manual), drawings, project cost estimate, studies and calculations shall be furnished for review and comment.
- Respond to and incorporate all written comments that are received within 30 days of furnishing deliverable, generated by the Harbor Department and Caltrans into a final PR report and resubmit copies and one set of reproducible documents to the Harbor Department and Caltrans at the conclusion of the PR.

**Deliverable(s): Draft Project Report, Caltrans Approved Project Report**

**Task 4.5 - Environmental Documentation (ED)**

An Initial Study-Mitigated Negative Declaration/Routine Environmental Assessment-Finding of No Significant Impact is expected for this project. Caltrans will be the lead agency for the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, in collaboration with the Harbor Department. The Harbor Department will be the "responsible" agency for the CEQA document, and the Board of

Harbor Commissioners will take action on the CEQA document (will "consider") subsequent to Caltrans' certification/approval. The Harbor Department will retain the Consultant to prepare the ED, working with Caltrans. Caltrans will act in a review/approval role pursuant to the NEPA assignment MOU between Caltrans and FHWA dated October 1, 2012.

The Consultant will prepare the necessary technical studies and ED pursuant to CEQA and NEPA, and related requirements for the proposed project, to address, as appropriate, traffic, noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, historic and cultural resources, social and economic changes, parklands and recreational areas, hazardous waste, aerially deposited lead, water quality, energy, and visual effects. The ED and supporting technical studies will be submitted to the Harbor Department and Caltrans, as appropriate, for concurrent review and approval within 30 days. In addition to preparing the environmental documentation, the consultant will also be responsible for CEQA/NEPA public involvement processes and provide technical support during Port of Los Angeles Board of Harbor Commissioners consideration for approval including coordination with Harbor Department staff.

The MND/FONSI can be used to support future permit approvals from federal and state regulatory agencies such as the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the California Coastal Commission (CCC).

Since this project is an interchange modification project, it is assumed that Caltrans (and/or FHWA) will agree that the project has logical termini and independent utility. The project would be usable and a reasonable expenditure even if no additional transportation improvements in the area are made. Additionally, the project would not restrict consideration of alternatives or other reasonably foreseeable transportation improvements.

Caltrans' Standard Environmental Reference (SER): The scope and procedures for preparing the PEAR, environmental technical studies, and the IS/EA for the project is based on the Caltrans' SER as of February 21, 2013 (<http://www.dot.ca.gov/ser/>)

The technical studies described below are based upon the consultant's review of the project site, and experience on similar projects; the final scope of studies will be determined based upon the approved PEAR. The traffic study prepared for the Project Report will be used for the environmental document as well.

Although scoping is not required, the consultant will provide up to 8 hours of support to the Harbor Department and Caltrans to conduct informal consultation with environmental agencies, applicants and the public to define purpose and need, environmental impacts, determine alternative and mitigation, establish permit requirements, and anticipate issues or concerns to both State and federal agencies which may affect the project design, cost, and scheduling.

The consultant will attend one public meeting during circulation.

**Community Impact Assessment:** The consultant understands that no displacements beyond the existing public dog park and the Port police dog training area will be required. Although there are community resources that may be affected by the project, it is anticipated that effects will be minimal. Therefore, impacts to the community

will be covered in the IS/EA.

**Noise Study:** The consultant will prepare a noise study report consistent with the Caltrans Noise Analysis Protocol (May 2011) and Technical Noise Supplement (TeNS) to address traffic noise impacts on land uses located adjacent to the project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future residences in the project vicinity will be included.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative noise-sensitive land uses along SR-47 within the study area. Short-term (15-minute) noise level measurements will be conducted at up to 14 locations with concurrent traffic counts to document the existing noise environment and to calibrate the traffic noise model. Long-term 24-hour noise level measurements will be conducted at one location to identify the peak traffic noise hour. Observations of other noise sources, barriers, terrains, building heights, and other site specific information will be noted during each measurement period.

Short-term noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels ( $L_{max}$ ) and the frequency of occurrence at adjacent noise-sensitive locations. Analysis requirements will be based on the sensitivity of the area and the City of Los Angeles Noise Ordinance specifications.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one Future Build Alternative. Model input data include peak hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. The existing and future traffic conditions will assume either the worst-case traffic condition or the peak-hour traffic volumes provided in the traffic study.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 dBA or more, as required to be feasible, will be evaluated. A reasonable allowance per residence and total reasonable allowance will be calculated for each noise barrier.

