LOS ANGELES BOARD OF HARBOR COMMISSIONERS
Harbor Administration Building
425 S. Palos Verdes Street
San Pedro, California 90731

REGULAR MEETING AGENDA
THURSDAY, JULY 20, 2023 AT 9:00 AM

Board of Harbor Commissioners
Edward R. Renwick, Vice President
Diane L. Middleton
Michael Muñoz
Lucille Roybal-Allard
I. Lee Williams

BOARD MEETINGS - The Board's Regular Meetings are held at 9:00 A.M. at the Harbor Administration Building Boardroom as scheduled on the Port's website at www.portoflosangeles.org. A quorum of three of five Commissioners is required to transact business and three Aye votes are required to carry a motion.

OPPORTUNITIES FOR THE PUBLIC TO ATTEND THE MEETING AND PROVIDE PUBLIC COMMENTS

- Members of the public may attend the Board meeting in person at the Harbor Administration Building located at 425 S. Palos Verdes St., San Pedro, CA 90731.
- The Board meeting will also be broadcast live at https://www.portoflosangeles.org/commission/agenda-archive-and-videos. Live Board meetings can also be heard at: (213) 621-CITY (Metro), (818) 904-9450 (Valley), (310) 471-CITY (Westside) and (310) 547-CITY (San Pedro Area).
- In-Person Comments: Live, oral public comments will be taken in person, only, and not via teleconference. Members of the public will be given an opportunity to address the Board on (1) any item on the agendas prior to the Board's consideration of that item, including the consent and closed session agenda; and (2) subjects within the subject matter jurisdiction of the Board (general public comment). Members of the public who wish to speak should complete a speaker card indicating the agenda item number on which they will comment, or designate "general public comment." Each speaker is allowed to speak up to 3 minutes per agenda item. The Presiding Officer shall, however, exercise discretion to determine if such period of time should be reduced or extended based upon, but not limited to, such factors as the length of the agenda or substance of the agenda items, the quantity of public comment speaker cards submitted, the need for the Board to conclude its business as expeditiously as is practicable and/or the Board is at risk of losing a quorum, among other factors. Upon request, non-English speakers will be granted additional speaking time for translation assistance.

- Written comments or materials may be submitted by emailing commissioners@portla.org or brought to the meeting. If you request to distribute documents to the full Commission, please present the Board Secretary with twelve (12) copies. Otherwise, your materials will simply be added to the official meeting record. All written comments or materials submitted for this meeting will be provided to the Commissioners and entered into the official meeting minutes. Please submit your written comments prior to 3:00 pm on the day before the scheduled meeting. Requests to distribute literature to the general public attendees of the meeting shall be placed on a literature table outside the Boardroom during and until 30 minutes after the Board meeting.
- ***Para sumetir su comentario en español, se puede enviar a nuestro correo electrónico: commissioners@portla.org, un día antes de la junta, o puede llamar a nuestra Oficina de Comisionados al (310) 732-3444 para grabar su mensaje. Alguien de nuestra oficina estará disponible para traducir su comentario en inglés y entregarlo a los Comisionados del Puerto.***

ADDITIONAL INFORMATION

- Commission actions are not final until the expiration of the next five meeting days of the City Council except actions subject to appeal or review by the Council pursuant to the Charter, ordinance or other applicable law. If the Council asserts jurisdiction during this five meeting-day period, the Council has 21 calendar days thereafter in which to act on the matter.
- Please note that this agenda is subject to revision in accordance with the Brown Act. In the event the agenda is revised prior to the meeting, Port staff will post the revised agenda on the Port's web site (www.portoflosangeles.org/). Updated agendas will also be available at the meeting.
- Notice to Paid Representatives: If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.
- As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assistive listening devices, and translation services may be provided. To ensure availability, 72-hour advance notice is required.
- If you have any questions regarding meeting procedures, please contact the Harbor Commission Office prior to the meeting at (310) 732-3444.

ORDER OF BUSINESS

OPEN SESSION

A. Roll Call

B. Election of Officers

PURSUANT TO SECTION 503(A) OF THE CITY OF LOS ANGELES CHARTER, THE BOARD SHALL ELECT ONE OF ITS MEMBERS AS PRESIDENT AND ONE VICE PRESIDENT.

OFFICERS SHALL HOLD OFFICE FOR ONE YEAR AND UNTIL THEIR SUCCESSORS ARE ELECTED, UNLESS THEIR MEMBERSHIP ON THE BOARD EXPIRES SOONER. ELECTIONS SHALL BE HELD DURING ITS LAST MEETING IN JULY OF EACH YEAR, BUT THE BOARD MAY FILL THE UNEXPIRED TERM OF ANY VACANCY OCCURRING IN THE OFFICE OF PRESIDENT OR VICE-PRESIDENT AT ANY MEETING.

THE BOARD OF HARBOR COMMISSIONERS SHALL HOLD ITS ELECTION TODAY FOR THE POSITIONS OF PRESIDENT AND VICE PRESIDENT.

PRESIDENT: _____

VICE PRESIDENT: _____

C. Closed Session

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)

Natural Resources Defense Council, et al. v. City of Los Angeles, et al.
Los Angeles Superior Court Case No. BS070017

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Government Code Section 54956.9)

Natural Resources Defense Council, et al. v. City of Los Angeles, et al.
San Diego Superior Court Case No. 37-2021-00023385-CU-TT-CTL

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Permit 999 with China Shipping Holding Company, Ltd.:

Property:	Berths 100-103, San Pedro
City Negotiator:	Michael DiBernardo
Tenant Negotiator:	Paul Nazzaro
Negotiating Parties:	City and China Shipping Holding Company, Ltd.
Under Negotiation:	Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Subdivision (d)(2) of Government Code Section 54956.9)

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9: (two cases)

C. (Continued)

5. CONFERENCE WITH LEGAL COUNSEL – INITIATE LITIGATION
(Subdivision (d)(4) of Government Code Section 54956.9)

Initiation of litigation pursuant to subdivision (d)(4) of Section 54956.9: (one case)

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Permit 529 with Union Pacific Railroad Company:

Property:	2401 E. Sepulveda Blvd., Wilmington
City Negotiator:	Marisa Katnich
Tenant Negotiator:	Gregory Brigham
Negotiating Parties:	City and Union Pacific Railroad Company
Under Negotiation:	Price and Terms

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Government Code Section 54956.8)

Provide instructions to its real estate negotiators with respect to Permit 953 with Everglades Company Terminal, Inc.:

Property:	Berths 121-126, San Pedro
City Negotiator:	Marisa Katnich
Tenant Negotiator:	Tom VanEynde
Negotiating Parties:	City and Everglades Company Terminal, Inc.
Under Negotiation:	Price and Terms

OPEN SESSION

D. Executive Director Remarks

E. Comment from the Public on Non-Agenda Items

F. Report from the Neighborhood Council Representatives – An opportunity for Neighborhood Council representatives to provide remarks on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Harbor Commissioners.

G. Reports of the Commissioners

H. Board Committee Reports

- Alameda Corridor Transportation Authority Governing Board Meeting of July 13, 2023

I. Approval of the Minutes

- Regular Meeting of June 22, 2023

J. Presentation

None

K. Level I Coastal Development Permit

None

L. Board Reports of the Executive Director

Consent Items (1 – 7)

Construction & Maintenance

1. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40003 TO DXP ENTERPRISES, INC. FOR STORMWATER AND SEWER PUMP PARTS AND REPAIR SERVICES

Transmittal 1
Transmittal 2

Summary: Staff requests approval of Contract No. 40003 with DXP Enterprises, Inc., a Texas corporation with a location in Anaheim, California, for stormwater and sewer pump parts and repair services. The proposed Contract will be for a one-year term with two, one-year options for an amount not to exceed $200,000 for the initial year. If the two renewal options are exercised, then $200,000 will be authorized annually for an overall total not-to-exceed amount of $600,000. The City of Los Angeles Harbor Department (Harbor Department) will be financially responsible for the payment of expenditures incurred under the proposed Contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(3) of the Los Angeles City CEQA Guidelines; (2) find that in accordance with Los Angeles City Charter Section 1022, work under the subject contract can be performed more feasibly by independent contractors than by City employees; (3) approve Contract No. 40003 with DXP for the stormwater and sewer pump parts and repair services in the amount of $200,000 for a period of one year, with two one-year renewal options in the amount of $200,000 per year to be exercised by the Executive Director or his/her designee; (4) authorize the Executive Director to execute and Board Secretary to attest to Contract No. 40003 for and on behalf of the Board; and (5) adopt Resolution No. _____ .

Port Police

2. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39998 TO MOTOROLA SOLUTIONS, INC FOR THE PURCHASE OF MOBILE FIELD VOICE AND DATA COMMUNICATIONS EQUIPMENT

Transmittal 1
Transmittal 2

Summary: Staff requests approval of Contract No. 39998 with Motorola Solutions, Inc., San Diego, CA to provide mobile communication devices and antennas for Los Angeles Port Police vehicles and vessels. The proposed purchase of the APX8500 multi-band radios and antennas will replace the remaining single-band Motorola XTL5000 equipment. The radios and antenna purchased under the proposed contract will facilitate communications consistency in our police vehicles and vessels that already have the multi-band APX8500 radios and antennas. The contract with Motorola Solutions, Inc. is outlined in Formal Bid Request Number F-1156. The total contract amount is $165,002 inclusive of $14,315.20 estimated applicable taxes. The City of Los Angeles Harbor Department will be financially responsible for the payment of expenses incurred under the proposed Contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) award and approve Contract No. 39998 to Motorola Solutions, Inc., for the purchase of mobile communications devices and antennas in the amount of $165,002 inclusive of applicable taxes; (3) authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 39998 for and on behalf of the Board; and (4) adopt Resolution No. _____.

Port Police

3. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39994 TO SAFE BOATS INTERNATIONAL, LLC FOR THE PURCHASE OF TWO T-TOP CENTER CONSOLE BOATS

Transmittal 1
Transmittal 2

Summary: Staff requests approval of Contract No. 39994 with SAFE Boats International, LLC, Bremerton, Washington for the purchase of two T-Top center console boats to replace vessels 2730100 and 2730800, currently in use for the Maritime Law Enforcement Training Center's basic and advanced training courses. The contract with SAFE Boats International, LLC is outlined in Formal Bid Request Number F-1152. The total contract amount is $717,974.32 inclusive of applicable taxes. The contract includes the design, construction, and delivery of the 29'4" center console boats and installation of radio equipment for each vessel, two trailers and training on its operational characteristics. The Harbor Department will be financially responsible for the payment of expenses incurred under the proposed contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) award and approve Contract No. 39994 to SAFE Boats International, LLC for the purchase of the two T-Top center console vessels in the amount of $717,974.32, including applicable taxes; (3) authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 39994 for and on behalf of the Board; and (4) adopt Resolution No. _____.

