

AGREEMENT NO. _____

**BETWEEN THE CITY OF LOS ANGELES
AND
FOUNTAINHEAD CONSULTING CORPORATION**

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 Fountainhead Consulting Corporation, a California corporation, whose address is 2400 East Katella Avenue, Suite 800 Anaheim, CA 92806 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including services of a Consultant to support managing the construction of the State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration project in connection with the project described in Exhibit "A" hereto ("Project"); and

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

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

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

1. Incorporation of Recitals.

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

2. Services To Be Performed By Consultant.

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

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

a. The Chief Harbor Engineer of the Engineering Division of City's Harbor Department ("Engineer") shall issue a written document in the form

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

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

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

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

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

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

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

City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

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

2.8 Consultant's representative responsible for administering this Agreement, Ivan Benavidez ("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 as set forth in Exhibit "E". Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to any schedule set forth in a Directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such

services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a Directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

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

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

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

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

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

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 373 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 373 of City's Charter requires the City Council of City ("Council") approval of this Agreement and that this Agreement shall not become effective until Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed five (5) 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. Five (5) 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 Six Million Six

Hundred Seventeen and Seventy-Three Dollars (\$6,617,073.00) to be paid as specified in Exhibit "F." If Exhibit "F" 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 "G" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee, (2) hourly, or (3) combined fixed fee and hourly basis in accordance with the terms below, as may be more particularly specified in Exhibit "F" and Exhibit "G."

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

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

5.3 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "G" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than zero percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "G" shall be revised, replaced and renumbered as Exhibit "G-1," Exhibit "G-2," etc., as applicable.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in Exhibit "F." 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 "H" 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 "I." 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 <https://finance.lacity.org/how-register-btrc>.

9. Indemnification.

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.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

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

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

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

(b) Automobile Liability Insurance

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

(c) 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.

(d) Professional Liability Insurance

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

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

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

10.2 Insurance Procured by Consultant on Behalf of City

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

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

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

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

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

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

10.3 Required Features of Coverages

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

(a) Acceptable Evidence and Approval of Insurance

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

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

(b) 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.

(c) Notice of Cancellation

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

(d) Modification of Coverage

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

(e) Renewal of Policies

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

10.4 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.

10.5 Accident Reports

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

11. Personal Services Agreement.

11.1 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.

11.2 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.

12. 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.

13. 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 "L."

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

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

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

15. Conflict of Interest.

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.

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

16. Compliance with Applicable Laws.

Consultant'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.

17. 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.

18. 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.

19. 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.

20. 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").

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the 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.

22. Taxpayer Identification Number ("TIN").

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

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

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of 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.

24. 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.

25. 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 "K."

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

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and

requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

27. State Tidelands Grants.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Jurisdiction.

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

35. 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.**

36. 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.

37. 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: _____
Secretary

FOUNTAINHEAD CONSULTING CORPORATION

Date: 10-12-22

By: Tyrone Taylor
Name: Tyrone Taylor
Title: President

By: Rosalie Acosta
Name: Rosalie Acosta
Title: Corporate Secretary

APPROVED AS TO FORM AND LEGALITY
October 31, 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By [Signature]
Helen J. Sok, Deputy

Account #	<u>54225</u>	W.O. #	<u>2533400</u>
Ctr/Div #	<u>1172</u>	Job Fac. #	<u>203-7700</u>
Proj/Prog #	<u>000</u>		<u>635-0000</u>

Budget FY:	Amount:
22/23	\$30,000.00
23/24	\$1,000,000.00
24/25	\$2,160,000.00
25/26	\$2,220,000.00
26/27	\$1,207,073.00
TOTAL	\$6,617,073.00

For Acct/Budget Div. Use Only:
Verified by: _____
Verified Funds Available: _____
Date Approved: _____

Date: October 19, 2022

Contractor/Vendor Name: Fountainhead Consulting Corporation



Account#	54225	W.O. #	2533400
Ctr/Div#	1172	Job Fac.#	203-7700
Proj/Prog#	000		635-0000
Budget FY:		Amount:	
	22/23		\$30,000.00
	23/24		\$1,000,000.00
	24/25		\$2,160,000.00
	25/26		\$2,222,000.00
	26/27		\$1,207,073.00
	Total		\$6,617,073.00
<u>For Acct/Budget Div. Use Only</u>			
Verified by:		Digitally signed by Joanna Ames Date: 2022.10.28 14:11:52 -07'00'	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2022.10.28 14:44:22 -07'00'	
Date Approved:	<u>10/28/22</u>		

EXHIBIT A PROJECT DESCRIPTION

The State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration project will modify the existing on and off ramps of the State Route 47/Vincent Thomas Bridge & Front Street/Harbor Boulevard interchange to improve safety, access, and efficient operation. The main project components include:

Caltrans Improvements

Aerially Deposited Lead (ADL) and hazardous/non-hazardous remediation as defined in Phase II Site Investigative Report for all Caltrans improvements.

SB110/NB SR 47/Harbor Blvd. Off-Ramp

- Widening of existing one-lane ramp 275 feet west of its current mainline gore to a two-lane exit ramp and expand cross-section from three to four lanes at the terminus intersection
- Construction of two non-standard soldier pile w/ tie back system retaining walls

NB SR47/Harbor Blvd. On-Ramp

- Shifting of mainline gore west 300' to increase acceleration distance for merging traffic
- Construction of standard retaining wall

SB SR 47 Off-Ramp

- Reconfiguration of off-ramp north of mainline at new ramp terminus on Front Street at existing West Basin Container Terminal signalized intersection
- Construction of one non-standard retaining wall
- Surcharge/wick-drain settlement mitigation

NB 110/SB SR 47 On-Ramp

- Relocation of on-ramp approximately 650 feet to the north along Front Street to new ramp terminus at existing West Basin Container Terminal signalized intersection and join SR-47 mainline at existing gore location
- Construction of one non-standard soldier pile retaining wall and one standard retaining wall
- Surcharge/wick-drain settlement mitigation

City of LA Improvements

- Widening the west side of Harbor Boulevard/Front Street

- Construction of sidewalk and 5' bike lanes along Harbor Boulevard/Front Street where feasible
- Construction of Americans with Disabilities Act compliant access ramps and crosswalks at all intersections following Complete Street guidelines
- Realignment of Knoll Drive
- Landscape and irrigation, drainage, street lighting and traffic signal modifications

Harbor Improvements

- Grading of Knoll Hill to accommodate realignment
- Reconfiguration of existing Port Inspection Facility
- Removal of abandoned railroad and storm drain relocation
- Hazardous soil remediation per Phase II Site Investigative Report

EXHIBIT B SCOPE OF SERVICES

Services to be Performed by Consultant

Consultant shall provide construction management services, administration and coordination for the project specified in herein to facilitate timely and cost-effective completion of the Work. All services in this Contract shall be known as "Basic Services" except those specifically described as "Other Services".

In rendering the services required, Consultant shall comply with applicable laws and regulations and include necessary consultations and conferences with personnel of City, County, State, or Federal agencies, which may have jurisdiction over, or have any official interest in the construction of the Project, officers and employees of the City, representatives of Board, the Engineer, the Design Consultant and other entities, in order to determine all relevant requirements for and coordinate the construction of the Project. Changes in laws or regulations which require Consultant to expend significant and substantial additional effort will be the basis for adjustment of Consultant's compensation pursuant to the "Additional Services" provisions of this Agreement.

During construction phases and post-construction phase services, consultant's field office personnel will be provided offices in on-site field trailers provided by the contractor.

Funds for The State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration project are budgeted by Los Angeles County Metropolitan Transit Authority (Measure R), Trade Corridor Enhancement Program (SB1), and Port Infrastructure Development Program (MARAD).

CALTRANS will provide Independent Quality Assurance (IQA) for the portions of the construction contractor's work within existing and proposed State Highway System's (SHS) right-of-way. CALTRANS retains the right to reject non-compliant construction work, protect public safety, preserve property rights, and ensure that all construction work is in the best interest of the SHS.

Task 1 Pre-Construction Services

Task 1.1 Constructability Review

Review the contract documents and determine the adequacy and completeness of the contract documents for both bidding and construction of the project. Review shall consider information from the contract documents, reference documents, geotechnical and other reports, permits and a site inspection. Identify particular risks, including conflicts, errors or omissions in the contract documents, which could impact schedule, cost or quality of the work. Develop a preliminary construction schedule for completing the work within the time required in the

contract documents considering interim milestones, phasing, and constraints, and compare to schedule developed by Design Consultant. Recommend liquidated damages, as appropriate.

Task 1.2 Construction Management Procedures

Obtain from the Engineer and review the latest edition of the Construction Division Procedures Manual. In consultation with the Engineer, determine and document the construction management and administrative procedures and processes to be utilized during the Project, including a document control system and the format of documents to be prepared by Consultant.

Task 1.3 Pre-Bid Meeting

Attend and participate in the meeting, prepare minutes and assist in resolution of issues and questions raised in the meeting.