**Noise Abatement Decision Report:** The consultant will prepare a NADR, as defined in the Caltrans Noise Analysis Protocol (May 2011). The report will summarize the preliminary reasonableness determination from the noise study report. If there are feasible barriers, the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology) will be provided. The engineer's cost estimate to construct noise barriers, non-acoustical factors related to feasibility will be used for the completion of the NADR. The consultant will prepare the NADR consistent with the District report guidelines

with the best information available.

**Air Quality Analysis Report:** The consultant will prepare an Air Quality Analysis Report to address local and regional impacts on sensitive land uses. The analysis will be prepared in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the South Coast Air Quality Management District's (SCAQMD) rules and regulations. The consultant will evaluate the project's impacts to long-term particulate matter concentrations (PM<sub>2.5</sub> and PM<sub>10</sub>) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for Quantitative Hot-spot Analysis in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas (EPA, November 2013) and the Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, December 2012).

Construction would occur during implementation of the project. Air quality impacts from demolition, grading, and construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), equipment emission factors approved by the EPA (AP-42 Handbooks), horsepower, load factor, and percentage of time in use.

The project is located within a region that is currently in nonattainment for the federal PM<sub>2.5</sub> standard and in attainment/maintenance for the federal PM<sub>10</sub> and CO standards. Therefore, interagency coordination with EPA, Caltrans, and FHWA is required for Transportation Conformity. The consultant will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots. A qualitative PM<sub>2.5</sub> and PM<sub>10</sub> analysis documenting that the project would not violate/exacerbate air quality will be prepared and summarized in a memorandum. If through Interagency Consultation it is determined that the project is a project of air quality concern (POAQC) the consultant will prepare a quantitative particulate matter analysis following EPA's Quantitative Particulate Matter Guidance. This quantitative analysis would be prepared as an optional task under a separate scope and budget.

The air quality analysis will document that the project is included in the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. If the project is not currently programmed in the RTP and FTIP, the Harbor Department should initiate this process with Metro and SCAG.

The project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

In addition to the air quality analysis, the consultant will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for FHWA approval under the NEPA assignment MOU.

**Paleontological Study:** The work approach proposed here follows accepted professional practice, and the guidelines of the Society of Vertebrate Paleontology and the Caltrans Standard Environmental Reference. The consultants preparing and signing these documents have acquired the necessary professional qualifications as required by the approving agencies. Work for this task will be coordinated with work on the cultural

resource assessment for the project.

Based on the existing published and unpublished manuscripts, as well as the records of the Los Angeles County Museum of Natural History, the consultant will conduct a locality search to identify the types of rock units present within the study area, and the potential of these rocks to contain fossil resources. This information will be used to develop a paleontological sensitivity map for the study area denoting any areas with a high paleontological sensitivity. A paleontological survey (pedestrian survey) of the study area will be conducted for the project.

The consultant will develop a stand-alone combined Paleontological Identification Report (PIR) and Paleontological Evaluation Report (PER), which includes discussions on the results of the archival and locality searches and the pedestrian survey, including project mitigation measures. This document will describe the process of assessing paleontological resources and outline steps that may be required to ensure project impacts are mitigated. A Paleontological Mitigation Plan (PMP), Paleontological Mitigation Report (PMR), or a Paleontological Stewardship Summary (PSS) would occur during PS&E and construction.

**Coastal Zone Studies:** The consultant will identify the location of the coastal zone boundary and coastal resources within the project corridor that may be affected by the proposed alternatives under consideration. Utilizing documentation from other technical documents (such as the NES, HPSR, VIA and Hydrology Analysis) will be used as a starting point to assess potential effects on coastal resources protected under the California Coastal Act and federal CZMA. As the California Coastal Commission has delegated their responsibility to the Port of Los Angeles, the consultant will coordinate with the Port of Los Angeles directly regarding the project's potential effects in the coastal zone.

**Jurisdictional Delineation Report:** Qualified biologists will perform a jurisdictional delineation verification for areas under the following types of water-feature jurisdiction: Sections 404 and 401 of the Clean Water Act ("waters of the U.S." including wetlands), Sections 1600 – 1624 of the Fish and Game Code ("Lake or Streambed Alteration Program"), and the Porter-Cologne Water Quality Control Act ("waters of the state"). Clean Water Act CWA jurisdiction will be documented assuming that a preliminary jurisdictional determination will be submitted, requiring concurrence from the USACE. Work will include data sampling for wetlands and completion of Arid West Region Wetland Determination forms and Ordinary High Water Mark (OHWM) data forms, as appropriate.