Engineering

4. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40000 TO UNITED RIGGERS & ERECTORS, INC. FOR PORT OF LOS ANGELES POLICE HEADQUARTERS PERIMETER SECURITY ENHANCEMENTS

Transmittal 1

Summary: Staff requests approval of Contract No. 40000 with United Riggers & Erectors, Inc. of Walnut, CA to construct perimeter security enhancements at the Port of Los Angeles Police Headquarters. The proposed Contract is for a not-to-exceed amount of $337,435. The Harbor Department will be financially responsible for the payment of expenses incurred under the Proposed Contract.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2 (a(3)) and Article III Classes 1(6), 1(12), 2(3), and 3(4) of the Los Angeles City CEQA Guidelines; (2) approve Contract No. 40000 with United Riggers & Erectors, Inc. in the amount of $337,435 for the purchase of Port of Los Angeles Police Headquarters perimeter security enhancements; (3) authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 40000 for and on behalf of the Board; and (4) adopt Resolution No. _____ .

Waterfront & Commercial Real Estate

5. RESOLUTION NO. _____ - ORDER RESETTING COMPENSATION UNDER CONCESSION AGREEMENT NO. 521 WITH 2500 VIA CABRILLO MARINA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Transmittal 1

Summary: Staff requests approval of an Order resetting compensation under Concession Agreement No. 521, which grants 2500 Via Cabrillo Marina, LLC, a California Limited Liability Company the use of approximately 39,531 square feet of City of Los Angeles Harbor Department land at 2500 Via Cabrillo Marina, San Pedro, for constructing, operating and maintaining facilities for a convenience restaurant, charter vessel facility, vessel brokerage and insurance offices, other marine-related offices, marina-related retail sales, and incidental purposes. Via Cabrillo owns the improvements located within the premises and remits ground lease payments to the Harbor Department as rent for the land upon which the improvements are located. Under the proposed Order, effective compensation as of September 1, 2022, will remain at $88,485 per year which is consistent with the annual rent calculated using the change in the Consumer Price Index for all Items, All Urban Consumers for Los Angeles-Long Beach-Anaheim as of July 1, 2022. Effective July 1, 2023, and annually thereafter over the five-year reset period, rent will continue to be adjusted by the annual change in CPI.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; (2) approve the Order resetting compensation under Concession Agreement No. 521 for the five-year period from September 1, 2022, through August 31, 2027; (3) authorize the Board Secretary to attest to the Order resetting compensation to be paid by 2500 Via Cabrillo Marina, LLC pursuant to Section 4(1) of Concession Agreement 521; and (4) adopt Resolution No. _____.

Office of the City Attorney

6. RESOLUTION NO. _____ - WAIVING THE POTENTIAL CONFLICT FOR BURKE, WILLIAMS & SORENSEN, LLP'S JOINT REPRESENTATION OF CITY AND VOPAK TERMINAL LOS ANGELES INC.

Transmittal 1

Summary: The Office of the City Attorney requests approval of a conflict-of-interest waiver with Burke, Williams & Sorensen, LLP which will allow Burke Williams to jointly represent the Harbor Department and Vopak Terminal Los Angeles in Sanchez v. City of Los Angeles, et al., Case No. 23LBCV00788. Approval of the proposed waiver is not anticipated to have a financial impact on the Harbor Department.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act ("CEQA") under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) formally waive any potential conflict that might arise from Burke, Williams & Sorensen, LLP's joint representation of Harbor Department and Vopak in Sanchez v. City of Los Angeles, et al. Case No. 23LBCV00788; (3) authorize the Office of the City Attorney to execute a written conflict waiver; (4) authorize and direct the Board Secretary to transmit the conflict waiver to the City Council for its approval; and (5) adopt Resolution No. _____.

Executive Office

7. RESOLUTION NO. _____ - RESOLUTION APPOINTING MICHAEL DIBERNARDO AS THE ALTERNATE MEMBER TO THE GOVERNING BOARD OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

Recommendation: Board resolve to (1) adopt subject Resolution No._____.

Regular Items (8 – 11)

Engineering

8. RESOLUTION NO. _____ - THIRD AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC. FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE

Transmittal 1
Transmittal 2
Transmittal 3
Transmittal 4
Transmittal 5
Presentation

Summary: Staff requests approval of a Resolution approving Amendment No. 3 to Agreement No. 15-3348 between the City of Los Angeles Harbor Department Sasaki Associates, Inc. of Boston, Massachusetts, to provide planning, engineering, architectural design, landscape design, and bidding and design support during construction for the Wilmington Waterfront Promenade Project. The proposed Amendment will extend the term of the Agreement by one year from seven years and ten months currently to eight years and ten months as proposed. In addition, $300,000 will be added to the Agreement which will increase the not-to-exceed compensation from $3,690,000 currently to $3,990,000 as proposed. Amendment No. 3 is required at this time in response to construction delays associated with the Project. The Harbor Department will continue to be financially responsible for the payment of expenses incurred under the Agreement.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines; (2) find that in accordance with the City Charter Section 1022, the services required can be performed more feasibly by an outside contractor than by City employees; (3) approve Amendment No. 3 to Agreement No. 15-3348 between the City of Los Angeles Harbor Department and Sasaki Associates, Inc. for the Wilmington Waterfront Promenade Project (Project) utilizing the same Engineer of Record by adding $300,000 to the compensation for a total not-to-exceed amount of $3,990,000 and adding twelve months to the term of the agreement with a completion date of August 08, 2024; (4) direct the Board Secretary to transmit Amendment No. 3 to Agreement 15-3348 to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code; (5) authorize the Executive Director to execute and the Board Secretary to attest to said Amendment for and on behalf of the Board; and (6) adopt Resolution No. _____.

Waterfront & Commercial Real Estate

9. RESOLUTION NO. _____ - APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 22-9878 BETWEEN SWA GROUP, INC, AND THE CITY OF LOS ANGELES HARBOR DEPARTMENT FOR THE SAN PEDRO WATERFRONT CONNECTIVITY PLAN

Transmittal 1
Presentation

Summary: Staff requests approval of the First Amendment to Agreement No. 22-9878 with SWA Group, Inc. to add scope to the San Pedro Waterfront Connectivity Plan by conducting broader community engagement within the San Pedro community; to increase the not-to-exceed amount by $40,000 from $498,000 to $538,000; and to extend the one year term of the agreement by four months from August 17, 2023, to December 17, 2023.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines; (2) find that, in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees; (3) approve the First Amendment to Agreement No. 22-9878 with SWA; (4) authorize the Executive Director to execute and the Board Secretary to attest to the said Agreement for and on behalf of the Board; and (5) adopt Resolution No. _____.

Cargo Marketing

10. RESOLUTION NO. _____ - APPROVE **TEMPORARY** ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, "GENERAL RATE INCREASE"

Transmittal 1
Transmittal 2
Transmittal 3
Presentation

Summary: Staff requests approval to amend Port of Los Angeles Tariff No. 4 to increase rated tariff items based on the West Region Consumer Price Index for All Urban Consumers. The California Association of Port Authorities, of which the Port of Los Angeles is a member, adopted an annual general rate increase methodology for tariffs based on the CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. On April 28, 2022, the Board of Harbor Commissioners approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI through CAPA, effective August 1, 2022. Prior to that, the Port implemented GRIs in the Port's Tariff No. 4 in calendar years 2004 and 2005, and a 1.7 percent GRI for a temporary 9-month period in July 2013 - March 2014 under Temporary Orders only, which expired when it was not approved by City Council under Permanent Order. The proposed CAPA GRI, effective September 1, 2023, of 6.2 percent, is applicable to the POLA Tariff rated tariff items, excluding rated tariff items that have a scheduled rate increase as of the effective date. This Temporary Order is being proposed within the Board's authority to adopt rates for up to 90-days. A separate action recommends a Permanent Order and Ordinance for approval by the Board and City Council, which are required to make effective changes to Tariff No. 4 beyond the Temporary Order's 90-day effective period.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(31) of the Los Angeles City CEQA Guidelines; (2) approve the amendment to Port of Los Angeles Tariff No. 4 increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930, subject to the California Association of Port Authorities' review and approval, and authorize the Executive Director to work with the California Association of Port Authorities to secure this approval or proceed to take independent action in accordance with the California Association of Port Authorities' procedure;

10. (Continued)

(3) adopt Temporary Order No. _____ with an effective date of September 1, 2023, to amend Port of Los Angeles Tariff No. 4, increasing rates to Section Four “Dockage”, Items 450 & 480; Section Five “Wharfage”, Items 550-001 through 550-801; Section Nine “Container Cranes” Item 900; Section Eleven “Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises””, Item 1100; Section Twelve “Water and Electricity”, Item 1200; Section Fifteen “Public Landings”, Items 1525 & 1530; Section Eighteen “General Rules and Regulations – Miscellaneous”, Item 1802; and Section Nineteen “Commercial Fishing Vessel”, Items 1910 & 1930; (4) authorize the Board Secretary to certify the adoption of Temporary Order by the Board of Harbor Commissioners and cause the same to be published once in a newspaper printed and published in the City of Los Angeles, to take effect on September 1, 2023, for a period not-to-exceed 90 days pursuant to City Charter Section 653(b); and (5) adopt Resolution No._____.

Cargo Marketing

11. RESOLUTION NO. _____ - APPROVE **PERMANENT** ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, "GENERAL RATE INCREASE"

Transmittal 1
Transmittal 2
Transmittal 3
Transmittal 4
Presentation

Summary: Staff requests approval to amend Port of Los Angeles Tariff No. 4 to increase rated tariff items based on the West Region Consumer Price Index for All Urban Consumers. The California Association of Port Authorities, of which the Port of Los Angeles is a member, adopted an annual general rate increase methodology for tariffs based on the CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. On April 28, 2022, the Board of Harbor Commissioners approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI through CAPA, effective August 1, 2022. Prior to that, the Port implemented GRIs in the Port's Tariff No. 4 in calendar years 2004 and 2005, and a 1.7 percent GRI for a temporary 9-month period in July 2013 - March 2014 under Temporary Orders only, which expired when it was not approved by City Council under Permanent Order. The proposed CAPA GRI, effective September 1, 2023, of 6.2 percent, is applicable to the POLA Tariff rated tariff items, excluding rated tariff items that have a scheduled rate increase as of the effective date. A separate action recommends a Temporary Order to make changes to Tariff No. 4 within the Board's authority to adopt rates for up to 90-days, with any rates to be effective beyond the 90-days requiring this Permanent Order and Ordinance to be approved by the City Council.