Task 1.4 Bid Support

Manage and respond to inquiries from potential bidders in conjunction with the Designer and the Engineer.

Task 1.5 Bid Analysis

Review and evaluate bids received to assist in determining which bids are responsive and which bidder is the lowest, responsible bidder to whom award may be recommended.

Task 1.6 Staffing

Consultant shall be compensated for Pre-Construction Services in Tasks 1.1 through 1.5 on an hourly basis as defined in the Project Cost, Attachment 2. To complete these tasks, Consultant shall provide the following staff:

- Senior Construction Manager/Resident Engineer – half time
- Field/Office Engineer – half time
- Document Control/Clerical – half time

Task 2 Construction Services

Task 2.1 Construction Start-Up

Upon award of the construction contract and execution of the contract, perform services necessary for the start of construction including, but not limited to, coordinating and conducting initial scheduling meetings, pre-construction meeting(s), coordination meetings, and safety meetings, if applicable. Monitor and assist in the

Contractor's acquisition of photo identification badges for Contractor personnel requiring unescorted access to secure areas. In consultation with the Department and the Contractor, develop and disseminate emergency notification instructions.

Task 2.2 Contractor's Construction Schedule

The Contractor's baseline construction schedule shall show logical sequencing of construction activities and completion of the Project within the specified time limits. Contract documents generally require the base line schedule to be prepared with Oracle's Primavera P6 v7.0 or later. Consultant shall review the Contractor's construction schedule submittals and make appropriate written comments and recommendations. Schedule submittals review shall include all contractually required deliverables, including baseline schedule, work force, equipment and material resource loading, cash flow curves, and variance reports. Scheduling services shall include, but shall not be limited to, the following:

- A. Review Contractor's baseline construction schedule for compliance with contract requirements, number of activities, logic and sequencing, duration of activities, procurement times and submittal review times, critical activities, milestones, and float. Prepare written comments and recommendations, especially regarding any potential omissions, conflicts or delays. Coordinate and conduct a construction scheduling meeting with the Contractor, critical subcontractors and the Engineer to review the construction schedule, comments and recommendations. If required, review the Contractor's baseline schedule re-submittal and make appropriate comments and recommendations until the baseline schedule is accepted by the Engineer.
- B. Provide parallel schedules to the Contractor's monthly update schedules based on field observations and weekly (three-week look ahead) schedules. Review other schedule related submittals including workforce, equipment and material resource loading and cash flow projections for coordination with the baseline schedule. Prepare written comments and recommendations.
- C. Review the updated or revised construction schedules submitted by Contractor in accordance with the Contract Documents. Based upon the Contractor's weekly schedule submittals, observations of Consultant and information from Daily Inspection Reports, Consultant shall verify actual activity dates and the remaining durations in the updates, and review and analyze forecasts of work force, equipment, and material resources, and cash flow projections. Consultant shall identify modifications and variations from the last approved schedule (logic, activities, durations, etc.) and prepare written comments and recommendations based on the schedule update analysis.
- D. In instances where an updating or revision of the construction schedule indicates an actual or potential delay of Project completion, Consultant shall advise the Engineer of available alternatives and, with approval of the Engineer, take

appropriate actions. The Consultant shall review and analyze the Contractor's requests for time extensions, the cost of compensable delays, perform "what if" analyses to identify opportunities to mitigate delays, and provide appropriate comments and recommendations to the Engineer. The Consultant shall monitor and review the duration of the individual construction phases and recommend if liquidated damage assessments are warranted.

- E. Consultant shall monitor the adequacy of Contractor's equipment and personnel resources, the performance of subcontractors and suppliers, and the availability of materials and supplies in relation to the work projected in the Project schedule forecasts.

Task 2.3 Project Meeting

Consultant shall prepare and distribute meeting notices and agenda, and shall conduct regularly scheduled weekly job meetings with Contractor, Design Consultant's representatives, Department representatives, and such other City and governmental personnel as may be required to advance the timely progress of the Work. In addition, Consultant shall coordinate, conduct, and distribute minutes of other special meetings as required during construction. Consultant shall prepare, review and distribute the minutes of meetings within two working days.

Task 2.4 Change Orders / Authorities for Adjustment

Consultant shall arrange for and process all changes to the construction contract, including estimating costs, performing delay analyses, reviewing Contractor price quotations, negotiating costs, coordination with the Design Consultant, and preparation of change orders and Authorities for Adjustment in accordance with Department standards. Consultant shall also maintain a log and records of all changes.

Task 2.5 Shop Drawings, Materials and Samples

Consultant shall establish and implement procedures for review of shop drawings, materials, samples and other submittals by the Contractor. Consultant shall arrange for and process for review by the Design Consultant, the Department, and other agencies as applicable; all shop drawings, materials, samples, and other submittals by the Contractor. Consultant shall monitor the construction schedule to verify that submittals are made in accordance with the construction schedule, and shall log and track all submittals. Review and processing of submittals is a priority activity. Every effort shall be made to return submittals within two weeks of receipt from Contractor.

Task 2.6 Requests for Information

Consultant shall arrange for and process such drawings and written memoranda as are necessary to either clarify the intent of the Contract Documents, and/or complete

the same, between the Contractor, Design Consultant and the Engineer. The Consultant shall log and track all Requests for Information (RFIs) submitted by the Contractor. Review and processing of RFIs is a priority activity. Every effort shall be made to respond to Requests for Information within three days of receipt from Contractor.

Task 2.7 Internet-Based Project Management

The Consultant shall utilize an Internet-based project management system, PMWeb, for this Project. The Department will provide the Consultant access to the system, training, and further assistance if needed. PMWeb will be used to generate, coordinate, manage and transmit submittals, and Requests for Information. Project correspondence shall also be uploaded into PMWeb. Correspondence shall include, but not be limited to:

- Fully executed Authority for Adjustments
- Fully executed Change Orders
- Requests for Quote
- Meeting Minutes
- Field Memorandums generated by Department's field personnel
- Department Inspector's daily and weekly reports
- Site photos
- Project personnel directory
- Project Drawings and Specifications
- Records of conversations
- Record Drawings

Such folders and logs will be maintained daily in the field and periodically printed, distributed, and reviewed at weekly meetings.

PMWeb is an Internet-based project management system that provides a single repository for all project information as listed above, which may be expanded to include additional items.

Task 2.8 Other Internet-Based Systems

Consultant may be required to utilize other systems as directed by the Engineer. Such systems shall be provided by the Department.

Task 2.9 Document Control System

Consultant shall maintain a neat, organized filing system for all Project records, including contract document revisions, shop drawings, change orders, requests for information, field memos, contract clarifications, purchase orders, monthly progress payments, Contractor's construction schedules, correspondence and other related documents that are not required to be managed by PMWeb.

Task 2.10 Coordination

The purpose of coordination is to proactively cause the Work to be progressed in an efficient and effective manner in accordance with contract provisions, to anticipate, avoid or mitigate conflicts and adverse impacts, and to minimize the cost of the Work assigned to each entity, including the Department. Coordination for obtaining permits from various agencies for the Project is within the Scope of Work. Consultant shall perform Project coordination with respect to the following entities:

- A. Coordination of Project Team
Los Angeles Harbor Department
Design Consultants and their associated sub-consultants

- B. Coordination with Construction Contractor(s)
Construction Contractor and its subcontractors
Other contractors on or adjacent to the project site

- C. Coordination with other Governmental Agencies
South Coast Air Quality Management District
Regional Water Quality Control Board
City of Los Angeles Department of Building and Safety
City of Los Angeles Department of Public Works
California Department of Transportation
Los Angeles Department of Transportation

- D. Coordination with Utilities
Water, power and telephone providers, petroleum companies
Other utility owners affected by the construction

- E. Coordination with Adjacent Tenants
Adjacent tenants affected by the construction work or with a contractual interest in its completion

Task 2.11 Payment Requests

Consultant shall coordinate with Department Inspection and Contractor in the preparation, review, and recommendation for approval of all monthly progress payment request, including any quantity and cost breakdowns submitted by Contractor per the project specifications.

Task 2.12 Monthly Progress Reports

Consultant shall provide to the Engineer monthly progress reports in a format and on a schedule as Engineer directs. Progress reports shall include, but not be limited to, a description of work completed, cumulative dollar costs incurred, as well as costs

since the last progress report, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect Project cost and/or schedule. The report shall present actual percentage completion and cash flow versus planned percentage completion and cash flow both numerically and graphically.

Task 2.13 Accounting and Cost Control

Consultant shall monitor Project costs including, but not limited to:

- A. Tracking of Contractor's monthly progress payments.
- B. Tracking of proposed and final changes to the construction contract.
- C. Review Contractor's monthly quantity and cost breakdowns with the Contractor's cost loaded schedule and provide comments and recommendations for the Engineer.
- D. Tracking of Contractor's monthly quantities with respect to the approximate quantities in the construction contract.
- E. Monitor and segregate costs for state or grant funded elements of Project, if any.
- F. Tracking of Contractor's daily time and material sheets to ensure costs of changes do not exceed authorized amounts.