A jurisdictional delineation report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of permit application and for inclusion as a technical appendix. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the U.S. An estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional area will not be included in this delineation report, but will be included in the NES (MI).

California Department of Fish and Wildlife (CDFW) jurisdictional waters will be delineated in accordance with CDFW guidance. This task does not include regulatory permitting.

**Natural Environment Study – Minimal Impacts:** A Natural Environment Study Minimal Impacts (NES (MI)) will be prepared in accordance with Caltrans guidelines. The NES (MI) will be prepared using the Caltrans prescribed format, available on the Standard Environmental Reference website. Potential effects on endangered species are not anticipated, and a Biological Assessment is not included in the scope of work. The consultant will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 401, 404 (individual or letter of permission) permit, and Section 1602 Agreement (Streambed Alteration Agreement). The consultant will also coordinate with the U.S. Fish and Wildlife Service (USFWS) and CDFW to identify state and federally listed threatened and endangered species potentially in the area. The NES (MI) will identify potential sensitive plant and animal species potentially occurring within a 1-mile radius of the study area. The NES (MI) will include mapping of the general site location, vegetation communities, and any special status wildlife habitat. Observations of the physical setting, conditions and disturbance factors, as well as the results of the field survey will be summarized. All species with special legal or management status that have any reasonable potential to constrain the project will be reviewed.

This task does not anticipate focused surveys for sensitive species.

The consultant will identify applicable permits necessary for implementation of the construction phase of the project. Coordination with USFWS, CDFW, USACE, and RWQCB may be necessary under the guidance of the Caltrans Environmental Planning unit, but application for the required permits is not included in the scope of work.

**Cultural Resources/Section 106 Compliance:** All tasks will be conducted/prepared per the *First Amended Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal-Aid Highway Program in California* (January 2014), and per the guidelines set forth in the State of California Department of Transportation (Caltrans) Standard Environmental Reference (SER) (February 2013). Where the SER has been updated since February 2013, the updated version will be used.

**Records Search:** The consultant will conduct an archaeological and historical records review and literature search through the South Central Coastal Information Center (of the California Historical Resources Information System, located at California State University, Fullerton). The records search includes a 1/2-mile-radius search area around the Area of Potential Effects (APE). The objective of this archival research will be (1) to establish the status and extent of previously recorded sites, surveys, and excavations in and adjacent to the APE; and (2) to note what site types might be expected to occur within the proposed APE based on the existing data from archaeological sites located within 1/2 mile of the APE. All pertinent references will be reviewed and all information will be summarized in the appropriate Caltrans report.

**Native American Consultation:** Per the direction of Caltrans, the consultant will initiate Native American consultation. The consultant will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for the APE. Results of this search will be accompanied by a list of

tribes/groups/individuals with ties to the project area who the NAHC will recommend that consultant contact. The consultant will then contact each party via certified letter, describing the project and inviting comments. Each unanswered letter will be followed by up to two telephone calls and/or emails to ensure each party received the letter and had an opportunity to comment.

**Area of Potential Effects Map:** In consultation with Caltrans, the consultant will develop an APE map on a base map provided by the engineering team. The APE map will depict the existing topography; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices; the APE boundary; a signature block; a legend; and all other Caltrans requirements per the SER. Per Caltrans, the map will be at a preferable scale of 1" = 200'. The map identifies the entire area that is archaeologically and architecturally surveyed for the project. This map will be submitted to Caltrans for approval and signatures.

**Archaeological Field Survey:** The consultant will complete an archaeological field survey of the APE. The purpose of the survey is to identify and document resources that were previously unrecorded, as well as to update existing Department of Parks and Recreation (DPR) forms in accordance with the guidelines established by the State Office of Historic Preservation (OHP). This proposal assumes negative findings for archaeological sites.

**Historic Property Survey Report:** The consultant will prepare a Historic Property Survey Report (HPSR), the cover document for all cultural reports that are required. This report will summarize all, if any, archaeological, architectural, historical, and Native American concerns. It is assumed that the standard HPSR form may be used for this project.

**Historical Resources Evaluation Report:** The consultant will prepare a Historic Resources Evaluation Report (HRER), if necessary, according to current Caltrans SER specifications. The HRER (if completed) will be submitted concurrent with the HPSR and ASR to Caltrans for review.