Recommendation: Board resolve to (1) find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(31) of the Los Angeles City CEQA Guidelines; (2) approve the amendment to Port of Los Angeles Tariff No. 4 increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930, subject to the California Association of Port Authorities' review and approval, and authorize the Executive Director to work with the California Association of Port Authorities to secure this approval or proceed to take independent action in accordance with the California Association of Port Authorities' procedure;

11. (Continued)

(3) adopt Permanent Order No. _____ with an effective date of September 1, 2023, to amend Port of Los Angeles Tariff No. 4, increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises"", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930; (4) direct the Board Secretary to transmit to the City Council for approval the PermanentOrder and the Ordinance approving and authorizing the Amendments to Port of Los Angeles Tariff No. 4 pursuant to City Charter 653(a); (5) direct the Board Secretary to transmit to the City Clerk a Notice of Public Hearing for publication in accordance with the provisions of California Government Code sections 66018 and 6062a; (6) after the effective date of the Ordinance, transmit the Permanent Order and Ordinance to the Executive Director or his nominee for implementation and posting to the Port of Los Angeles website; and (7) adopt Resolution No._____.

M. Adjournment

1. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40003 TO DXP ENTERPRISES, INC. FOR STORMWATER AND SEWER PUMP PARTS AND REPAIR SERVICES

THE PORT OF LOS ANGELES

Executive Director's Report to the Board of Harbor Commissioners

DATE: JULY 12, 2023

FROM: CONSTRUCTION AND MAINTENANCE

SUBJECT: RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40003 TO DXP ENTERPRISES, INC. FOR STORMWATER AND SEWER PUMP PARTS AND REPAIR SERVICES

SUMMARY:

Staff requests approval of Contract No. 40003 (Contract) with DXP Enterprises, Inc. (DXP), a Texas corporation with a location in Anaheim, California, for stormwater and sewer pump parts and repair services. The proposed Contract will be for a one-year term with two, one-year options for an amount not to exceed $200,000 for the initial year. If the two renewal options are exercised, then $200,000 will be authorized annually for an overall total not-to-exceed amount of $600,000. The City of Los Angeles Harbor Department (Harbor Department) will be financially responsible for the payment of expenditures incurred under the proposed Contract.

RECOMMENDATION:

Staff recommends that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 2(3) of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with Los Angeles City Charter Section 1022, work under the subject contract can be performed more feasibly by independent contractors than by City employees;

3. Approve Contract No. 40003 with DXP for the stormwater and sewer pump parts and repair services in the amount of $200,000 for a period of one year, with two one-year renewal options in the amount of $200,000 per year to be exercised by the Executive Director or his/her designee;

4. Authorize the Executive Director to execute and Board Secretary to attest to Contract No. 40003 for and on behalf of the Board; and

5. Adopt Resolution No. _____ .

SUBJECT: AWARD OF CONTRACT NO. 40003 TO DXP ENTERPRISES, INC.

DISCUSSION:

Background/Context – The Construction and Maintenance Division (C&M) operates twelve (12) sewer lift stations and three (3) stormwater lift stations throughout the Port of Los Angeles (Port). These lift stations support Port terminals, roadways as well as other critical infrastructure, and proper maintenance of the stormwater and sewage systems are vital to Port operations. The lift station system contains pumps, piping, valves, and electrical equipment necessary to move stormwater and sewage liquids from lower to higher elevations in order to be processed at treatment plants. The lift station equipment works continuously each day and must be maintained to ensure the pumping system runs efficiently, and the lifecycle of the lift stations is lengthened. Various components and performance of the sewer pump system need to be inspected, maintained, and repaired adequately to prevent unnecessary wear on the water pumps and electrical systems which can cause damage and immediate failure.

The proposed Contract supports the Port's compliance with Federal, State and local government regulations relating to the federal Clean Water Act (CWA). The CWA is a law that regulates stormwater and sewage discharges into waters of the United States. The goal of this legislation is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. In California, the authority to regulate stormwater runoff under the National Pollutant Discharge Elimination System (NPDES) has been delegated to the California State Water Resources Control Board (State Water Board) which permits water treatment activities across a variety of categories. Municipalities have a separate stormwater system, Municipal Separate Storm Sewer Systems (MS4s), and the Port is required to be covered under the appropriate permit in order to stay aligned with the MS4s regulations. When stormwater and sewer water are not properly discharged or backed up and have overflows, the Port may be fined by the State and Federal governments.

Additionally, the Port is required to receive permits from the City of Los Angeles Department of Public Works, Bureau of Sanitation (LA Sanitation) Industrial Waste Management Division (IWMD) per Los Angeles Municipal Code (LAMC) 64.30. IWMD administers the City's Environmental Protection Agency-approved wastewater pre-treatment program in accordance with the City's Industrial Waste Control Ordinance. The Port is also required to adhere to LA Sanitation Watershed Protection Division's stormwater regulations under LAMC 64.70 to comply with flood control and pollution abandonment mandates.

Contract Process – C&M submitted a purchase requisition to the Contracts and Purchasing Division (CPD). The CPD released a Request for Bids (RFB) No. F-1161 on March 17, 2023. It was advertised on the City of Los Angeles Regional Alliance Market Place (RAMP) and the Harbor Department website. Three (3) bids were

received by the April 21, 2023 deadline. Bids have been tabulated as detailed in Transmittal 1. The bid calls for an award to the lowest, responsive bidder.

RFB No. F-1161 was also eligible for the Local Business Preference Program (LBPP) which provides for an eight percent (8%) bid preference for qualifying businesses in the five counties closest to the Harbor Department on any contract opportunity valued in excess of $150,000. Both non-selected bidders are headquartered in Los Angeles County and are eligible for the preference. DXP is not headquartered in and does not have a sufficient number of fulltime employees working in one of the five counties closest to the Harbor Department, and therefore was not eligible for the Local Business Enterprise (LBE) preference discount. The calculation is shown on Transmittal 1.

DXP was the lowest, responsive bidder; therefore, staff is recommending approval of the proposed Contract with DXP (Transmittal 2).

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Award of Contract No. 40003 to DXP Enterprises, Inc. for stormwater and sewer pump parts and repair services, which is an administrative activity and the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of CEQA in accordance with Article II Section 2(f) and Article III Class 2(3) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed one-year contract with two, one-year renewal options will authorize expenditures of up to $200,000 annually for stormwater and sewer pump parts and repair services. Fiscal Year 2023-2024 funds in the amount of $200,000 have been budgeted within Accounts 55010 (Maintenance Supplies – Parts & Materials) and 54030 (Maintenance Services – Equipment), Center 0510, Program No. 000.

Funds are anticipated to be expended as follows:

Fiscal Year	Account 55010	Account 54030	Total
2024	$145,000	$55,000	$200,000
2025	$145,000	$55,000	$200,000
2026	$145,000	$55,000	$200,000
Total	**$435,000**	**$165,000**	**$600,000**

SUBJECT: AWARD OF CONTRACT NO. 40003 TO DXP ENTERPRISES, INC.

Future fiscal year funds will be requested to be budgeted as part of the annual budget process, pending Board Approval.

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

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved Contract No. 40003 as to form and legality.

TRANSMITTAL:

1. Recap of Bid No. F-1161
2. Contract No. 40003, Formal Bid No. F-1161

FIS Approval: MB

CA Approval: SO

TIM CLARK
Director of Port Construction & Maintenance

ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

Author: M. Cho

Transmittal 1

DATE:	4/25/23		RECAP			DEPT:	C&M				
BUYER:	J. Estrada					REQ. NO.:	E-23-0083				
ITEM DESCRIPTION:	Storm Water and Sewer Pump Parts and Services										
Bid No.:F-1161; Bid Closing: 04/21/23											
	VENDOR:	**DXP Enterprises**		VENDOR:	**Bidder #2**			VENDOR:	**Bidder #3**		
	VENDOR NO.:	None		VENDOR NO.:				VENDOR NO.:			
	ADDRESS:	1340 N. Jefferson St.		ADDRESS:				ADDRESS:			
		Anaheim, CA 92807									
	EMAIL:	Marc.sanchez@dxpe.com		EMAIL:				EMAIL:			
	PHONE:	(714) 779-0911		PHONE:				PHONE:			
	QUOTED BY:	Marc Sanchez		QUOTED BY:				QUOTED BY:			
	Leadtime:	None Quoted		Leadtime:	None Quoted			Leadtime:	3 Days		
	F.O.B.:	Destination		F.O.B.:	Destination			F.O.B.:	Destination		
	S.L.B.	NO		S.L.B.	NO			S.L.B.	NO		
	Local Bus Pref(8%)	NO		Local Bus Pref(8%)		YES		Local Bus Pref(8%)		YES	
LINE	**ITEM**	**Discount/Markup**		**ITEM**		**Discount/Markup**		**ITEM**		**Discount/Markup**	
1A	Barmesa	-17		Barmesa		-15		Barmesa		20	
1B	Barnes	-17		Barnes		-15		Barnes		20	
1C	Dwyer	-4		Dwyer		-2		Dwyer		20	
1D	F.E. Myers	-25		F.E. Myers		-23.1		F.E. Myers		20	
1E	Goulds Pumps	-24		Goulds Pumps		-22		Goulds Pumps		20	
1F	Hayward Gordon	15.5		Hayward Gordon		17.5		Hayward Gordon		20	
1G	HOMA	-17		HOMA		-15		HOMA		20	
1H	JDL	-5		JDL				JDL		20	
1I	Liberty	-17		Liberty		-15		Liberty		20	
1J	Little Giant	-19.6		Little Giant		-17.6		Little Giant		20	
1K	Mercoid	-4		Mercoid		-2		Mercoid		20	
1L	MWS	23		MWS		25		MWS		20	
1M	MXQ	8		MXQ		10		MXQ		20	
1N	Peerless/Grudfos Pumps	-24		Peerless/Grudfos Pumps		-22		Peerless/Grudfos Pumps		20	
1O	Pioneer Pumps	-17		Pioneer Pumps		-15		Pioneer Pumps		20	
1P	Teco-Westinghouse	-25		Teco-Westinghouse		-23.1		Teco-Westinghouse		20	
1Q	WFI Pumps	-12		WFI Pumps		-10		WFI Pumps		20	
1R	Zoeller	-17		Zoeller		-15		Zoeller		20	
	Total Discount/Markup Points	**-198.1**		Total Discount/Markup Points		**-159.3**		Total Discount/Markup Points		**360**	
	Average Discount/Markeup	**-11.01**		**Average Discount/Markeup**		**-9.37**		**Average Discount/Markeup**		**20**	
	LBE Discount	0		LBE Discount		12.74		LBE Discount		28.8	
	Adjusted Points	**-198.1**		Adjusted Points		**-172.04**		Adjusted Points		**331.2**	
2	Onsite Labor/Hr.	**$68.00**		Onsite Labor/Hr.		**$69.50**		Onsite Labor/Hr.		**$180.00**	
3	Off-Site Labor/Hr.	**$31.00**		Off-Site Labor/Hr.		**$35.00**		Off-Site Labor/Hr.		**$120.00**	
Comments:	Green indicates no terms quoted.										
Negative numbers indicate discounts, positive numbers indicate markups.											