Task 2.14 Daily Log

Consultant shall maintain a daily log of jobsite events.

Task 2.15 Visual Media

Consultant shall compile and maintain an electronic file folder of Project progress and record photos and videos at appropriate times, including those supplied by Contractor(s) and/or other parties. Electronic files shall be stored in formats and file sizes using file-naming conventions deemed appropriate by the Engineer. Consultant will be required to forward files, as directed by the Engineer, at regular intervals, for inclusion into Harbor Department's master (including images and video from other projects) Web-based digital asset management system, and shall assist with cataloguing and categorizing photo and video assets.

Task 2.16 Site Representatives

Consultant shall provide on-site Construction Management staff for field visits through all phases of construction. Consultant shall furnish on-site representatives to assist the Department in monitoring and coordinating the operations and performance of Contractor by reviewing the sequence of work and directing, with Department approval, actions to mitigate actual or anticipated conflicts, interferences and delays so that Work is accomplished in accordance with the current, approved schedule. Consultant shall assist in resolution of construction problems that may require design

changes, modifications, technical interpretations, or other actions. Consultant shall review and monitor Contractor's security and housekeeping practices and shall, with Department approval, coordinate plans for traffic and material flow.

Task 2.17 Quality Control

Consultant shall review the Contractor's quality control program and provide results of such review to the Department. Consultant shall also notify the Department of any instances of non-compliance with the Contractor's quality control program of which the Consultant is aware, or becomes aware. The Consultant shall comply with the Department of Transportation (CALTRANS) requirements as applicable to the Project including but not limited to CALTRANS approval procedures, quality control, and quality assurance. Consultant shall recommend remedial action to correct any unacceptable work of Contractor. Consultant shall also attend the final inspection and shall report the results and make appropriate recommendations to the Department concerning beneficial occupancy of the Project or any part thereof.

Task 2.18 Structure Representative

Consultant certified by CALTRANS shall perform quality assurance over contractor's work that involves structures and perform the contract's necessary structure related administrative tasks on all phases of structure construction. Consultant shall review and approve structure related submittals, inspect each stage of structure construction with the Department and the Contractor prior to Department's acceptance or beneficial occupancy.

Task 2.19 Environmental Compliance and Stormwater Pollution Prevention Program Coordination

Consultant shall, while reporting to the Project Construction Manager for the Project, be familiar with all environmental compliance (within Project specification) requirements of each contractor and monitor that all compliance measures are met before, during, and after construction. Monitoring includes periodic audits of environmental compliance related- project files and preparation of required documents for eventual submittal to the Harbor Department's Environmental Management Division. In addition, Consultant shall conduct environmental testing (soil, groundwater, etc.), monitoring and observations and prepare reports as required for construction of the Project

Consultant shall, while reporting to the Project Construction Manager for the Project, shall review the contractor's Stormwater Pollution Prevention Plan (SWPPP) and provide results of such review to City. The Consultant shall also monitor all SWPPP requirements are met before, during and after construction. Monitoring includes periodic field evaluation of installed Best Management Practices as detailed in the contractor's SWPPP and audit of the SWPPP document. Consultant shall also notify

the Department of any instances of non-compliance with the SWPPP of which Consultant is aware, or becomes aware.

Task 2.20 Claims Management.

Consultant shall assist with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

- A. Maintain a potential claim file for any issue which may or will have a potential to result in a claim for additional time or cost;
- B. Gather site and other relevant information relating to potential claims or actions including associated correspondence, reports and meeting minutes;
- C. Direct and monitor time and materials work in conjunction with Department Inspectors for potential claims or changes to the construction contract;
- D. Render assistance to Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims, and making written recommendation(s) regarding claim disposition; and
- E. Assist the Department in negotiating resolution of such claims or actions.

Task 2.21 Specialized Scheduling Services

Consultant shall provide scheduling services necessary to assist with changes to the construction contract, and assist with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

- A. Perform delay analyses;
- B. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the development of "what if" and "but for" scenarios and schedule analyses where appropriate, and making written recommendation(s) regarding claim disposition; and
- C. Assist the Department in negotiating resolution of such claims or actions.

Task 2.22 Independent Estimating Services

Consultant shall provide estimating services necessary to assist with changes to the construction contract, and with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

- A. Review and analyze potential changes to the construction contract;
- B. Provide independent estimates for proposed changes to the construction contract;
- C. Review Contractor price quotations and assist with negotiating costs;
- D. Render assistance to the Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims; and

E. Assist the Department in negotiating resolution of such claims or actions.

Task 2.23 Safety Programs

Consultant shall review Contractor's health and safety plan and provide results of such review to City. Consultant shall also notify the Department of any instances of non-compliance with safety programs of which Consultant is aware, or becomes aware. Consultant shall not be required to make safety inspections nor shall Consultant have any responsibility for implementation of Contractor's safety program. Consultant shall have sole responsibility for implementation of its own safety program.

Task 2.24 City and Caltrans Furnished Materials

Consultant shall monitor and assist in procurement of Department or Caltrans furnished equipment and materials, if any.

Task 2.25 Record Drawings

Consultant shall establish controls for, and monitoring and reporting to the Department on, the maintenance by Contractor of record drawings. The intent of said controls is to ensure the record drawings are maintained on a current basis and to authorize the monthly payment (if any) for maintenance of record drawings in accordance with the Project specifications.

Task 2.26 Staffing

Consultant shall be compensated for Construction Services in Tasks 2.1, 2.3 through 2.17, 2.24, and 2.25 in Fixed Fee amounts as defined in the Project Cost, Attachment 2. To complete these tasks, Consultant shall provide the following staff:

- Senior Construction Manager/Resident Engineer – full time
- Field/Office Engineer – full time
- Document Control/Clerical – full time

Task 3 Post Construction Services

Task 3.1 Project Close-Out Administration

Consultant shall provide construction contract closeout services and obtain, coordinate and transmit to the Department, Contractor-provided information such as guarantees, warranties, certifications, final permits, Record Drawings, releases, affidavits, operation and maintenance manuals and other items required by the Contract Documents. Consultant shall review preliminary and final punch lists prepared by the Design Consultant and/or Inspection and shall coordinate with the Contractor to complete all items. Consultant shall:

- A. Coordinate, schedule and participate in a final inspection of the Project;
- B. Schedule and coordinate all start-up and commissioning of equipment, including, but not limited to:
 1. coordinate pre-start-up meeting with Contractor, Design Consultant and Department staff to confirm equipment is ready for testing/operation and the Contractor's plan for start-up,
 2. observe, with the Design Consultant and Inspection, the field testing and adjustment of equipment,
 3. ensure equipment operation and maintenance manuals have been submitted by the Contractor and accepted by the Engineer and Department operations and maintenance personnel,
 4. coordinate instruction sessions for Department and/or tenant personnel in proper operation and maintenance of equipment, and,
 5. If specialized maintenance is required, ensure that necessary maintenance contracts are in place to support start of operations;
- C. Make recommendations that may be beneficial to the Department during initial operating period;
- D. Negotiate final Authorities for Adjustment and obtain subcontractor releases;
- E. Obtain and verify the completeness of the Contractor's record drawings and transmit them to the Department;
- F. Perform warranty administration for warranty issues raised by operations and maintenance personnel; and
- G. Upon completion and acceptance of the Project, deliver to the Department computer hardware/software and other equipment purchased through this Agreement and all Project documents and records, both in hard copy and electronic formats.

Task 3.2 Post-Mortem Report

In conjunction with the Engineer, coordinate a meeting with key team members, including the Design Consultant and Contractor, to identify particular problems, challenges and successes during the construction phase of the Project. Prepare a report of the findings and any recommendations regarding changes to policies and procedures to improve future performance.

Task 3.3 Staffing

Consultant shall be compensated for Post-Construction Services in Tasks 3.1 & 3.2 on an hourly basis as defined in the Project Cost, Attachment 2. To complete these tasks, Consultant shall provide the following staff:

- Senior Construction Manager/Resident Engineer – full time
- Field/Office Engineer – full time
- Document Control/Clerical – full time

Task 4 Other Services

The Engineer may require Consultant to perform optional services, as noted herein. Payment to Consultant for such optional services shall be as defined in the Project Cost, Attachment 2. Such services shall include, but not be limited to:

Task 4.1 Public Outreach Services

Provide Public Outreach services, as directed by the Engineer. Tasks may include, but not be limited to, organizing, sponsoring, and facilitating community and stakeholder meetings, construction alert coordination and notifications, development and distribution of project information material and project hotline and website support.

Task 4.2 Partnering Facilitation Services

Organize, sponsor and facilitate Partnering workshops, executive sessions, follow-up sessions and evaluation sessions with selected Department, Consultant and Contractor staff.

Task 4.3 Quality Assurance Services

Provide Acceptance Testing and Independent Quality Assurance services for the portions of the construction contractor's work within existing and proposed State Highway System's (SHS) right-of-way, as directed by the Engineer.

Task 4.4 Additional As-Needed Services

Provide other additional as-needed services for this Project, or other Department projects, as directed by the Engineer.