**Archaeological Survey Report:** The consultant will prepare an Archaeological Survey Report (ASR). This report will be completed to document archaeological findings, regardless of whether they are negative or positive. This report will also include results of the records search and Native American consultation. It is anticipated that archaeological findings will be negative. Therefore, this proposal provides budget for negative findings only.

**Section 4(f) Evaluation:** Available technical and public documents will be reviewed to identify parks, recreation and other resources in the overall project study area that might qualify as Section 4(f) resources (e.g., Knoll Hill Dog Park). Existing and proposed publicly owned parks and recreation areas, trails, public schools, wildlife refuges, and conservation areas in the study area will be mapped on the project base maps. These resources will be identified from existing databases including Thomas Brothers maps, school district web sites, public agency (federal, state, regional, and local) land use plans and websites, and

other generally available data sources. The consultant will identify existing and proposed Section 4(f) resources within 1,000 feet of the project limits. This study area is large enough to ensure identification of Section 4(f) resources that might be affected by direct (take) and/or constructive (indirect) use impacts of the project. The study area for National Register listed and eligible resources will be the Area of Potential Effects (APE) as defined in the Cultural Resources Studies.

A constructive use is determined when the transportation project does not incorporate land from a Section 4(f) resource, but the project's proximity impacts are so severe that the protected activities, features, or attributes that qualify a resource for protection under Section 4(f) are substantially impaired. The Section 4(f) resources in the defined study area/APE will be assessed to determine if any indirect impacts of the build alternative or their design options could potentially result in impacts that would impair the activities, features and/or attributes of those resources.

**Prepare Draft Environmental Document:** The consultant will undertake the following tasks to complete the Draft IS/EA for public distribution.

- **Prepare Administrative Draft IS/EA:** The results of the technical studies will be presented in a Draft IS/EA.
- **Prepare Second Administrative Draft IS/EA:** The consultant will revise the Draft IS/EA based on comments received from the Harbor Department and Caltrans and will submit the revised Draft IS/EA to the Harbor Department and Caltrans for review.

**Circulate Draft Environmental Document:**

- **Prepare IS/EA for Approval to Circulate (One Copy for Signature).** The consultant will revise the Draft IS/EA based on comments received from Caltrans and will prepare one copy of the IS/EA for Caltrans' signature for approval to circulate the document for public review.
- **Public Review.** The consultant will prepare a draft public distribution list based on input from the Harbor Department and Caltrans. The IS/EA will be circulated for public review and submitted to the Office of Planning and Research (OPR) (up to 50 copies) per the distribution list once the list has been approved by the Harbor Department. The consultant will prepare a draft Notice of Availability (NOA) for the Draft IS/EA which will be provided to the Harbor Department for publication. The consultant will prepare for and attend up to three public meetings (Port of Los Angeles Board of Harbor Commissioners, Planning Commission, and City Council). The Harbor Department would be responsible for coordinating a separate public hearing. The Harbor Department will be responsible for all mailing associated with the distribution of the draft environmental document. The Harbor Department will also be responsible for acquiring a court reporter and any translators needed for public meetings.
- **Prepare Draft Response to Comments.** The Draft Response to Comments will be prepared for submittal to the Harbor Department and Caltrans. The consultant will prepare up to 50 responses to substantive comments received for its areas of responsibility and will coordinate with the Harbor Department,

and Caltrans to prepare responses for their respective areas of responsibility. The level of effort for this task assumes a modest amount of public comments on the Draft IS/EA requiring no more than 72 hours of technical staff time and 24 hours of support staff time to prepare draft responses. Should a large quantity of comments be received or highly complex comments that will require additional analysis to response to, then the consultant will estimate the additional budget required to complete this task prior to incurring the actual expense.

**Prepare and Approve Final Environmental Document:**

- Prepare Draft Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI). The consultant will prepare a Draft MND/FONSI, including revisions based on responses to comments received during the public review period for submittal to the Harbor Department and Caltrans for review.
- Prepare Final MND/FONSI. A Final MND/FONSI will be prepared for submittal to Caltrans for review and approval. As part of the process for the Final MND/FONSI, the consultant will provide transmittal of responses to comments for the Harbor Department at least 10 days prior to Caltrans approval for Harbor Department review. prepare response letters to agencies that submitted comments on the Draft IS/EA, prepare and file a Notice of Determination (NOD) (the Harbor Department is responsible for the California Department of Fish and Wildlife [CDFW] filing fee and any County Clerk filing fees), and prepare and publish a Notice of Availability (NOA) of the Final MND/FONSI. The consultant will provide up to 30 copies of the approved MND/FONSI.
- The consultant will draft a Statute of Limitations Notice and Caltrans will publish this notice in the *Federal Register*.