Transmittal 2

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1161 Page 1
Show this number on envelope

Contract No. 40003

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Anaheim, CA (City, State) ON THE 26th (Date) DAY OF May (Month), 2023 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name DXP Enterprises, Inc.

Phone 714-779-0911 Fax

Address 1340 N Jefferson Street (Street) Anaheim (City) CA (State) 92807 (Zip)

David R Little (Signature) DAVID R LITTLE (Printed Name) CHAIRMAN & CEO (Printed Title)

Marc Sanchez (Signature) Marc Sanchez (Printed Name) Regional VP (Printed Title)

DXP ENTERPRISES, INC. CORPORATE SEAL STATE OF TEXAS

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____

State of _____ S.S.

Subscribed and sworn this date

_____, 2023

_____
Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director, Harbor Department

_____
Date

Approved as to form and legality

6/12, 2023

City Attorney

BY _____
Deputy

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161

SUBMIT BID TO:	**BID DUE BEFORE**
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 **OFFICE HOURS:** 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)	**2:00 P.M.** **April 21, 2023**
Buyer: Jacquelyn L. Estrada, Procurement Analyst jestrada@portla.org	**BIDS WILL BE PUBLICLY OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".
AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

BIDS are requested for the annual requirements of the Los Angeles Harbor Department ("Department" or "City") for **STORM WATER AND SEWER PUMP PARTS AND REPAIR SERVICES** to be furnished and delivered as may be required during **a one-year period from the effective date of the agreement** including two, one-year renewal options, subject to the approval of the Executive Director and the Board of Harbor Commissioners.

PRICES TO INCLUDE ALL CHARGES AND FEES, EXCLUDING SALES TAX.

1. PARTS

One (1) copy of the applicable price list(s) **must** be submitted with all invoices. **The** Price Agreement conditions herein shall apply to discounts/mark-ups quoted.
Discount = Vendor's Cost Minus Percentage Specified Below
Mark-Up = Vendor's Cost Plus Percentage Specified Below

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161
(SHOW THIS NUMBER ON ENVELOPE)

Line	Manufacturer	Terms	% Discount/Mark-Up
A	Barmesa	[X] Discount [ ] Markup	17
B	Barnes	[X] Discount [ ] Markup	17
C	Dwyer	[X] Discount [ ] Markup	4
D	F.E. Myers	[X] Discount [ ] Markup	25
E	Goulds Pumps	[X] Discount [ ] Markup	24
F	Hayward Gordon	[ ] Discount [X] Markup	15.5
G	HOMA	[X] Discount [ ] Markup	17
H	JDL	[X] Discount [ ] Markup	5
I	Liberty	[X] Discount [ ] Markup	17
J	Little Giant	[X] Discount [ ] Markup	19.6
K	Mercoid	[X] Discount [ ] Markup	4
L	MWS	[ ] Discount [X] Markup	23
M	MXQ	[ ] Discount [X] Markup	8
N	Peerless/Grundfos Pumps	[X] Discount [ ] Markup	24
O	Pioneer Pumps	[X] Discount [ ] Markup	17
P	Teco-Westinghouse	[X] Discount [ ] Markup	25
Q	WFI Pumps	[X] Discount [ ] Markup	12
R	Zoeller	[X] Discount [ ] Markup	17

One (1) copy of the price list(s) for each vendor invoiced **must** be submitted with the invoices, or upon request. The Price Agreement conditions herein shall apply to discounts/markups quoted.

2. LABOR – ONSITE

Rates for repair of Pumps carried out on Harbor Department Property:

Straight time, per hour:	$ 68.00
Minimum Hours Billed:	4
Regular Business Hours:	MONDAY-FRIDAY 8AM-5PM
Overtime, per hour (Weekdays):	$ 98
Minimum Hours Billed:	1
Overtime, per hour (Saturdays):	$ 102
Minimum Hours Billed:	3
Overtime, per hour (Sundays):	$ 102
Minimum Hours Billed:	3
Overtime, per hour (Holidays):	$ 125
Minimum Hours Billed:	3

3. LABOR – OFFSITE

Rates for repair of Pumps carried out at Vendor Location:

Straight time, per hour:	$ 31
Minimum Hours Billed:	3
Regular Business Hours:	MONDAY-FRIDAY 8AM-5PM
Overtime, per hour (Weekdays):	$ 49
Minimum Hours Billed:	3
Overtime, per hour (Saturdays):	$ 54
Minimum Hours Billed:	3
Overtime, per hour (Sundays):	$ 54
Minimum Hours Billed:	3
Overtime, per hour (Holidays):	$ 67
Minimum Hours Billed:	3

LABOR DEFINITIONS:

"Straight Time" Monday through Friday from 5 AM to 6 PM

Minimum Hours Charged: 3

"Overtime" Work performed on Saturdays or Sundays, or from Monday-Friday in excess of eight (8) hours, or between the hours of: 5 PM and 6 AM

Minimum Hours Charged: 1

"Premium Time" Work performed on Sundays, or Monday through Saturday after the twelfth (12th) hour of work.

Minimum Hours Charged: 1

"Holiday Pay" Work performed on Holidays will be paid at the rate of: 2 the Straight Time rate.

Minimum Hours Charged: 1

4. **SHIPPING CHARGES – COMMON CARRIER**. Shipping/Freight charges for parts and materials from manufacturer to vendor. Shipping charges are not subject to markup. Vendor will prepay and add shipping or delivery charges to invoices. Ship cheapest way, unless otherwise authorized, for goods to arrive within the time requested by Department personnel. Freight bills must be provided at invoicing, upon request. Air shipment must be specifically pre-authorized.

5. **DELIVERY CHARGES – BY VENDOR**.

   Delivery charges for parts and materials, delivered by vendor. Delivery charges are not subject to markup.

BIDDER'S INSTRUCTIONS

QUESTIONS. Bidders shall submit questions regarding this RFB to jestrada@portla.org no later than **one week before the bid due date**. Questions received after this time will not receive a response. All questions and responses will be posted publicly to the Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website- https://www.rampla.org/s/ and https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids .

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

BID/CONTRACT EXECUTION. It shall be the bidder's responsibility to **provide one (1) original, with wet signature(s) and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Director of the Contracts and Purchasing Division ("Director") may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Bid closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website- https://www.rampla.org/s/. It is the responsibility of the bidder to be aware of and respond to any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

BID SUBMITTAL TIMELINESS. Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

MAKES, MODELS AND BRAND NAMES. Makes, Models and Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161
(SHOW THIS NUMBER ON ENVELOPE)

PRINTED LITERATURE. Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidder's submittal.

AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids

CONTRACTUAL TERMS SECTION

SUPPLIER CONTACT INFORMATION FOR CONTRACTUAL ISSUES:

Contact Person: Marc Sanchez

Title: Vice President

Telephone: 714-779-0911

Email Address: marc.sanchez@dxpe.com

SUPPLIER CONTACT INFORMATION FOR REQUESTS FOR SERVICE:

Contact Person: Mark Fox

Title: Service Manager

Telephone: 714-779-0911

Fax:

Email Address: mark.fox@dxpe.com

24-Hour Contact Phone: 714-353-0988

CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 1081822

Class: C-61/D21 Expiration Date: 09/30/2023

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from or Markup to the manufacturer's published price list. Percentage discount/mark-up is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

One (1) additional copy of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, one (1) copy of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:
The bidder shall provide, in its quotation, access to a secured (https) website for the Director to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

- WHEN NO CATALOG OR PRICE LIST EXISTS:
When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Markup contracts, the following shall apply:

Prices charged the City are based on a Cost, Plus Percentage Markup to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage markup is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

- For auditing purposes, the vendor may be asked to provide any of the following to verify part pricing to the Department: page # where price is located, print out of web page pricing, MS Excel row # for submitted Excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

ESTIMATED EXPENDITURE. Total expenditures under this contract are estimated to be **$200,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish materials and equipment at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds $150,000.

INDEMNITY. Contractor shall save, keep, bear harmless and fully defend and indemnify the City of Los Angeles, the Harbor Department, and all boards, officers, employees, agents or other authorized representatives thereof, from all liability, damages, costs or expenses in law or equity claimed by anyone for bodily injury or death, or damage to property arising out of the performance by Contractor of its obligations hereunder, whether liability is attributable solely to Contractor or to a combination of Contractor and City.

RENEWAL OPTION(S). State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off/markup to the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

☒ YES ☐ NO Option granted for one additional year at a price increase not to exceed 10 %.

☒ YES ☐ NO Option granted for second additional year at a price increase not to exceed 10 % over first option year's prices.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing.

TERMINATION FOR NON-APPROPRIATION. The Department's (City's) obligation to pay any amount due hereunder for any City fiscal years after the current fiscal year is contingent upon the legislative appropriation of funds for the purpose. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161
(SHOW THIS NUMBER ON ENVELOPE)

MATERIAL, EQUIPMENT, SERVICE

BUSINESS HOURS. Vendor to indicate business hours:

Monday-Friday: 8 A.M. to 5 P.M.

Saturday: _____ A.M. to _____ P.M. [x] CLOSED

Sunday: _____ A.M. to _____ P.M. [x] CLOSED

NEW AND UNUSED. The equipment and/or materials furnished shall be new and unused, current model or offering.