**EXHIBIT C
FORM OF DIRECTIVE**

(Date)

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

Attention: (Project Manager)

Subject: DIRECTIVE NO. ___ - (DIRECTIVE TITLE)
CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE STATE ROUTE
47/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD
INTERCHANGE RECONFIGURATION PROJECT
AGREEMENT NO. _____

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

<u>Task</u>	<u>Services</u>	<u>Authorized Amount</u>
1	_____	\$ _____ (LS)
2	_____	\$ _____ (NTE)

- I. SCOPE OF WORK
(DEPARTMENT STAFF TO SPECIFY ALL TASKS TO BE PERFORMED BY CONSULTANT)

- II. PERSONNEL
(DEPARTMENT STAFF TO SPECIFY CONSULTANT PERSONNEL THAT WILL PERFORM THE TASKS SPECIFIED IN SCOPE OF WORK)

- III. SCHEDULE
Services for the specified tasks shall commence upon issuance of a Notice to Proceed for each task.
(DEPARTMENT STAFF TO SPECIFY DURATION FOR TASK IDENTIFIED IN SCOPE OF WORK)

- IV. COMPENSATION
(DEPARTMENT STAFF TO SPECIFY)

Consultant shall provide all required tasks, services, and deliverables in accordance with Exhibit B to Agreement No. _____.

Consultant shall complete work within _____ calendar days from City's transmittal of its written Notice to Proceed.

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

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

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

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

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

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

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

Sincerely,

SHAUN SHAHRESTANI
Chief Harbor Engineer

ACCEPTED:

APPROVED:

(Consultant Name)
Consultant

ANTONIO V. GIOIELLO
Deputy Executive Director – Development

Date: _____

Date: _____

**EXHIBIT D
FORM OF NOTICE TO PROCEED**

(Date)

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

Attention: (Project Manager)

SUBJECT: NOTICE TO PROCEED NO. _____
CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE
STATE ROUT 47/VINCENT THOMAS BRIDGE AND FRONT
STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
PROJECT
(DIRECTIVE TITLE)
DIRECTIVE NO. _____ - TASKS _____
AGREEMENT NO. _____

Under the provisions of Section 2.2c of the subject Agreement, this is your Notice to Proceed effective (Date), for the subject Directive dated (Date).

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

Sincerely,

SHAUN SHAHRESTANI
Chief Harbor Engineer

**EXHIBIT E
SCHEDULE**

Following the first Notice to Proceed issued according to Section 2.2 (c) of the Agreement, the Consultant shall complete the Scope of Work in Exhibit B for each phase of the Project according to the following schedule:

Pre- Construction Services:	3 Months
Construction Services:	33 Months
Post- Construction Services:	6 Months
Total Contract Duration	42 Months

EXHIBIT F
METHOD OF COMPENSATION

For those items of the work for which compensation is payable in Fixed Fee amounts, Payment to the Consultant shall be made in monthly installments for the Fixed Fee amount set forth below, according to the percentage of completion of each phase of work, as determined and approved by the Chief Harbor Engineer based upon monthly progress reports submitted by Consultant. Monthly progress payments shall be equal to the percentage of completion for each phase multiplied by the Fixed Fee payable for completion of each phase, less amounts previously billed.

For those items of the work for which compensation is payable up to Estimated amounts, Consultant shall be paid an hourly fee at the rates set forth in this Proposal. Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing such work and the applicable hourly rates.

Compensable amounts set forth on an hourly basis, or fixed fee basis, are estimated only. In the event that all necessary services required in any category described herein, in the judgement of the Chief Harbor Engineer, are fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, the Chief Harbor 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.

I. PRE-CONSTRUCTION AND POST- CONSTRUCTION SERVICES

1. Pre-Construction Services, as described in Tasks 1.1 through 1.5 of the Project Scope of Services, and Post-Construction Services, as described in Tasks 3.1 and 3.2 of the Project Scope of Services (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$657,900.00.

II. CONSTRUCTION SERVICES

1. Construction Services, as described in Tasks 2.1, 2.3 through 2.17, 2.24, and 2.25 of the Project Scope of Services.
Fixed Fee \$2,692,800.00.
2. Construction Services, as described in Tasks 2.2, and 2.18, through 2.23 of the Project Scope of Services (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$2,366,373.00.

III. OTHER SERVICES

1. Public Outreach Services as described in Task 4.1 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$100,000.00

2. Partnering facilitation and follow-up sessions as described in Task 4.2 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$100,000.00

3. Quality Assurance Services as described in Task 4.3 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$400,000.00

4. Additional As-Needed Services as described in Task 4.4 of the Project Scope of Work (Sub-Task scope and fee as noted in individual Directives),
Estimated Amount \$300,000.00

Subtotal for Other Services \$ 900,000.00.

Expenses for the Fixed Fee items are included in the Fixed Fee amounts.

Expenses for the estimated items in I. Pre-Construction and Post-Construction Services, and II. Construction Services, are included in those Estimated Amounts.

Expenses for the items described in III. Other Services shall be billed as noted in individual Directives.

Fixed Fee work by sub-consultants include all mark ups. Sub-consultant invoices for the Estimated Amount tasks are subject to a maximum 5% mark up.

Maximum Agreement compensation shall not exceed the total of I. through III.

\$ 6,617,073.00.

**EXHIBIT G
HOURLY RATES AND UNIT PRICES**

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE
STATE ROUTE 47/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION PROJECT**

<i>Description/Position</i>	<i>Rate</i>
<hr/> <i>Fountainhead Consulting Corporation</i> <hr/>	
Sr. Construction Manager/Resident Engineer	\$225.00
Field/Office Engineer	\$170.00
Scheduler	\$195.00
Structure Representative	\$220.00
Environmental Compliance and SWPPP Coordinator	\$154.38
 <i><u>Sub-Consultants</u></i> 	
<hr/> <i>The Morcos Group, Inc.</i> <hr/>	
Document Control/Clerical	\$115.00
<hr/> <i>Lenax Construction Services, Inc.</i> <hr/>	
Estimator	\$182.00
Specialized Scheduling	\$204.66
<hr/> <i>AECOM Technical Services</i> <hr/>	
Claims Management	\$246.47
Safety	\$202.12
<hr/> <i>Costin Public Outreach Group</i> <hr/>	
Outreach Manager	\$169.40
Sr. Outreach Specialist	\$136.73
Outreach Specialist (Bi-lingual)	\$67.76
Graphic Designer	\$108.90
<hr/> <i>Global Leadership Alliance</i> <hr/>	
Project Kickoff Partnering Workshop (includes Executive Leadership Alignment Session and Action Report)	\$7,800.00
Quarterly Follow-up Partnering Workshop (includes After Action Reports)	\$4,500.00
Monthly Online Partnering Evaluation Surveys and Reports	\$750.00
<hr/> <i>Kleinfelder, Inc.</i> <hr/>	
Project Manager – Materials Testing	\$214.73
Project Controls/Administration	\$106.07
Technician – Group 1 (Soils & Materials Testing)	\$199.89
Technician – Group 2 (Building/Construction Inspector)	\$198.43
Technician – Group 3 (Non-Destructive Testing)	\$190.66

Soils & Materials Testing & Building/Construction Inspector \$98.39

Geotechnical and Materials Testing Services Rates – Please see attached Rate Sheets
(13 pages)

Notes:

1. Expenses for the estimated items in Pre- and Post-Construction Services, and Construction Services are included in those Estimated Amounts. Expenses for the items described in Other Services shall be billed as noted in individual directives.
2. Fixed Fee Work by sub-consultants includes all mark ups. Sub-consultant invoices for the Estimated Amount tasks are subject to a maximum 5% mark up.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method†	Fee		
Standard Proctor	D698, T99	\$	245	each
Modified Proctor	D1557, T180	\$	245	each
Proctor Check Point	T272	\$	140	each
Proctor Oversize Correction	D4718	\$	75	each
Treated Soil Proctor	D558	\$	320	each
Minimum and Maximum Relative Density	D4254, D4253	\$	425	each
Maximum Density by Vibratory Hammer	D7382	\$	550	each
Moisture/Density, TEX 113-E	TEX113-E	\$	275	each
Moisture/Density, TEX 114-E	TEX114-E	\$	275	each
California Impact, CT 216, Dry Method	CT216	\$	225	each
California Impact, CT 216, Wet Method	CT216	\$	225	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method†	Fee		
Visual Classification	D2488	\$	30	each
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	90	each
Sieve Analysis, Fine	D422, D6913, T88	\$	130	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	130	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	165	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	185	each
Water Content	D2216, D4363, T265	\$	25	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	120	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	185	each
Atterberg Limits, Liquid Limit Only	D4318, T90	\$	115	each
Soil Specific Gravity	D854, T100	\$	225	each
Soil Organic Content	D2974-C	\$	125	each
Fiber Content of Peat Soils	D1997	\$	270	each
Pinhole Dispersion Classification	D4647	\$	525	each
Soil pH	D4972, G51	\$	60	each
Double Hydrometer for Dispersive Soils	D4221	\$	275	each
Soil Resistivity	G187	\$	160	each
Chloride Content		\$	70	each
Sulfate Content		\$	60	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	325	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	950	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method†	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650	each

†Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Resistance R-Value	D2844	\$	325	each
Resistance R-Value of Treated Material	D2844	\$	375	each
Rock Correction for R-Value	D2844	\$	85	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	175	each
CT373, 1 Lime Content	CT373	\$	370	each
CT373, 3 Lime Contents	CT373	\$	1,100	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	195	each
Resilient Modulus	T307	\$	475	each
CTB Strength, Individual Specimen		\$	185	each
CTB Strength, Set of 3, Without Design		\$	420	each
CTB Complete Mix Design		\$	6,500	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	30	each
Unconfined Compressive Strength	D2166, T208	\$	140	each
Direct Shear, 1 Point	D3080, T236	\$	150	each
Direct Shear, 3 Points	D3080, T236	\$	390	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	250	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630	each
Collapse Potential	D5333	\$	250	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	300	each
One Dimensional Swell – Wetting After Loading	D4546-B	\$	175	each
One Dimensional Swell – Loading After Wetting	D4546-C	\$	475	each
Expansion Index	D4829	\$	195	each
Denver Swell Test		\$	125	each
Permeability, Rigid Wall	D2434	\$	450	each
Permeability, Flexible Wall	D5084-C	\$	390	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	500	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,350	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	630	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	300	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	1,950	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	1,950	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

AGGREGATE TESTS

Test	Standard Test Method [†]	Fee		
		\$		
Acid Solubility		\$	185	each
ASR Reactivity, Long Method	C227, C1293	\$	1,850	each
ASR Reactivity, Short Method	C1260, C1567	\$	950	each
Cleanness Value	CT227	\$	165	each
Clay Lumps and Friable Particles, per size <i>*(see note below)</i>	C142, T112	\$	105	each
Coarse Specific Gravity & Absorption	C127, T85	\$	85	each
Fine Specific Gravity & Absorption	C128, T84	\$	145	each
Coarse Durability	D3744, T210	\$	150	each
Fine Durability	D3744, T210	\$	150	each
Flat and Elongated Particles, per size <i>*(see note below)</i>	D4791	\$	95	each
Fractured Faces, per size <i>*(see note below)</i>	D5821, T335	\$	105	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	330	each
Los Angeles Abrasion, Large Aggregate	C535	\$	200	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	200	each
Mortar Sand Strength	C87, CT515	\$	650	each
Organic Impurities	C40, T21	\$	75	each
Sand Equivalent, 1 point	D2419, T176	\$	100	each
Sand Equivalent, 3 points	D2419, T176	\$	150	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$	90	each
Sieve Analysis, Fine	C136, T27	\$	130	each
Sieve Analysis, Coarse	C136, T27	\$	130	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	165	each
Soundness of Aggregate, per size <i>*(see note below)</i>	C88, T104	\$	150	each
Unit Weight	C29, T19	\$	65	each
Water Content	D2216, C566, T255	\$	25	each
Texas Wet Ball Mill	TEX116E	\$	300	each
Decantation Wash	TEX406A	\$	90	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	140	each

**Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

FILTER MEDIA TESTS

Test	Standard Test Method [†]	Fee		
		\$		
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$	185	each
Filter Media, Mohs Hardness	AWWA B100	\$	185	each
Filter Media, Percent Silica		\$	200	each
Acid Solubility	AWWA B100	\$	185	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
Concrete Compression	C39	\$	32	each
Concrete Core Compression	C42	\$	85	each
Concrete Flexural Strength	C78	\$	105	each
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	32	each
Concrete Drying Shrinkage, set of 3	C157	\$	510	Each
Concrete Core Thickness	C174	\$	45	each
Concrete Laboratory Trial Batch*	C192	\$	1,350	each
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2,400	each
Concrete Modulus of Elasticity	C469	\$	350	each
Concrete Splitting Tensile Strength	C496	\$	105	each
Concrete Absorption	C497, C642	\$	160	each
Concrete Cylinder Unit Weight	C567	\$	160	each
Non-Shrink Grout Compression	C1107, C579	\$	32	each
Shotcrete Compression	C1140, C1604	\$	85	each
Concrete Chloride Ion Penetration	C1202	\$	750	each
Concrete Paving Slab Modulus of Rupture	C1782	\$	750	each
Concrete Direct Tensile	D2936, CRD C164	\$	500	each
CLSM Compression	D4832	\$	45	each

**Includes 6 cylinders (4x8 or 6x12) or 6 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates*

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
RCC Compression	C1435/C39	\$	65	each
RCC Air Content	C1849	\$	50	each
RCC Unit Weight	C1849	\$	50	each
RCC Consistency and Density (VeBe)	C1170	\$	1,600	each
RCC Accelerated Cure	C1768 - modified	\$	750	each
RCC Trial Batch	ACI 211.1	\$	4,800	each
RCC Aggregate Mixing	ACI 211.1	\$	2,000	each

MASONRY TESTS

Test	Standard Test Method [†]	Fee		
Masonry Grout Compression	C1019, C942	\$	32	each
Masonry Mortar Compression	C270, C780	\$	32	each
Masonry Core Compression and Shear	CA DSA	\$	170	each
Masonry Prism Compression	C1314	\$	125	each
CMU Absorption and Received Moisture	C140	\$	100	each
CMU Compression	C140	\$	105	each
CMU Dimension Verification	C140	\$	45	each
CMU Lineal Shrinkage	C426	\$	250	each
CMU/Seg. Retaining Wall Unit Freeze-Thaw	C1262	\$	1,750	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ROCK TESTS

Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	100	each
Rock Direct Shear, 1 Point	D5607	\$	350	each
Rock Mohs Hardness	IRSM	\$	45	each
Rock Point Load Index, per Point*	D5731	\$	55	each
Rock Slake Durability	D4644	\$	200	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	100	each
Rock Direct Tensile	D2936	\$	250	each
Rock Triaxial Compression	D7012-A	\$	420	each
Rock Triaxial Compression w/Modulus of Rupture	D7012-B	\$	560	each
Rock Unconfined Compression	D7012-C	\$	250	each
Rock Unconfined Compression w/Modulus of Rupture	D7012-D	\$	500	each

Above testing fees include routine sample preparation (end grinding) and sample photographs

**Point load and splitting tensile test fees are per break, not per set of 10.*

ASPHALT TESTS

BINDER TESTS				
Test	Standard Test Method[†]	Fee		
Absolute Viscosity	D2171	\$	220	each
Bitumen Penetration	D5	\$	85	each
Kinematic Viscosity	D2170	\$	200	each
Recovery by Roto-Vapor	D5404	\$	365	each
Softening Point, Ring & Ball	D36	\$	105	each
Bitumen Recovery by Abson Method	D5404	\$	375	each
Ductility of Bitumen	D113	\$	130	each
Resilience of AR Binders	D5329	\$	80	each

EMULSION TESTS				
Test	Standard Test Method[†]	Fee		
Emulsion Elastic Recovery	D6084, T301	\$	260	each
Emulsion Settlement	D6930, T59	\$	235	each
Emulsion Sieve Test	D6933, T59	\$	105	each
Emulsion Storage Stability	D6930, T59	\$	185	each
Emulsion Torsional Recovery	CT332	\$	160	each
Particle Charge	D7402, T59	\$	105	each
Residue by Evaporation	D6934, T59	\$	115	each
Saybolt Viscosity	D7946, T59	\$	160	each

[†]Common ASTM, AASHTO and DOT test methods.

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GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

ASPHALT TESTS (continued)

MIX PROPERTY TESTS				
Test	Standard Test Method[†]	Fee		
Air Voids Determination (<i>calculation only</i>)	D3203, AI-MS-2	\$	60	each
VMA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
VFA Determination (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
Volumetric Properties (<i>calculation only</i>)	AI-MS-2, CT-LP-2	\$	55	each
AC Moisture Content	T329	\$	60	each
Gradation of Extracted Aggregate	D5444	\$	125	each
AC Content by Extraction	D2172	\$	220	each
AC Content by Ignition Oven	D6307, T308	\$	160	each
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	350	each
Hveem Stability	D1560	\$	350	each
Hveem Stability without Compaction	D1560	\$	185	each
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	175	each
AC Swell	CT305	\$	500	each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350	each

DESIGN AND DENSITY TESTS				
Test	Standard Test Method[†]	Fee		
AC Core Thickness	D3549	\$	15	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55	each
Unit Weight, Gyrotory Method	T312	\$	325	each
Unit Weight, Hveem Method	D1561	\$	310	each
Unit Weight, Marshall Method	D6926	\$	225	each
Maximum Theoretical Specific Gravity	D2041	\$	165	each
Moisture Induced Damage	T283	\$	1,470	each
Moisture Vapor Susceptibility	CT307	\$	600	each
Hamburg Wheel Track, Set of 2	T324	\$	1,100	each
Index of Retained Strength	D1075	\$	1,250	each
Indirect Tensile Strength (<i>does not include compaction</i>)	D6931	\$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	\$	350	each
Caltrans Tensile Strength Ratio	CT371	\$	2,000	each
Caltrans Opt Bitumen Content OGFC	CT368	\$	1,850	each
Centrifuge Kerosene Equivalent	CT303	\$	300	each
Film Stripping	CT302	\$	150	each
Mix Design, Hveem Method w/RAP	CT367	\$	7,800	each
Mix Design, Hveem Method	CT367	\$	6,000	each
Mix Design, Marshall Method	AI-MS-2	\$	3,250	each
Mix Design, Superpave Method	AI-MS-2	\$	7,500	each

[†]Common ASTM, AASHTO and DOT test methods.