Mitigation Monitoring Program (MMP)/Environmental Commitments Record (ECR). The consultant will prepare a draft and a final MMP/ECR in accordance with CEQA Guidelines Section 15097 and Caltrans' SER for use in ensuring implementation of the mitigation measures for the project. This is included in the final document and will not be submitted as a separate deliverable.

**Deliverable(s):**

**Draft and Final Noise Study Report**  
**Draft and Final Noise Abatement Decision Report**  
**Draft and Final Air Quality Analysis Report**  
**Draft and Final Paleontology Study**  
**Letters/memos documenting coastal zone coordination w/ Harbor Department**  
**Draft and Final Jurisdictional Delineation Report**  
**Draft and Final Natural Environment Study – Minimal Impacts**  
**Draft and Final Area of Potential Effects Map**  
**Draft and Final Historic Property Survey Report (including Archaeological Survey Report and Historical Resources Evaluation Report [if necessary])**  
**Draft and Final Section 4(f) Evaluation**  
**Draft Environmental Document and Approved Environmental Document**



**ATTACHMENT 1**  
**CONCEPTUAL DESIGN DRAWINGS**



**ATTACHMENT 2**  
**METHOD OF COMPENSATION**

**Port of Los Angeles**

#	TASK	COST
1.0	Project Management and Coordination (Lump Sum)	\$ 0
2.0	Transportation Studies (Lump Sum)	\$ 56,620
3.0	Project Study Report (Lump Sum)	\$ 197,180
4.0	Project Approval/Environmental Documentation Phase (Lump Sum)	\$ 445,200
5.0	As Needed Engineering Services (Time and Materials)	\$ 300,000
	<b>TOTAL</b>	<b>\$ 999,000</b>