WARRANTY. Terms of warranty on new equipment/materials offered (if applicable). Free PARTS and SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

Parts: 12 months from installation / 18 months from shipment Labor: 90 days

Please attach additional warranty terms to bid, if applicable.

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL/FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

AUTHORIZED DISTRIBUTOR/DEALER. Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please initial).

☒ Yes: _____ ☐ No*: _____

*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

TWIC CARD. Contractor must ensure that any of its employees performing work under this contract in and around Department property procure and maintain a Transportation Worker Identification Credential (TWIC) card. The card is to be purchased and maintained at contractor's expense. TWIC enrollment details can be found at: www.tsa.gov/for-industry/twic or by phone at (855) 347-8371.

INITIAL HERE ACKNOWLEDGING TWIC CARD REQUIREMENTS:

_____ (initial)

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 425 S. Palos Verdes Street, San Pedro, California 90731.

CARE AND CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his/her possession or the possession of any of his/her agents.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

SITE MAINTENANCE AND CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment, and materials, and shall thoroughly clean the worksite leaving it with a neat and clean appearance.

INSURANCE CLAUSES / LIMITS

INDEMNIFICATION AND INSURANCE.

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, Vendor 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 Vendor'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 Purchase Order by Vendor 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 Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self-insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to http://www.portoflosangeles.org/business/risk.asp.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE
FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars ($1,000,000.00) 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 Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 ($1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor 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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor 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 Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

(initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

DELIVERY

DELIVERY. Delivery is requested within three (3) days of receipt of Order. If this time cannot be met, indicate below the best delivery time that can be guaranteed. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. F.O.B. Port of Los Angeles, Construction and Maintenance Division, Warehouse, 500 Pier A Street, Wilmington, CA 90744

DELIVERY. Please specify delivery terms for supplies and equipment listed in Section 1:

3 Days after receipt of order (ARO) for normally-stocked items.

TBD Days after receipt of order for special-order and non-stock items.

DELIVERY POINT, WILL CALL. Location where equipment may be dropped off and picked up on a "Will Call" basis:

LOCATION:
COMPANY: DXP Enterprises, Inc. ☐ N/A
ADDRESS: 1340 N jefferson Street Anaheim, CA 92807

FINANCIAL SECTION

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to rent or purchase miscellaneous incidental parts, equipment and supplies, in conjunction with the items covered by the contract, under the condition that such items may be rented or purchased in amounts not to exceed $1,000.00 per order, per invoice.

Check one and initial:

☒ Option Granted: _____ ☐ Option Not Granted: _____

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: SR5 OHC 101221578.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as they will appear on the invoice(s). Please provide a copy of your firm's IRS Form W-9 with your bid. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: DXP Enterprises, Inc.

REMIT TO: ADDRESS: P.O. Box 2892 Clinton, IA 52733-2892

A/R EMAIL: accountsreceivable@dxpe.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the Purchase Order, or as indicated in the space above, will not be processed and will be returned to the vendor.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. New vendors will be allowed to provide a BTRC/VRN number after award of contract.

BTRC/BTRC Exemption Number: 0003193712.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid), is outside of California. Should either of these two situations apply to your company, please attach one of the following forms to your bid in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet,* which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:
https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html

Please Check One:

☐ **Both Bidder's Legal Address and Remittance Address are located within the State of California. Withholding Forms Not Required.**

☒ **Withholding Forms Attached**

GENERAL RULES AND REGULATIONS

ETHICS.
Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.
ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit http://www.dir.ca.gov/Public-Works/PublicWorks.html.

a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.

b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.

c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.

e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers, and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

    1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

    2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).

    3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.

    4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.

    5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.

    6. Contain the printed name and title for the Contractor or subcontractor representative, and shall be dated and signed by same.

g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and

Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.

i. Certified payrolls from the Contractor and all subcontractors shall by submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.

b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

PW-LR-1000832271

Subcontractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

PRIME:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ Asbestos ☐ Boilermaker ☐ Bricklayers ☐ Carpenters ☐ Carpet/Linoleum
☐ Cement Masons ☐ Drywall Finisher ☐ Drywall/Lathers ☐ Electrician
☐ Elevator Mechanic ☐ Glaziers ☐ Iron Workers ☒ Laborers ☐ Millwrights
☐ Operating ENG ☐ Painters ☐ Pile Drivers ☐ Pipe Trades ☐ Plasterers ☐ Roofers
☐ Sheet Metal ☐ Sound/COMM ☐ Surveyors ☐ Teamster ☐ Tile Workers

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161
(SHOW THIS NUMBER ON ENVELOPE)

SUBCONTRACTOR(S): ☒ **N/A**

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ Asbestos ☐ Boilermaker ☐ Bricklayers ☐ Carpenters ☐ Carpet/Linoleum
☐ Cement Masons ☐ Drywall Finisher ☐ Drywall/Lathers ☐ Electrician
☐ Elevator Mechanic ☐ Glaziers ☐ Iron Workers ☐ Laborers ☐ Millwrights
☐ Operating ENG ☐ Painters ☐ Pile Drivers ☐ Pipe Trades ☐ Plasterers ☐ Roofers
☐ Sheet Metal ☐ Sound/COMM ☐ Surveyors ☐ Teamster ☐ Tile Workers

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

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

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP).

PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP *or via another method prescribed by City.* Vendors who are already registered may look up their RAMP ID at: https://www.rampla.org/s/regional-profiles .

RAMP ID Number(s): 61423, 110179, and 111322

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1161
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE**. The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. **No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated**. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

2. **TAXES**: Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.

3. **SPECIFICATION CHANGES**. Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

4. **BRAND NAMES AND SPECIFICATIONS**. The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

5. **AWARD OF CONTRACT**. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

6. **PURCHASE AGREEMENT**. A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

7. **PRICE GUARANTEE**. If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.

8. **DEFAULT BY SUPPLIER**. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.

9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

    Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

    Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

    Materials shall be listed separately on invoices covering repairs or installation service.

    The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

    This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

    In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

    Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

    NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14. **PAYMENTS**. Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT**. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16. **NONDISCRIMINATION**. During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

17. **SAFETY APPRDVAL**. Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

18. **PREVAILING WAGES**. Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[x] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
E-23-0083/F-1161	HARBOR
Bidder Name: DXP Enterprises, Inc.	
Address: 1340 N Jefferson Street, Anaheim, CA 92807	
Email Address: john.forgette@dxpe.com	Phone Number: 714-779-0911

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Marc Sanchez
Name

Signature

Vice Presisdent
Title

4/21/2023
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): E-23-0083/F-1161 Date Bid Submitted: 4/21/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Storm Water and Sewer Pump Parts and Repair Services

Awarding Authority (Department awarding the contract): Harbor

Bidder Name: DXP Enterprises, Inc.

Bidder Address: 1340 N Jefferson Street Anaheim, CA 92807

Bidder Email Address: john.forgette@dxpe.com Bidder Phone Number: 714-779-0911

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
Yes [X] No [ ]

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
Yes [ ] No [X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 2

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California.
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Marc Sanchez
Name

Signature

Vice President
Title

4/21/2023
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Marc Sanchez Title: Vice President
Address: 1340 N Jefferson Street Anaheim, CA 92807

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor 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 is true and correct and includes all material information necessary to identify and explain the operations of

DXP Enterprises, Inc.

Name of Firm

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

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: _____ Title: Vice President

Printed Name: Marc Sanchez Date Signed: 4/21/2023

2. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39998 TO MOTOROLA SOLUTIONS, INC FOR THE PURCHASE OF MOBILE FIELD VOICE AND DATA COMMUNICATIONS EQUIPMENT

THE PORT OF LOS ANGELES

Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 11, 2023**

FROM: **PORT POLICE**

SUBJECT: **RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39998 TO MOTOROLA SOLUTIONS, INC FOR THE PURCHASE OF MOBILE FIELD VOICE AND DATA COMMUNICATIONS EQUIPMENT**

SUMMARY:

Staff requests approval of Contract No. 39998 with Motorola Solutions, Inc., San Diego, CA to provide mobile communication devices (radios) and antennas for Los Angeles Port Police (Port Police) vehicles and vessels. The proposed purchase of the APX8500 multi-band radios and antennas will replace the remaining single-band Motorola XTL5000 equipment. The radios and antenna purchased under the proposed contract will facilitate communications consistency in our police vehicles and vessels that already have the multi-band APX8500 radios and antennas.

The contract with Motorola Solutions, Inc. is outlined in Formal Bid Request Number F-1156. The total contract amount is $165,002 inclusive of $14,315.20 estimated applicable taxes. The City of Los Angeles Harbor Department (Harbor Department) will be financially responsible for the payment of expenses incurred under the proposed Contract.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Award and approve Contract No. 39998 to Motorola Solutions, Inc., for the purchase of mobile communications devices and antennas in the amount of $165,002 inclusive of applicable taxes;

3. Authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 39998 for and on behalf of the Board; and

4. Adopt Resolution No. _____.

DISCUSSION:

Background/Context – The Port Police is dependent upon the use of mobile and handheld radios. The radio system allows for constant communication (voice and data) between Port Police officers, vehicles and vessels, and is key to ensuring both public and officer safety. Of equal importance is the Port Police's capacity to communicate simultaneously with other public safety agencies such as the Los Angeles Police Department and the Los Angeles Fire Department when working collaboratively to secure the Port and its surrounding communities.

Port Police is required to comply with a Federal mandate that requires public safety agencies nation-wide to convert, at minimum, to a dual-band radio system by 2021. Port Police began phasing out the original radio system in Fiscal Year 2014.

Port Police is requesting approval to continue a purchase of a new Motorola mobile (in-car) radio solution for our police vehicles. The new radio solution is inclusive of the APX 8500 multi-band mobile radio, remote speaker, multi-band antenna, cabling and power source for use in our police vehicles. The new radio solution will replace our remaining legacy UHF-only radio solution that will not be compatible with the new 700 MHz land mobile radio system set for implementation in June 2023 and does not support other bands including VHF marine safety channels.

The APX 8500 radios have enhanced features including multi-band transmission and reception; real-time GPS for location tracking; encryption for secure broadcasting on select talk groups; scanning for monitoring other local law enforcement agencies including the LAPD for situational awareness; and improved multi-band antenna solution for greater reception. These radios will also support data and will be included in new functionality for our 700 MHz land mobile radio system with our Police Computer Aided Dispatch system for secure text messaging.