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**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

METAL TESTS

BOLT TESTS				
Test	Standard Test Method[†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	225	each
Bolt Hardness	E18	\$	30	each
Bolt Proof Load	F606	\$	45	each
Bolt Wedge Tensile	F606	\$	45	each
Nut Hardness	E18	\$	30	each
Nut Proof Load	F606	\$	45	each
Washer Hardness	E18	\$	30	each

**An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

REINFORCING BAR TESTS				
Test	Standard Test Method[†]	Fee		
Bend	A370, E290	\$	45	each
Rebar Tensile, up to No. 11	A370, E8	\$	95	each
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	200	each
Rebar Coupler Slip	A370, A1034, CT670	\$	150	each
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	90	each
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	200	each
CT670 Strain (Elongation)	CT670	\$	20	each
Headed Rebar Tensile, up to No. 11	A370, A970	\$	90	each
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	200	each
Modulus of Elasticity*	A370	\$	125	Each
Epoxy Coating Thickness	A775, A934	\$	100	each
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	100	each
Epoxy Flexibility - Bending	A775, A934	\$	75	each

**In addition to the testing fee.*

METAL TESTS				
Test	Standard Test Method[†]	Fee		
PT Strand Tensile	A370, A1061	\$	165	each
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	150	each
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	250	each
Reduced Section Tensile*	A370	\$	125	each
Rockwell Hardness	E18	\$	30	each
Macroetch	E381	\$	250	each
Charpy Impact, Set of 3 **	A370, A673	\$	375	each
Galvanization Thickness	B499, E376	\$	25	each
Fireproofing Density	E605	\$	75	each

**Machining test specimens is not included. Additional fees for stress-strain diagram.*

***Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.*

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method†	Fee		
Dimension Stone, Absorption/Specific Gravity	C97	\$	220	set/5
Dimension Stone, Compressive Strength	C170	\$	220	set/5
Dimension Stone, Flexural Strength	C880	\$	220	set/5
Dimension Stone, Modulus of Rupture	C99	\$	220	set/5

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method†	Fee		
Hydraulic Ram Verification	E4	\$	315	each
Tensile and Elastic Modulus Polymer Composite Materials	D3039	\$	650	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	\$	100	each
Sample Crushing		\$	150	each
Sample Cutting and Trimming		\$	35	each
Sample Mixing and Processing		\$	105	each
Sample Preparation		\$	55	each
Sample Preparation, per hour		\$	105	each
Sample Remolding		\$	80	each
Contamination Fee		\$	250	each
Sample Disposal Fee		\$	10	each

†Common ASTM, AASHTO and DOT test methods.

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**KLEINFELDER FEE SCHEDULE FOR SR-47 / VINCENT THOMAS BRIDGE & FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION
GEOTECHNICAL / MATERIALS TESTING EQUIPMENT**

EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT			
Equipment	Invoice Name	Test Method[†]	Price
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 /day

VEHICLES		
Description	Invoice Name	Price
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	Current IRS Rate
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	Current IRS Rate
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	Current IRS Rate
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour

OFFICE EQUIPMENT		
Description	Invoice Name	Price
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD – BOND	\$0.60 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER FEE SCHEDULE FOR
ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT**

SOIL AND WATER

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
2" Ground Pump and Controller (Per Day)	2" GRND PUMP & CTRLR	\$130.00 / day
3" Submersible Pump (Per Day)	3" SUBMERSIBLE PUMP	\$100.00 / day
4 Channel Datalogger & Transdcr (Per Day)	4 CHANNEL DATALOGGER	\$210.00 / day
Acoustic Water Level Indicator (Per Day)	ACOUS WTR LEVEL IND	\$145.00 / day
HACH Alkalinity Test Kit	ALKALINITY TEST KIT	\$10.50 / each
Aquistar Datalogger / 2 Channel (Per Month)	AQUISTAR DATALOG /MO	\$1,975.00 / each
Aquistar Datalogger / 2 Channel (Per Week)	AQUISTAR DATALOG /WK	\$400.00 / each
Aquistar Datalogger / 2 Channel (Per Day)	AQUISTAR DATALOGGER	\$63.00 / each
Bailers – 1.6"	BAILERS – 1.6"	\$5.25 / each
Bailers – 3"	BAILERS – 3"	\$10.50 / each
Bailers (Per Day)	BAILERS /DAY	\$56.00 / each
2 X 6 Brass Tubes	BRASS TUBES	\$10.00 / each
CO ₂ / O ₂ Meter (Per Day)	CO2/O2 METER /DAY	\$56.00 / each
Combo Meter (Per Day)	COMBO METER /DAY	\$105.00 / each
Combo Meter (Half Day)	COMBO METER /HD	\$40.00 / each
Combo Meter (Per Month)	COMBO METER /MONTH	\$1,260.00 / each
Combo Meter (Per Week)	COMBO METER /WEEK	\$285.00 / each
Combo Meter (Per Hour)	COMBO METER, HOURLY	\$21.00 / each
Conduct Based Water Level Indicator (Per Day)	CONDUCT BSED WTR LVL	\$63.00 / each
Conductivity / PH / Temp Monitor (Per Week)	CONDUCT/PH/TEMP /WK	\$115.00 / each
Conductivity / PH / Temp Monitor (Per Day)	CONDUCT/PH/TEMP MTR	\$63.00 / each
Dissolved Oxygen Meter (Half Day)	DISLVD OXYG MTR /HD	\$18.50 / each
Dissolved Oxygen Meter (Per Hour)	DISLVD OXYG MTR /HR	\$7.50 / each
Dissolved Oxygen Meter (Per Month)	DISLVD OXYG MTR /MO	\$370.00 / each
Dissolved Oxygen Meter (Per Day)	DISLVD OXYG MTR/DAY	\$62.00 / each
Dissolved Oxygen Meter (Per Week)	DISLVD OXYG MTR/WK	\$230.00 / each
Groundwater / Liquid Sampling (Half Day)	GRDWTR/LIQ SAMPL /HD	\$86.00 / each
2" Ground Pump and Controller (Half Day)	GROUNDWATER PUMP/HD	\$39.00 / each
Grundfos Rediflo Pump (Per Day)	GRUNDFOS PUMP /DAY	\$160.00 / each
Groundwater Depression Pump (Per Month)	GW DEPRESSION PUMP	\$1,190.00 / each
Groundwater Sampling Trailer (Per Day)	GW SAMP TRAILER/DAY	\$665.00 / each
Groundwater Samp Truck / Trailer (Per Hour)	GW SAMP TRAILER/HR	\$93.00 / each
HORIBA Water Quality Meter (Per Day)	HORIBA WTR QUAL MTR	\$105.00 / each
HYDAC Water Quality Meter (Per Day)	HYDAC WATER QUAL MTR	\$26.00 / each
HYDAC Water Quality Meter (Half Day)	HYDAC WTR QUL MTR/HD	\$13.00 / each
Interface Probe (Per Day)	INTERFACE PROBE	\$75.00 / each
Interface Probe (Half Day)	INTERFACE PROBE /HD	\$21.00 / each
Interface Probe (Per Hour)	INTERFACE PROBE /HR	\$10.50 / each
Interface Probe (Per Month)	INTERFACE PROBE /MO	\$620.00 / each
Interface Probe (Per Week)	INTERFACE PROBE /WK	\$235.00 / each
Micropurge Backpack (Per Day)	MICROPURGE BACKPACK	\$105.00 / each
Peristaltic Pump (Per Week)	PERISTALTIC PUMP /WK	\$160.00 / each
Peristaltic Pump (Per Day)	PERISTALTIC PUMP/DAY	\$93.00 / each
Peristaltic Pump (Per Hour)	PERISTALTIC PUMP/HR	\$21.00 / each
Peristaltic Pump (Per Month)	PERISTALTIC PUMP/MO.	\$750.00 / each
PH Meter (Per Day)	PH METER/DAY	\$31.00 / each

**KLEINFELDER FEE SCHEDULE FOR
ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT**

SOIL AND WATER (continued)