**ATTACHMENT 3  
TRAFFIC COUNT LOCATIONS**

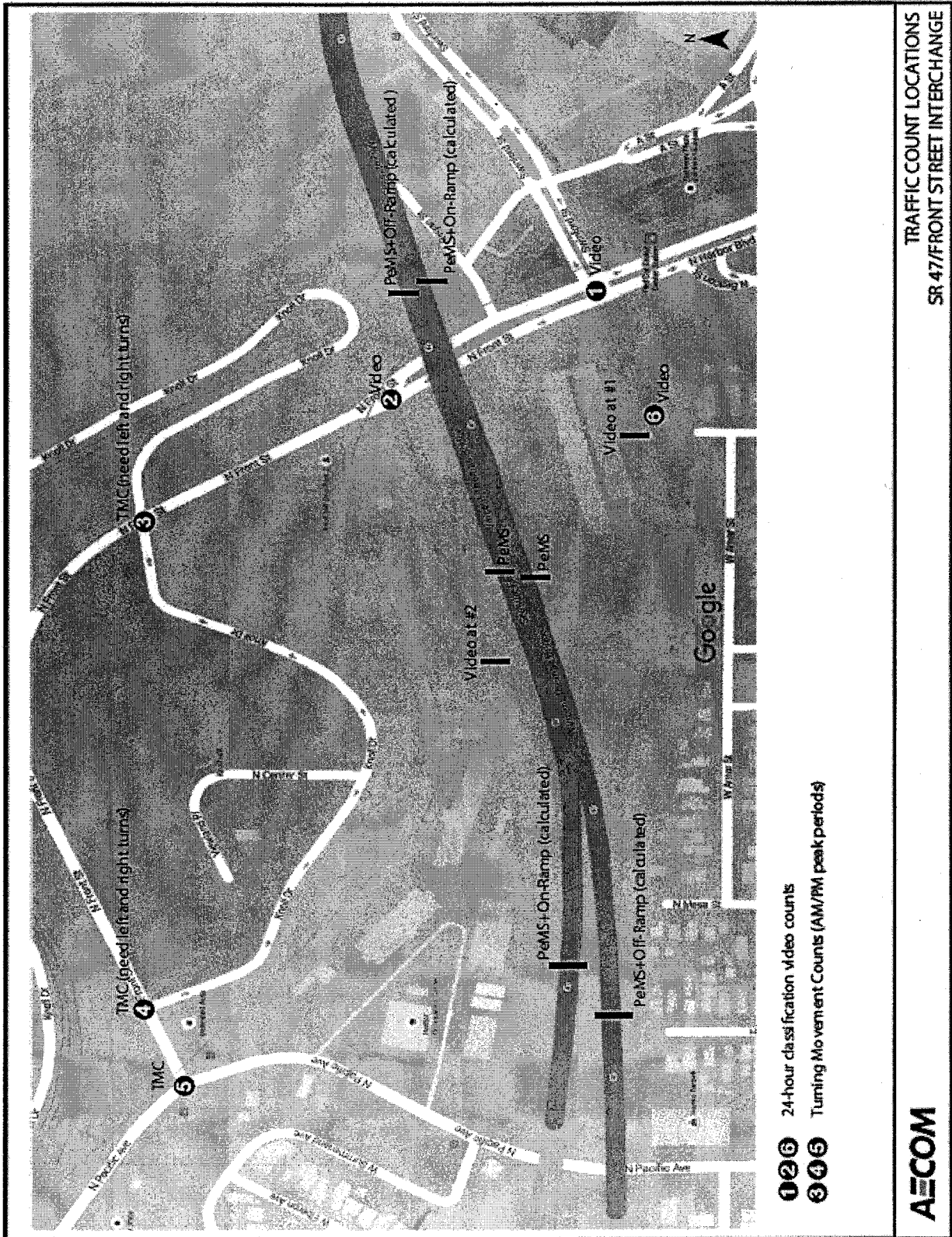


EXHIBIT B

Form of Directive

Date

(Consultant)  
 (Consultant Address)  
 (City, State, Zip Code)

Attn: (Project Manager)

SUBJECT: DIRECTIVE NO. \_\_\_\_\_  
 PROJECT TITLE \_\_\_\_\_  
 AGREEMENT NO. \_\_\_\_\_

Pursuant to Section 2.2(a) of the subject Agreement No. \_\_\_\_\_, after receipt of a written Notice to Proceed signed by the Chief Harbor Engineer of the Construction Division, Consultant shall proceed with the following:

Task	Services	Authorized Amount
1	_____	\$ _____ (Lump Sum)
2	_____	\$ _____ (Not to Exceed)

Consultant shall provide all required tasks, services, and deliverables in accordance with Exhibit "A" to Agreement No. \_\_\_\_\_.

Consultant shall complete the work within \_\_\_\_ calendar days from the transmittal of a written Notice to Proceed.

When invoicing for the services covered by this Directive, please identify fees for this Directive as follows:

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

Consultant shall undertake the following MBE/WBE/SBE/DVBE/OBE utilization in connection with its performance of this Directive:

MBE XX%, WBE XX%, SBE XX%, DVBE XX%, OBE XX%, VSBE XX%

Consultant Name

Page 2 of 2

Consultant acknowledges that the terms and conditions of Agreement No. \_\_\_\_\_ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive.

Please sign both original copies of this Directive. Retain one original for your files and return the other executed copy to this office immediately.

If you have any questions, please contact \_\_\_\_\_ at (310) 732-\_\_\_\_\_.

Sincerely,

Dave Walsh  
Chief Harbor Engineer  
Engineering Division

ACCEPTED:

APPROVED:

\_\_\_\_\_  
(Consultant Name)  
Consultant

\_\_\_\_\_  
ANTONIO V. GIOIELLO  
Deputy Executive Director

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

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

Exhibit "C"

Form of Notice to Proceed

(Date)

(Consultant)  
(Consultant Address)  
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed – Directive No. \_\_\_\_\_  
Agreement No. \_\_\_\_\_  
(Project Name)