The new APX 8500 radio solution is also compatible with our other Motorola mobile and portable multi-band radios that have been phased in over the last six years and are currently in use. Port Police relies on the land mobile radio system as well as mobile and portable radios as the primary means of communicating with police dispatchers, other officers and other public safety agencies in support of Port Security. The mobile radios and components include a 3-year warranty.

Selection Process – On October 17, 2022 Port Police submitted requisition Z-23-036 (ERP # 81381) to the Contracts and Purchasing Division (CPD) for the purchase of 15 additional Motorola APX8500 multi-band mobile radios and antenna.

Under the provisions of the City of Los Angeles General Services Contract Number ARC 40 230000000019 1, cooperative purchase arrangement, Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (a) (8), the Harbor Department is allowed to utilize purchasing contracts of other governmental agencies. A Department of General Services cooperative arrangement through the Los Angeles County master agreement with Motorola will be utilized to purchase the radios, ensuring the Harbor Department receives its favorable negotiated pricing and terms.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Contract No. 39998 with Motorola Solutions, Inc. to provide radios and antennas for Port Police vehicles and vessels, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed contract authorizes the purchase of mobile field voice and data communications equipment in the amount of $165,002 inclusive of estimated applicable taxes.

Funds in the amount of $165,002 are available in the Fiscal Year (FY) 2023/24 Budget in Account 13150 (Equipment over 5k Capitalized), Center 0412, Program 000.

SUBJECT: **AWARD OF CONTRACT NO. 39998 TO MOTOROLA SOLUTIONS, INC.**

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed contract as to form and legality.

TRANSMITTALS:

1. Contract No. 39998
2. General Services Contract ARC 40 230000000019 1

FIS Approval: MB
CA Approval: SO

GREG MCMANUS
Deputy Chief of Police

THOMAS E. GAZSI
Chief of Public Safety and
Emergency Management

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

TEG:GC
Author: J. Marcelo

Transmittal 1

DocuSign Envelope ID: 13B542BE-C43F-4612-B20F-2619F2DDC75D

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1156 Page 1
Show this number on envelope

Contract No. 39995

1 COMPLETE CONTRACT
This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract

2 GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR
The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3.AMOUNT TO BE PAID
The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below

4.CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION
When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder

5.DECLARATION OF NON-COLLUSION
The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6 LEGAL JUSTIFICATION
This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California

EXECUTED AT: San Diego, California (City, State) ON THE 13 (Date) DAY OF February (Month), 2023 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Motorola Solutions Inc.

Phone _____ Fax _____

Address 500 West Monroe (Street) Chicago (City) IL (State) 60661 (Zip)

Motorola Solutions, Inc. CORPORATE SEAL 1973 DELAWARE

Signature	Printed Name	Printed Title
DocuSigned by: Jerry Burch	Jerry Burch	MSSI Vice President
DocuSigned by: Amy Rasor	Amy Rasor	Corporate Secretary

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of San Diego
State of California SS.
Subscribed and sworn this date May 4, 2023

Notary Seal

DIANA L. OZOLINS
Notary Public - California
Los Angeles County
Commission # 2312885
My Comm. Expires Nov 18, 2023

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director Harbor Department

Date

Approved as to form and legality
4 . 18 , 2023

City Attorney

BY _____
Deputy

DocuSign Envelope ID: 13B5428E-C431-4612-B20F-2619F2DDC75D

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156

SUBMIT BID TO : Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 **OFFICE HOURS:** 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)	**BID DUE BEFORE** **2:00 P.M.** **FEBRUARY 13, 2023**
MP 1-24-23 **Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890** **Email: mdavies@portla.org**	**BIDS WILL BE PUBLICLY OPENED**

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION

MOTOROLA APX 8500 RADIOS

PRICES SHALL BE IN ACCORDANCE WITH CITY OF LOS ANGELES GENERAL SERVICES CONTRACT NO. ARC 40 230000000019 1, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE, DIVISION 10.15(A)(8).

			Unit Price	**Extension**
1	15 Each	APX8500 all band MP mobile *#M37TSS9PW1AN*	$ 4,136.91	$ 62,053.65
2	15 Each	Add: WiFi/GNSS stubby antenna LMR240 *#GA00250AA*	$ 80.30	$ 1,204.50
3	15 Each	Add: TDMA operation *#GA00580AA*	$ 361.35	$ 5,420.25
4	15 Each	Add: All band mobile antenna (7/8/v/u) *#GA01513AB*	$ 76.65	$ 1,149.75
5	15 Each	Add: Keypad mic GCAL APX *#W20CA*	$ 144.54	$ 2,168.10
6	15 Each	ENH: Smartzone *#G51AT*	$ 1,204.50	$ 18,067.50

REQ. NO.: Z-23-036/81381 NOTIFY: **PAGE 2**	STATE TIME OF DELIVERY: 112 DAYS AFTER RECEIPT OF ORDER TERMS 0.00 % DISCOUNT FOR PAYMENT WITHIN 0 DAYS. BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

7	15 Each	ENH: 3-year essential SVC *#G78AT*	$ 288.00	$ 4,320.00
8	15 Each	Add: WiFi capability *#GA09001AA*	$ 240.90	$ 3,613.50
9	15 Each	ENH: Astro 25 OTAR w/multi-key *#G298AS*	$ 594.22	$ 8,913.30 +
10	15 Each	Add: Auxiliary speaker 7.5 watt APX *#818CR*	$ 48.18	$ 722.70
11	15 Each	Add: AES Encryption and ADP *#G843AH*	$ 381.79	$ 5,726.85
12	15 Each	Add: APX control head software *#G444AH*	$ 0.00	$ 0.00
13	15 Each	Add: Remote mount E5 MP *#G67EH*	$ 238.71	$ 3,580.65
14	15 Each	Del: No I600 adapter cable needed *#GA01517AA*	$ 0.00	$ 0.00
15	15 Each	ENH: Astro digital CAI OP APX *#GA06BL*	$ 413.91	$ 6,208.65 +
16	15 Each	Add: APX E5 control head *#GA01670AA*	$ 523.41	$ 7,851.15 +

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

17	15 Each	ENH: P25 trunking software APX *#G361AH*	$ 240.90	$ 3,613.50 +
18	15 Each	Compact Tri-Band antenna *#ASFC-155-U2-B1*	$ 84.76	$ 1,271.40 +
19	15 Each	GPS/GNSS/WiFi ANT 3mQMA(m) *#GPSCO-24-58-3QMAP*	$ 95.57	$ 1,433.55 +
20	15 Each	Single antenna kit supporting APX 8500 Tri-Band *#PWAT-119-LT-KNT-1700-8500*	$ 891.15	$ 13,367.25 +

ADDITIONAL QUANTITIES. The Harbor Department desires the option to purchase additional quantities of above item(s) at the same prices, terms and conditions, providing that the total of any of the additional quantities does not exceed the total for that item, and providing that the Harbor Department exercise the option before: 7/1/2023.

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

SUPPLIER CONTACT INFORMATION:

Contact Person: Michael Conrey

Title: Sr. Account Executive

Telephone No.: 310-420-3792

Fax No.: _____

E-Mail Address: michael.conrey1@motorolasolutions.com

24 Hour Contact No.: 310-420-3792

AUTHORIZED DISTRIBUTOR/DEALER
Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

☒ Yes: _____ ☐ No*: _____

*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

NEW AND UNUSED: The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): _____
12 calendar months beginning when product is received by customer.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

Los Angeles General Services Contract No. **ARC 40 230000000019 1 – (Attachment A)**

ETHICS. – (Attachment B)
Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BILLING DISCOUNT TERMS
Payment terms are Net 30 Days unless bidder otherwise quotes cash discount terms. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAX
Do not include sales tax in your bid. Sales tax will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 030616008.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Motorola Solutions Inc. Attn: Motorola Solutions Lockbox Services

ADDRESS: 13108 Collections Center Dr.

Chicago, IL 60693

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0000749148-0001-7

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER
In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

THE PORT
OF LOS ANGELES

425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti | *Mayor, City of Los Angeles*

Board of Harbor Commissioners | Jaime L. Lee, *President*; Edward R. Renwick, *Vice President*; Diane L. Middleton, *Commissioner*; Lucia Moreno-Linares, *Commissioner*; Anthony Pirozzi, Jr., *Commissioner*

Eugene D. Seroka | *Executive Director*

DATE: January 26, 2023

SUBJECT: BID NO. F-1156, ADDENDUM #1 – MOTOROLA APX 8500 RADIOS

THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:

Affirmative Action: The Consultant, during the performance of this Agreement, 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 shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision.

Equal Benefits: The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 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 the 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.

Sincerely,

M. Davies

Michelle Davies
PROCUREMENT SUPERVISOR

THE PORT
OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti | *Mayor, City of Los Angeles*

Board of Harbor Commissioners | Jaime L. Lee, *President*; Edward R. Renwick, *Vice President*; Diane L. Middleton, *Commissioner*; Lucia Moreno-Linares, *Commissioner*; Anthony Pirozzi, Jr., *Commissioner*

Eugene D. Seroka | *Executive Director*

DATE: April 12, 2023

SUBJECT: BID NO. F-1156, ADDENDUM #2 – MOTOROLA APX 8500 RADIOS

THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:

MAXIMUM AMOUNT: The total amount of this contract shall not exceed $150,686.31, Plus applicable sales taxes.

TERM: This contract will expire July 1, 2023.

Sincerely,

M. Davies

Michelle Davies
SENIOR MANAGEMENT ANALYST

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LOS ANGELES GENERAL SERVICES
CONTRACT NO. ARC 40 230000000019 1
(ATTACHMENT A)

CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 **230000000019** 1	Radio Comm Equipment, Motorola	
Contract Dates	**Payment Terms**	**Delivery Days ARO**
10-01-22 to 06-30-25	0% Net 30	Please refer to each line item for delivery days.
Central Purchasing	**Vendor**	**Bill To**
Contact: Barron Nguyen Phone: (213) 928-9548 E-mail: Barron.Nguyen@lacity.org	000028442 MOTOROLA SOLUTIONS INC 725 S FIGUEROA SUITE 1870 LOS ANGELES, CA 90071	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.
The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

PROFESSIONAL SERVICES EXCLUSION LANGUAGE:
1) Professional Services, such as general consulting and all forms of IT application development and programing services are not allowed to be procured through IT commodity contracts.
2) The City, including the Controller's Office, have the right to complete audits to verify contract compliance and that the contractor will provide the necessary information to complete these audits.

The new IT-Receiving Policy applies to this purchase.