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Purge Pump (Per Day)	PURGE PUMP / DAY	\$38.00 / each
Micro Purge Bladder Pump (Per Day)	QED BLADDER PUMP/DAY	\$105.00 / each
QED Filters	QED FILTERS	\$25.00 / each
Poly Bladders Used with MP-SP	QED POLY BLADDERS	\$26.00 / each
Submersible GW Pump, Daily	SUBMERSIBLE GW PUMP	\$79.00 / each
Submersible GW Pump (Per Month)	SUBMERSIBLE PUMP /MO	\$1,260.00 / each
Submersible GW Pump (Per Week)	SUBMERSIBLE PUMP /WK	\$315.00 / each
3" Submersible Pump (Per Hour)	SUBMERSIBLE PUMP/HR	\$26.00 / each
HACH Sulfate Test Kit	SULFATE TEST KIT	\$26.00 / each
Surface Soil Sampling Equip. (Per Day)	SURF SOIL SAMP EQUIP	\$130.00 / each
Turbidity Meter (Per Day)	TURBIDITY METER/DAY	\$69.00 / each
Water Level Meter	WATER LEVEL METER	\$17.50 / each
Water Level Meter (Half Day)	WATER LEVEL MTR /HD	\$37.00 / each
Water Qual Meter PH,EC,T,DO,TR (Per Day)	WATER QUAL MTR PH,EC	\$115.00 / each
Domestic Wells Sample Kit	WATER SAMPLE KIT	\$160.00 / each
Waterra Pump (Gas) / Per Day	WATERRA PUMP (GAS)	\$230.00 / each
Well Purge Tubing (Per Foot)	WELL PURGE TUBING/FT	\$0.70 / each
Water Level Pressure Transducer (Per Day)	WTR LVL PRES TRNS/DY	\$35.00 / each
Water Level Pressure Transducer (Per Hour))	WTR LVL PRES TRNS/HR	\$10.50 / each
Water Level Pressure Transducer (Per Month)	WTR LVL PRES TRNS/MO	\$925.00 / each
Water Level Pressure Transducer (Per Week)	WTR LVL PRES TRNS/WK	\$230.00 / each

AIR AND GAS

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Calibration Gas (Per Day)	CALIBRATION GAS/DAY	\$10.00 / each
Combustible Gas Analyzer (Per Day)	COMBUST GAS ANALZR	\$75.00 / each
Combustible Gas Analyzer (Per Month)	COMBUST GAS ANLZR/MO	\$800.00 / each
Combustible Gas Analyzer (Per Week)	COMBUST GAS ANLZR/WK	\$260.00 / each
Drager Hand Pump (Per Day)	DRAGER HAND PUMP	\$7.00 / each
Explosimeter	EXPLOSIMETER	\$26.00 / each
Flame Ionization Detector (Per Day)	FLAME ION DETECTR/DY	\$75.00 / each
Flame Ion Detector (Per Month)	FLAME ION DETECTR/MO	\$1,080.00 / each
Flame Ion Detector (Per Week)	FLAME ION DETECTR/WK	\$370.00 / each
Gas Chromatograph (Per Day)	GAS CHROMATOGRAPH	\$200.00 / each
Air Flow Meter by TSE (Per Day)	HAND HELD FLOW METER	\$58.00 / each
Hi-Volume Air Sampler (Per Day)	HI-VOLUME AIR SAMPLR	\$93.00 / each
Landfill Gas Flare (Per Week)	LANDFILL GAS FLARE	\$1,215.00 / each
Landfill Meter (Per Day)	LANDFILL METER	\$75.00 / each
Lantec GA-90 Gas Analyzer (Per Day)	LANTEC GA90 GAS ANAL	\$200.00 / each
LEL/O2/H2S/CO Monitor (Half Day)	LEL/O2/H2S/CO MON/HD	\$26.00 / each
LEL/O2/H2S/CO Monitor (Per Hour)	LEL/O2/H2S/CO MON/HR	\$10.50 / each
LEL/O2/H2S/CO Monitor (Per Month)	LEL/O2/H2S/CO MON/MO	\$695.00 / each
LEL/O2/H2S/CO Monitor (Per Week)	LEL/O2/H2S/CO MON/WK	\$525.00 / each
LEL/O2/H2S/CO Monitor (Per Day)	LEL/O2/H2S/CO MONITR	\$165.00 / each
Organic Vapor ANA STR CH REC (Per Day)	ORG VAP ANLZR STR CH	\$265.00 / each
Org. Vapor Analyzer/Photoion Detector (Per Day)	ORG VAP ANLZR/PID/DY	\$230.00 each

KLEINFELDER FEE SCHEDULE FOR ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT

AIR AND GAS (continued)

Org. Vapor Analyzer/Photoion Detector (Per Mo)	ORG VAP ANLZR/PID/MO	\$2,440.00 / each
Org. Vapor Analyzer/Photoion Detector (Per Week)	ORG VAP ANLZR/PID/WK	\$700.00 / each
Photo Ionization Detector (Per Day)	PHOTO ION DETECTOR	\$200.00 / each
Photo Ionization Detector (Half Day)	PHOTO ION DETECTR/HD	\$31.00 / each
Photo Ionization Detector (Per Hour)	PHOTO ION DETECTR/HR	\$21.00 / each
Photo Ionization Detector (Per Month)	PHOTO ION DETECTR/MO	\$895.00 / each
Photo Ionization Detector (PID) Weekly	PID (PER WEEK)	\$420.00 / each
Soil Vapor Probe Equipment (Per Day)	SOIL VAP PROBE EQUIP	\$465.00 / each
Summa Manifold (Per Day)	SUMMA SAMPLING TRAIN	\$17.50 / each
Tedlar Bag	TEDLAR BAG	\$17.50 / each
Vacuum Pump (Per Day)	VACUUM PUMP/DAY	\$38.00 / each
Air Velocity Meter (Per Day)	VELOCICALC METER	\$46.00 / each

MONITORING WELL INSTALLATION

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
2" x 10' PVC Blank	2"X10' PVC BLANK	\$58.00 / each
2" x 10' PVC Screen	2"X10' PVC SCREEN	\$58.00 / each
2" x 5' PVC Blank	2"X5' PVC BLANK	\$13.00 / each
2" x 5' PVC Screen	2"X5' PVC SCREEN	\$22.00 / each
4" Snap Caps	4" SNAP CAPS	\$10.50 / each
4" x 4" x 5' Monument	4"x4"x5' MONUMENT	\$140.00 / each
7" Well Manhole Cover	7" WELL MANHOLE CVR	\$52.00 / each
8" Diameter Well Boxes	8" DIA WELL BOXES	\$92.00 / each
Bentonite Pellets 50# Bucket 2	BENTONITE PELLETS	\$145.00 / each
Casing PVC Cap 2"	CASING PVC CAP 2"	\$19.00 / each
Casing PVC Plug 4"	CASING PVC PLUG 4"	\$31.00 / each
Locking Steel Well Cover	LOCKING STL WELL CVR	\$115.00 / each
Well Development Tool (Per Day)	WELL DEVEL TOOL/DAY	\$75.00 / each
Well Screen or Riser Pipe (1") /Per 5'	WELL SCR/RISER PIPE	\$17.50 / each

HEALTH AND SAFETY

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Latex Gloves (Per Box)	LATEX GLOVES /BOX	\$35.00 / each
Nitrile Gloves (Per Pair)	NITRILE GLOVES	\$1.05 / each
Organic Vapor Cartridges (Per Set)	ORG VAPOR CARTRIDGES	\$19.00 / each
OSHA / NIOSH Air Sampling (Per Day)	OSHA/NIOSH AIR SAMPL	\$17.50 / each
Pump for OSHA / NIOSH Air Sampling (Per Day)	PERSONAL SMPLNG PUMP	\$35.00 / each
Respirator Cartridges (Per Pair)	RESPIRATOR CARTRIDGE	\$13.00 / each
Portacount Respirator Fit Tester (Per Day)	RESPIRATOR FIT TESTR	\$110.00 / each
Tyvek Suits	TYVEK SUITS	\$19.00 / each
Level B Protection (Per Day)	LEVEL B PROTECTION	\$315.00 / day
Level C Protection (Per Day)	LEVEL C PROTECTION	\$200.00 / day
Level D Protection (Per Day)	LEVEL D PROTECTION	\$57.00 / day
Limited Level D Protection (Per Day)	LTD LEVEL D PROTECT	\$45.00 / day

**KLEINFELDER FEE SCHEDULE FOR
ENVIRONMENTAL SAMPLING AND TESTING EQUIPMENT**

GEOPHYSICAL EXPLORATION

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Seismic Geophysical Survey Equip (Per Day)	SEISMC GEOPHYS EQUIP	\$525.00 / day
Seismo/12 CH Nimbus ES-1210F (Per Day)	SEISMO/12 CH /DAY	\$590.00 / day

OTHER EQUIPMENT CHARGES

VEHICLES

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Mileage, 2 Wheel Drive (Per Mile)	MILEAGE, 2 WH/MILE	\$0.80 / mile
Mileage, 4 Wheel Drive (Per Mile)	MILEAGE, 4 WH/MILE	\$1.60 / mile
Vehicle, 2 Wheel Drive (Per Hour)	VEHICLE, 2 WHEEL/HR	\$10.00 / hour
Vehicle, 4 Wheel Drive (Per Hour)	VEHICLE, 4 WHEEL/HR	\$19.00 / hour
Vehicle w/Std Testing Equip (Per Hour)	VEH W/STD EQUIP/HR	\$19.00 / hour
Vehicle w/Nuclear Dens Equip (Per Hour)	VEH W/ND EQUIP/HR	\$25.00 / hour
Veh w/ Ultrasonic, Magnetic Particle Equip (Per Hour)	VEH W/UT EQUIP/HR	\$25.00 / hour