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

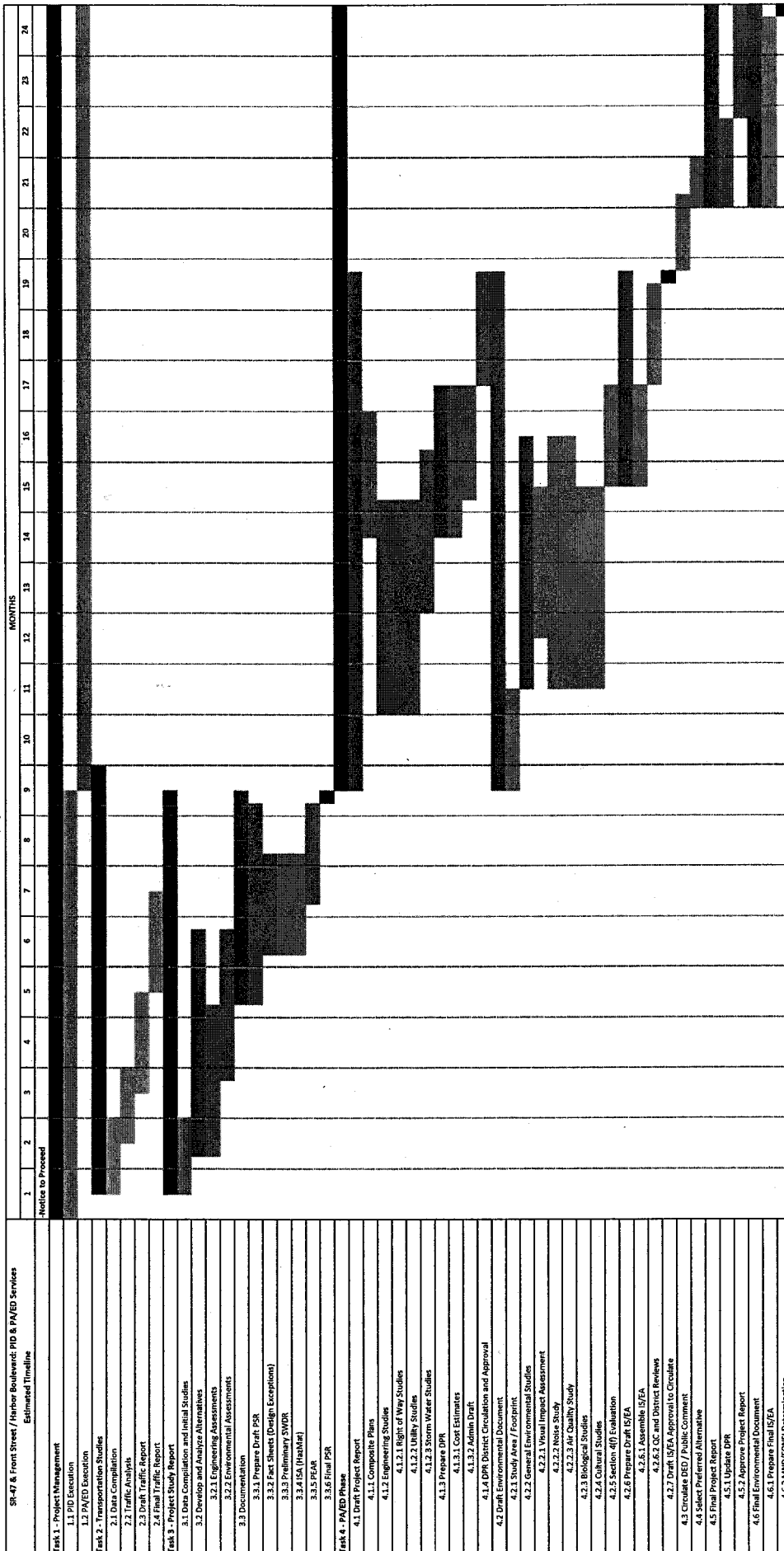
If you have any questions, please contact \_\_\_\_\_ at (310) 732-\_\_\_\_\_.

Very truly yours,

Dave Walsh  
Chief Harbor Engineer

Enclosure: Directive No. \_\_\_\_\_

Exhibit "D" - Schedule



**EXHIBIT E****COMPENSATION**

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

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

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

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

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

**Method of Compensation****Port of Los Angeles**

#	TASK	COST
1.0	Project Management & Coordination (Lump Sum)	\$ -
2.0	Transportation Studies (Lump Sum)	\$ 56,620
3.0	Project Study Report (Lump Sum)	\$ 197,180
4.0	Project Approval/Environmental Documentation Phase (Lump Sum)	\$ 445,200
5.0	As Needed Engineering Services (Time & Materials)	\$ 300,000
	<b>TOTAL</b>	<b>\$ 999,000</b>

The breakdown and detail estimates correspond to the written scope of work developed in collaboration with the Harbor Department.

The breakdown on the following sheet provides further definition of estimated labor by subtask and the distribution among firm team members. This breakdown is further detailed by firm.