Renewal Period Options

Option	Effective Date	Expiration Date
1	07-01-25	06-30-26
2	07-01-26	06-30-27

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	52161511	Radio Communication Equipment Manufacturer: Motorola		$0.0000	(-) 0%	

Extended Description: RADIO COMMUNICATIONS EQUIPMENT
MFG: MOTOROLA

PERCENTAGE DISCOUNT: IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES CONTRACT NO. MA-IS-2240228 EXHIBIT A

Title of Price List: ---Exhibit A, MA-IS-2240228 Contract Agreement Pricing 2022-2025, Motorola Communications Equipment & Services
Applicable Price Column: --- 2022-2025 DISCOUNT
Date of Price List --- July 01, 2022.
(17 pages)

Delivery Days ARO: 30

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Troy A. Lee KP

Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

Section intentionally left blank.

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ARC 230000000019 CONTRACT COMMENTS:

Procurement Analyst: Barron Nguyen Phone Number: (213) 928-9548

E-mail address: Barron.Nguyen@lacity.org Fax Number: (213) 928-9511

The contract is awarded for the following:

**** RADIO COMMUNICATIONS EQUIPMENT, "MOTOROLA" ****

Award No. 230000000019

Notice of award of contract No. 230000000019 Previous Contract: 190000000037

Payment Terms: 0% 30 Days Delivery: 30 Days A R O

Shipping Terms: FOB Destination

Renewal Options Granted: N/A

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACTS:

Contact Person: Michael Conrey
Title: Sr. Account Manager
Telephone No.: (310)-420-3792
E-Mail Address: michael.conrey1@motorolasolutions.com

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION: (In accordance with the County of LA Contract)

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The City reserves the right to renew this contract for two (2) additional one (1) year periods in accordance with the County of Los Angeles "Terms of Agreement."

PRICE AGREEMENT CONDITIONS:

Prices charged the City are in accordance with the Motorola Product Catalog (ECAT) stipulated herein. Any subsequent price catalogue updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;

1. A letter requesting price catalogue updates shall indicate supplier's name, contract number and published price catalogue(s) date and number.

2. All new price catalogues shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price catalogue updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price catalogue and its effective date or any other price changes.

3. Purchasing Agent approved price catalogues may be requested from the supplier by each City Department that uses the contract. The price catalogues may be shipped directly from the supplier to the City department.

- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price catalogue must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Contract Purchase Order shall be submitted with the supplier's invoice to the City's Payment Services Division (SMS Accounts Payable). Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the supplier's invoice.

WARRANTIES: (In accordance with the Warranties Clause on the County of LA Contract)

The vendor shall, at no cost to the City, promptly correct any and all defects in the items or services provided hereunder. The term of this warranty shall be as set forth on the face hereof or is not term as shown, ninety (90) days from date of City's acceptance of the item or service. Vendor warrants that the items may be shipped, sold and used in customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

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1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly EPP reports, to include the following (each report should be comprehensive, including all relevant information from contract inception to the

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date of each report):

1. Expenditure Report of all items sold to the City that includes the following:

   Participating City departments,

   Contract Purchase Order Number,

   Manufacturer's name,

   Product code or part number,

   Product description,

   Unit of Measure,

   Quantity,

   Unit Price, and

   Extended price

Note: Individual EPP reports shall be provided for Council-Controlled Departments; Library; and the proprietary departments: Department of Water and Power, Los Angeles World Airport, and the Port of Los Angeles.

2. Expenditure Report of all items sold to any Other Government Agencies (other than those mentioned in item no. 1 above) using the prices, terms and conditions of any contracts resulting from this RFQ (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of

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Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

FREIGHT/SHIPPING CHARGES:

1) Orders placed through the Motorola Parts & Accessories Department will ship FOB Destination, UPS Ground at no charge.

2) Orders placed for Radio and Factory/Manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.

3) Expedited shipments via Air (Fedex etc.) when requested by the City shall be at City's expense. Please prepay and add shipping or delivery charges to your invoice. Please include a copy of your freight bill with your invoice.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

INSURANCE:

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

SUBCONTRACTORS:

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of $25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

VENDOR PAYMENT:

1. The City requires that when submitting Invoices to the Payment Services Section, the order number

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must be referenced on the Invoice. Failure to include this information will delay the payment process.

2. Correct Pricing: Contract pricing or quoted pricing for non-contract purchases should be reflected on the invoice. Price discrepancies will also cause payment delays.

3. Additional Charges: Additional charges such as freight or delivery, if applicable, must be quoted at the time the order is placed. If additional charges are included on an invoice and not reflected on the SMS order, delays will occur.

4. Where to Send Invoices: All Invoices for FMS orders should be sent to the following:

Via Email: GSD Central Invoice, gsd.centralinvs@lacity.org

OR

By Mail: Payment Services Section, Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012.

The new IT-Receiving Policy applies to this purchase. End-users must scan and attach one of the supporting documentation below to the RC document in FMS 2.0.

- For tangible products (i.e. computer equipment or IT accessories): End-user must scan and upload a receipt of delivery or packing slip that verifies items delivered.

- For non-tangible products (i.e. software delivered electronically): End-user must scan and upload any receipts or confirmation email(s) which show the electronic delivery of a product or associated documentation to the RC document in FMS 2.0.

- For services related to installation or maintenance of equipment purchased: End-user must scan and upload any receipts or documentation to the RC document in FMS 2.0. Additionally, the end-user must sign the documentation, acknowledging that the related services were completed and accepted.

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ETHICS – FORMS CEC 50 AND 55
(ATTACHMENT B)

DocuSign Envelope ID: 13B5428E-C431-4612-B20F-2619F2DDC75D

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bid # F1156	Port of Los Angeles Police Department
Bidder Name	
Motorola Solutions	
Address	
500 W. Monroe Chicago IL. 60661	
Email Address	**Phone Number**
michael.conrey1@motorolasolutions.com	310-420-3792

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Michael Conrey
Name

Signature

Sr. Account Executive
Title

1/24/2023
Date

DocuSign Envelope ID: 13B5428E-C431-4612-B20F-2619F2DDC75D

Form 55 Instructions

Los Angeles City ETHICS COMMISSION

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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone
(213) 978-1988 fax
Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at $100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least $100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at $100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.

2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.

3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (*e.g.*, the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at $100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform $50,000 worth of work and XYZ Corporation as another subcontractor that will perform $200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth $30,000; and Beautiful Parks Company, which will perform $85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at $100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth $100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth $100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

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FORM 55

Prohibited Contributors (Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] Original Filing [ ] Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Bid # F1156 Date Bid Submitted: 1/24/2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Motorola APX8500 Portable Radios

Awarding Authority (Department awarding the contract): Port of Los Angeles Police

Bidder Name: Motorola Solutions

Bidder Address: 500 West Monroe. Chicago, IL. 60661

Bidder Email Address: michael.conrey1@motorolasolutions.com Bidder Phone Number: 310-420-3792

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A — Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*	[X]	[ ]
2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)* The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	[ ]	[X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Michael Conrey
Name

Signature

Sr. Account Executive
Title

1/24/2023
Date

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FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Greg Brown Title: Chairman and Chief Executive Officer
Address: 500 West Monroe. Chicago, IL. 60661

Name: Mark Hacker Title: Executive Vice President, General Counsel & Chief Administrative Officer
Address: 500 West Monroe. Chicago, IL. 60661

Name: Jack Molloy Title: Executive Vice President & Chief Operating Officer
Address: 500 West Monroe. Chicago, IL. 60661

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
No Subcontractors will be used to fulfill this bid request.
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

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FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

GENERAL CONDITIONS
READ CAREFULLY

1 **FORM OF BID AND SIGNATURE** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope showing the Bid No. in the ower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

2 **TAXES**: Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.

3 **SPECIFICATION CHANGES** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

4 **BRAND NAMES AND SPECIFICATIONS** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

5 **AWARD OF CONTRACT** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

6 **PURCHASE AGREEMENT** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

7 **PRICE GUARANTEE** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions at prices below those stated herein, such lower prices are to immediately be extended to the City.

8 **DEFAULT BY SUPPLIER** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.

9 **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11 **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12 **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPLE CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14 **PAYMENTS** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16 **NONDISCRIMINATION** During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

17 **SAFETY APPROVAL** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

18 **PREVAILING WAGES** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19 **CONTRACTOR'S LIABILITY** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1156
(SHOW THIS NUMBER ON ENVELOPE)

BID DUE BEFORE 2:00 PM ON: FEBRUARY 13, 2023

20 **PATENT RIGHTS** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U S Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent

21 **LEGAL JUSTIFICATION**. This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California

22 **TERMINATION FOR NON-APPROPRIATION** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year

23 **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate The City will pay for that portion of the orders fulfilled or work performed The City has the right to cancel the contract for cause at any time

THE END

No 285 Rev 07/15-116

Transmittal 2

CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 **230000000019** 1	Radio Comm Equipment, Motorola	
Contract Dates	**Payment Terms**	**Delivery Days ARO**
10-01-22 to 06-30-25	0% Net 30	Please refer to each line item for delivery days.
Central Purchasing	**Vendor**	**Bill To**
Contact: Barron Nguyen Phone: (213) 928-9548 E-mail: Barron.Nguyen@lacity.org	000028442 MOTOROLA SOLUTIONS INC 725 S FIGUEROA SUITE 1870 LOS ANGELES, CA 90071	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Extended Description

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.
The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

PROFESSIONAL SERVICES EXCLUSION LANGUAGE:
1) Professional Services, such as general consulting and all forms of IT application development and programing services are not allowed to be procured through IT commodity contracts.
2) The City, including the Controller's Office, have the right to complete audits to verify contract compliance and that the contractor will provide the necessary information to complete these audits.

The new IT-Receiving Policy applies to this purchase.

Renewal Period Options

Option	Effective Date	Expiration Date
1	07-01-25	06-30-26
2	07-01-26	06-30-27

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	52161511	Radio Communication Equipment Manufacturer: Motorola		$0.0000	(-) 0%	

Extended Description: RADIO COMMUNICATIONS EQUIPMENT
MFG: MOTOROLA

PERCENTAGE DISCOUNT: IN ACCORDANCE WITH THE COUNTY OF LOS ANGELES CONTRACT NO. MA-IS-2240228 EXHIBIT A

Title of Price List: ---Exhibit A, MA-IS-2240228 Contract Agreement Pricing 2022-2025, Motorola Communications Equipment & Services
Applicable Price Column: --- 2022-2025 DISCOUNT
Date of Price List --- July 01, 2022.
(17 pages)

Delivery Days ARO: 30

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Troy A. Lee KP

Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

Section intentionally left blank.