OFFICE EQUIPMENT

<u>Description</u>	<u>Invoice Name</u>	<u>Price</u>
Microcomputer & Support Hardware (Per Hour)	MICROCOMPUTER / HR.	\$25.00 / hour
Personal Computer with Basic Software (Per Hour)	PERSONAL COMPUTER/HR	\$19.00 / hour
Reproduction (Per Page)	REPRODUCTION/PAGE	\$0.65 / page
Telephone (Per Minute)	TELEPHONE, PER MIN.	\$0.65 / min
Facsimile Copies (Per Page)	FAXES (PER PAGE)	\$3.00 / page
Report Surcharge (Per Copy)	REPORT (PER COPY)	\$44.00 / each
Bond Cost for CADD (Per Square Foot)	CADD – BOND	\$0.60 / sq ft
Mylar Cost for CADD (Per Square Foot)	CADD – MYLAR	\$3.50 / sq ft
Press Bond for CADD (Per Square Foot)	CADD – PRESS BOND	\$1.15 / sq ft
Vellum Cost for CADD (Per Square Foot)	CADD – VELLUM	\$1.75 / sq ft
CADD Workstation (Per Hour)	CADD WORKSTATION /HR	\$15.75 / hour

**EXHIBIT H
FORM OF INVOICE FOR CONSULTANT TO USE**

Company Name and 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. _____

Consultant Contact: _____
Telephone: _____

Project Title: STATE ROUTE 47/VINCENT THOMAS BRIDGE AND FRONT STREET/ HARBOR
BOULEVARD INTERCHANGE RECONFIGURATION PROJECT
CONSTRUCTION MANAGEMENT CONSULTING SERVICES

Agreement No.: _____

Directive No.	Task No.	Description	Fee Type	Authorized Amount	Total Earned to Date	Prior Invoice	Current Invoice

Subtotal

Total Compensation \$ _____
Less Prior Invoices \$ _____
Total Amount Due This Invoice \$ _____

"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."

Name, Project Manager

Date

Time and Material Details:

Name	Description	Rate	Hours	Amount	Markup	Total

Attachments:

- Consultant Timesheets (for T&M Tasks)
- Subconsultant Invoice with Timesheets (for T&M Tasks)
- Monthly Subconsultant Monitoring Report

EXHIBIT I

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DVBE/DBE participation levels achieved for the month of _____ covered by the referenced Agreement number, _____.

Agreement No.: _____ **Division:** Construction **Contract Administrator:** SR47/VTB and Front St/Harbor B
Consultant: _____ **Group*:** _____ **Contract Title/Project:** Interchange Reconfiguration
Original Agreement Amount: _____ **Agreement Start Date:** _____ **Agreement End Date:** _____

Total Earned Value to Date: _____ **VSBE** **OBE** **WBE** **DVBE**
Original Proposed Sub./Suppl. Percentages: **SBE** **VSBE** **MBE** **WBE** **DVBE**

Agreement-required minimum percentages (in parentheses) (25%) (5%)
 The VSBE and Total SBE min-required percentages above, are not additive. The Total SBE percentage includes VSBE participation.

	Name of Subcontractor/ Supplier	Type of Work Performed	SBE/VSBE	MBE/WBE/DVBE/DBE/OBE	PROPOSED			ACTUALS		
					Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage	
1										
2										
3										
VSBE Subtotal:										

1										
2										
3										
4										

SBE Subtotal (Exclusive of VSBE): _____
Total SBE (Inclusive of VSBE): _____

1										
2										
3										
4										

Directions:

Original Proposed Percentage =
 Earned Value to Date Percentage =
 Total Earned Value Percentage =

Non-SBE Total:

Original Proposed Amount / Original Contract Amount
 Earned Value to Date / Original Proposed Amount
 Earned Value to Date / Total Earned Value to Date

MBE = Minority Business Enterprise
 WBE = Women Business Enterprise
 DVBE = Disabled Veteran Bus. Enterprise
 DBE = Disadvantaged Business Enterprise

*Group = SBE / VSBE / MBE / WBE / OBE / DVBE

EXHIBIT J
SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM
LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov 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.

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

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

The Harbor Department defines a LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Fountainhead Consulting Corporation
Name of Firm

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

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

SBE VSBE MBE WBE DVBE OBE

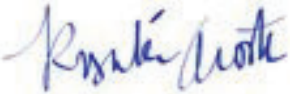
- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business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

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

Only one box must be checked:

LBE Non-LBE

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

Signature:  _____

Printed Name: Rosalie Acosta

Title: Corporate Secretary

Date Signed: April 6, 2022

Consultant Description Form

PRIME CONSULTANT:

Contract Title: SR-47 / Vincent Thomas Bridge & Front Street / Harbor Blvd. Interchange

Business Name: Fountainhead Consulting Corporation RAMP ID#: 93629

Award Total: \$ \$6,617,073.00

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

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541330 / 237310 / 237990

Address: 5030 Range Horse Lane

City/State/Zip: Rolling Hills Estates, CA 90274

County: Los Angeles

Telephone: (909) 512.2815 FAX: ()

Contact Person/Title: Ivan Benavidez, Director

Email Address: ibenavidez@fountainheadcorp.com

SUBCONSULTANT:

Business Name: Costin Public Outreach Group RAMP ID#: 71886

Award Total: (% or \$): 1.44%

Services to be provided: Public Outreach

Owner's Ethnicity: White Gender Female Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES NO X (Check only one)

Primary NAICS Code: 541820

Address: 18091 Fieldbury Lane

City/State/Zip: Huntington Beach, CA 92647

County: Orange

Telephone: (310) 806.3825 FAX: () None

Contact Person/Title: Sara Costin Mockus, Owner / CEO

Email Address: sara@costinoutreachgroup.com

SUBCONSULTANT:

Business Name: AECOM Technical Services RAMP ID#: 3677

Award Total: (% or \$): 5.26%

Services to be provided: Claims & Safety

Owner's Ethnicity: N/A Gender N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES X NO (Check only one)

Primary NAICS Code: 541330

Address: 999 Town & Country Road

City/State/Zip: Orange, CA 92868

County: Orange

Telephone: (714) 567.2400 FAX: (714) 567.2594

Contact Person/Title: Matthew Gollan, Associate Vice President

Email address: matthew.gollan@aecom.com

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: The Morcos Group, Inc. RAMP ID#: 31231

Award Total: (% or \$): 11.31% VSBE

Services to be provided: Document Control / Clerical

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

Local Business Enterprise: YES NO _____ (Check only one)

Primary NAICS Code: 541330

Address: 848 S. Ridgeley Dr., Suite 100

City/State/Zip: Los Angeles, CA 90036

County: Los Angeles

Telephone: (310) 479-4727 FAX: () _____

Contact Person/Title: Sherif Morcos, Vice President

Email Address: Sherif@themorcosgroup.com

SUBCONSULTANT:

Business Name: Global Leadership Alliance (GLA) RAMP ID#: 93710

Award Total: (% or \$): 1.44%

Services to be provided: Partnering Facilitation Services

Owner's Ethnicity: NA Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO (Check only one)

Primary NAICS Code: 541611

Address: PO Box 2845

City/State/Zip: Granite Bay, CA 95746

County: Placer County

Telephone: (916) 690.6899 FAX: () N/A

Contact Person/Title: Liz Romo, Strategic Communications Manager

Email address: lizromo88@gmail.com

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: Kleinfelder, Inc RAMP ID#: 40668

Award Total: (% or \$): 5.76%

Services to be provided: Quality Assurance and Source Inspection

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

Local Business Enterprise: YES X NO _____ (Check only one)

Primary NAICS Code: 541330

Address: 707 Wilshire Blvd, Suite 1450

City/State/Zip: Los Angeles, CA 90017

County: County of Los Angeles

Telephone: (213) 622-3706 FAX: (213) 612-4954

Contact Person/Title: Dany Hanna, PE, Client Account Manager / Vice President

Address: dhanna@kleinfelder.com

SUBCONSULTANT:

Business Name: Lenax Construction Services, Inc. RAMP ID#: 500

Award Total: (% or \$): 9.33% SBE

Services to be provided: Specialized Scheduling, Independent Estimating

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

Local Business Enterprise: YES X NO _____ (Check only one)

Primary NAICS Code: 541611, 541618

Address: 3700 Wilshire Blvd., Suite 560

City/State/Zip: Los Angeles, CA 90010

County: Los Angeles

Telephone: (213) 637-9146 FAX: (213) 637-9149

Contact Person/Title: Adam Zitser, Vice President

Email address: Adam.Zitser@Lenax.com

EXHIBIT K

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

EXHIBIT K

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT L - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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.