<b>AECOM Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Senior Project Manager / Task Manager	SPM/TM	\$230
Project Manager / Senior Project Engineer / Specialist	SPE	\$200
Project Engineer / Specialist	PE	\$175
Senior Staff Engineer / Specialist	SSE	\$150
Senior Traffic Engineer	STE	\$135
Staff Engineer / Specialist	SE	\$120
Junior Engineer / Designer	JE	\$90
Administrative Assistant	AA	\$75
<b>LSA Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Env Director	PP	\$200
Principal Env Specialist	PES	\$180
Assoc Env Specialist	AES	\$150
Senior Env Specialist	SES	\$119
Env Specialist	ES	\$98
Asst Env Specialist	AES	\$70
Technical Editor	TE	\$82
Clerical	C	\$60
<b>DRC Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Sr Project Manager	SPM	\$180
Project Manager	PM	\$168
Civil Engineer	CE	\$146
Senior Engineer Designer	SED	\$124
CADD Operator	CO	\$91
Admin Support	AS	\$71
<b>WES Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Principal Engineer/Surveyor	PE/S	\$200
Senior Project Manager	SPM	\$190
Survey Supervisor	SS	\$175
Office Surveyor	OS	\$140
Engineer/Planner II	E/P	\$130
ROW/Survey Technician II	R/T	\$115
CADD/Designer II	C/D	\$100
2-Person Party	FS2	\$245
Office Assistant	OA	\$85
<b>CSI Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Project Manager	PM	\$230
Senior Associate	SA	\$175
Associate	SSE	\$150
Transportation Analyst I	TA	\$65
<b>TP Applied Rates</b>		
<b>Labor Classification</b>	<b>Abbrev</b>	<b>Rate</b>
Senior Principal	SP	\$200
Senior Associate	SA	\$154
Associate	A	\$131
Technical Staff III	TS3	\$106
Technical Staff II	TS2	\$101
Technical Staff I	TS1	\$95
Landscape Staff	LS	\$71

**EXHIBIT G**

**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

# MONTHLY SUBCONSULTANT MONITORING REPORT

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

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

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

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

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

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

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

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

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

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

**EXHIBIT I****BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER**

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

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

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

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

**MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

**EXHIBIT J - AFFIRMATIVE ACTION PROGRAM PROVISIONS****Sec. 10.8.4 Affirmative Action Program Provisions.**

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

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

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

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

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

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

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

EXHIBIT KSMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM  
AND LOCAL BUSINESS PREFERENCE PROGRAM

## (1) SMALL/VERY SMALL BUSINESS ENTERPRISE 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 Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

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

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

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

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

## (2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

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

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

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

## AFFIDAVIT OF COMPANY STATUS

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

---

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."

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

SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.
- A Non-LBE is any business that does not meet the definition of a LBE

Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
 Date Signed \_\_\_\_\_

**NOTARY**

STATE OF CALIFORNIA        ) ) ss COUNTY OF LOS ANGELES    )	Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__ by  (1) _____ <p style="text-align: center;">Name of Signer (1)</p> Who proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,) (and)  (2) _____ <p style="text-align: center;">Name of Signer (2)</p> Who proved to me on the basis of satisfactory evidence to be the person who appeared before me.)  Signature _____
Place Notary Seal and/or Stamp Above	

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_  
 Document Date \_\_\_\_\_ Number of Pages \_\_\_\_\_  
 Signers Other than Named Above: \_\_\_\_\_

**Contractor Description Form****PRIME CONTRACTOR**

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**SUBCONTRACTOR**

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

## Contractor Description Form

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

### SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
 Services to be provided: \_\_\_\_\_  
 Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
 (Circle all that apply)  
 Local Business Enterprise: YES \_\_\_\_\_ No \_\_\_\_\_ (Check only one)  
 Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
 Contact Person/Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

Exhibit "K"  
Subconsultant List

- 1) DR Consultant & Designers, Inc.  
400 S. Hope Street, Suite 1100  
Los Angeles, CA 90071
  
- 2) LSA Associates, Inc.  
20 Executive Park, Suite 200  
Irvine, CA 92614
  
- 3) SafeProbe, Inc.  
3424 Wilshire Boulevard, Suite 1108  
Los Angeles, CA 90010
  
- 4) Tatsumi and Partners, Inc.  
49 Discovery, Suite 120  
Irvine, CA 92618
  
- 5) Wagner Engineering & Survey  
17134 Devonshire Street, Suite 200  
Northridge, CA 91325

**EXHIBIT L****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.