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ARC 230000000019 CONTRACT COMMENTS:

Procurement Analyst: Barron Nguyen Phone Number: (213) 928-9548

E-mail address: Barron.Nguyen@lacity.org Fax Number: (213) 928-9511

The contract is awarded for the following:

**** RADIO COMMUNICATIONS EQUIPMENT, "MOTOROLA" ****

Award No. 230000000019

Notice of award of contract No. 230000000019 Previous Contract: 190000000037

Payment Terms: 0% 30 Days Delivery: 30 Days A R O

Shipping Terms: FOB Destination

Renewal Options Granted: N/A

This Contract is awarded as a Cooperative Purchase Arrangement, in accordance with City of Los Angeles Administrative Code Division 10, Chapter 1, Article 2, Section 10.15 (a) (8); Items 1-4 of the City of Los Angeles Cooperative Purchase Arrangement Signature Page; and the prices, terms and conditions stated in the County of Los Angeles Contract No. MA-IS-2240228.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

SUPPLIER CONTACTS:

Contact Person: Michael Conrey
Title: Sr. Account Manager
Telephone No.: (310)-420-3792
E-Mail Address: michael.conrey1@motorolasolutions.com

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION: (In accordance with the County of LA Contract)

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The City reserves the right to renew this contract for two (2) additional one (1) year periods in accordance with the County of Los Angeles "Terms of Agreement."

PRICE AGREEMENT CONDITIONS:

Prices charged the City are in accordance with the Motorola Product Catalog (ECAT) stipulated herein. Any subsequent price catalogue updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;

1. A letter requesting price catalogue updates shall indicate supplier's name, contract number and published price catalogue(s) date and number.

2. All new price catalogues shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price catalogue updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price catalogue and its effective date or any other price changes.

3. Purchasing Agent approved price catalogues may be requested from the supplier by each City Department that uses the contract. The price catalogues may be shipped directly from the supplier to the City department.

- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price catalogue must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Contract Purchase Order shall be submitted with the supplier's invoice to the City's Payment Services Division (SMS Accounts Payable). Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the supplier's invoice.

WARRANTIES: (In accordance with the Warranties Clause on the County of LA Contract)

The vendor shall, at no cost to the City, promptly correct any and all defects in the items or services provided hereunder. The term of this warranty shall be as set forth on the face hereof or is not term as shown, ninety (90) days from date of City's acceptance of the item or service. Vendor warrants that the items may be shipped, sold and used in customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

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1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).

2) Recycled Material/Product Report that indicates the quantity and description of products sold to the City that have recycled material content. This information may be included in the Expenditure Report.

3) MBE/WBE/OBE Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the month following contract quarter end to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

ENVIRONMENTALLY PREFERABLE PRODUCTS REPORTING:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly EPP reports, to include the following (each report should be comprehensive, including all relevant information from contract inception to the

DocuSign Envelope ID: 13B5428E-C431-4612-B20F-2619F2DDC75D

date of each report):

1. Expenditure Report of all items sold to the City that includes the following:

   Participating City departments,

   Contract Purchase Order Number,

   Manufacturer's name,

   Product code or part number,

   Product description,

   Unit of Measure,

   Quantity,

   Unit Price, and

   Extended price

Note: Individual EPP reports shall be provided for Council-Controlled Departments; Library; and the proprietary departments: Department of Water and Power, Los Angeles World Airport, and the Port of Los Angeles.

2. Expenditure Report of all items sold to any Other Government Agencies (other than those mentioned in item no. 1 above) using the prices, terms and conditions of any contracts resulting from this RFQ (each report should be comprehensive, including all relevant information from contract inception to the date of each report).

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of

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Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

FREIGHT/SHIPPING CHARGES:

1) Orders placed through the Motorola Parts & Accessories Department will ship FOB Destination, UPS Ground at no charge.

2) Orders placed for Radio and Factory/Manufactured items shall be charged at 1.25% of the equipment total and added to the price quote.

3) Expedited shipments via Air (Fedex etc.) when requested by the City shall be at City's expense. Please prepay and add shipping or delivery charges to your invoice. Please include a copy of your freight bill with your invoice.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

INSURANCE:

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

SUBCONTRACTORS:

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of $25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

VENDOR PAYMENT:

1. The City requires that when submitting Invoices to the Payment Services Section, the order number

DocuSign Envelope ID: 13B5428E-C431-4612-B20F-2619F2DDC75D

must be referenced on the Invoice. Failure to include this information will delay the payment process.

2. Correct Pricing: Contract pricing or quoted pricing for non-contract purchases should be reflected on the invoice. Price discrepancies will also cause payment delays.

3. Additional Charges: Additional charges such as freight or delivery, if applicable, must be quoted at the time the order is placed. If additional charges are included on an invoice and not reflected on the SMS order, delays will occur.

4. Where to Send Invoices: All Invoices for FMS orders should be sent to the following:

Via Email: GSD Central Invoice, gsd.centralinvs@lacity.org

OR

By Mail: Payment Services Section, Piper Technical Center, 555 Ramirez Street, Suite 312, Los Angeles, 90012.

The new IT-Receiving Policy applies to this purchase. End-users must scan and attach one of the supporting documentation below to the RC document in FMS 2.0.

- For tangible products (i.e. computer equipment or IT accessories): End-user must scan and upload a receipt of delivery or packing slip that verifies items delivered.

- For non-tangible products (i.e. software delivered electronically): End-user must scan and upload any receipts or confirmation email(s) which show the electronic delivery of a product or associated documentation to the RC document in FMS 2.0.

- For services related to installation or maintenance of equipment purchased: End-user must scan and upload any receipts or documentation to the RC document in FMS 2.0. Additionally, the end-user must sign the documentation, acknowledging that the related services were completed and accepted.

3. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39994 TO SAFE BOATS INTERNATIONAL, LLC FOR THE PURCHASE OF TWO T-TOP CENTER CONSOLE BOATS

THE PORT OF LOS ANGELES

Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 11, 2023**

FROM: **PORT POLICE**

SUBJECT: **RESOLUTION NO._____- AWARD OF CONTRACT NO. 39994 TO SAFE BOATS INTERNATIONAL, LLC FOR THE PURCHASE OF TWO T-TOP CENTER CONSOLE BOATS**

SUMMARY:

Staff requests approval of Contract No. 39994 with SAFE Boats International, LLC, Bremerton, Washington for the purchase of two T-Top center console boats to replace vessels 2730100 and 2730800, currently in use for the Maritime Law Enforcement Training Center's basic and advanced training courses.

The contract with SAFE Boats International, LLC is outlined in Formal Bid Request Number F-1152. The total contract amount is $717,974.32 inclusive of applicable taxes. The contract includes the design, construction, and delivery of the 29'4" center console boats and installation of radio equipment for each vessel, two trailers and training on its operational characteristics. The Harbor Department will be financially responsible for the payment of expenses incurred under the proposed contract.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Award and approve Contract No. 39994 to SAFE Boats International, LLC for the purchase of the two T-Top center console vessels in the amount of $717,974.32, including applicable taxes;

3. Authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 39994 for and on behalf of the Board; and

4. Adopt Resolution No. _____.

SUBJECT: RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39994 TO SAFE BOATS INTERNATIONAL, LLC FOR TWO T-TOP CENTER CONSOLE VESSELS

DISCUSSION:

Background/Context – In 2011, Port Police established the Maritime Law Enforcement Training Center (MLETC). MLETC is the nation's first port-based maritime law enforcement training center and the only Peace Officer Standard of Training (POST) certified and federally recognized maritime law enforcement training center on the West Coast. Courses range from basic to advanced, and cover topics such as boat handling and vessel boarding, charting, navigation rules, arrest procedures, vessel identification, and investigative searches. Courses are available to all sworn Port Police, municipal, county, and state law enforcement personnel who require maritime skill sets to perform their duties. The MLETC staff operate equipment on the waters of the Port of Los Angeles and provide a layer of security and response for the Port complex.

The MLETC Vessel Estimated Replacement Schedule is as follows:

Quantity	Year	Size	Make	Est. Replacement
2	2011	28'	Metal Shark	FY 23/24
2	2011	30'	ZODIAC	FY 24/25
2	2011	28'	Metal Shark	FY 25/26
2	2011	28'	Metal Shark	FY 26/27
2	2011	28'	Metal Shark	FY 27/28

Replacement of MLETC training boats is at approximately 10 years of service depending on a variety of factors, including ongoing maintenance costs, hull and equipment condition, and continued mission suitability. Guidelines were established in consultation with the Construction & Maintenance (C&M) Division, who provides all maintenance and repair of the vessels. These determinations are based on experience in maintaining a fleet that is used heavily in a harsh operating environment.

The two SAFE Boat 29'4" center console vessels will replace the two 28' Metal Shark training vessels that have reached the end of service life and are due for replacement. Both Metal Shark training vessels were purchased with a federal port security grant.

The new boats provide a training platform designed for basic and advanced maritime law enforcement courses. The SAFE Boats are open-cabin T-Top design vessels with four shock mitigation seating. This design is optimal for safe law enforcement instruction in various sea-state conditions.

The MLETC boats are also utilized by the Port Police Maritime Tactical Team for port security training exercises, joint military operations, police operations, and for POLA special events such as Sail Grand Prix, Fleet Week, etc. These vessels are also used as backup patrol boats when needed.

These vessels will be the same hull and similar design as the ones used by the Long Beach Police and various local Sheriff Departments.

Selection Process – On September 28, 2022, Port Police submitted requisition Z-23-019 (ERP #82669) to the Contracts and Purchasing Division (CPD) for the purchase of two (2) T-Top center console vessels. Formal Bid No. F-1152 was advertised to bidders with a due date of February 2, 2023. On January 28, 2023, a bidder submitted questions regarding the compliance section of the bid. The bid due date was changed to February 14, 2023. CPD received two bids for the center console vessels and SAFE Boats International LLC was the lowest bidder.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of Contract No. 39994 with Safe Boats International, LCC and the Harbor Department to purchase two (2) T-Top center console boats to replace vessels, 2730100 and 2730800, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Contract authorizes the purchase of two T-Top center console vessels in the amount of $717,974.32 inclusive of applicable taxes. Design, construction, delivery, installation, provisioning, extended warranty, technical documentation, and spare transmission and engine for each vessel are included in the cost of the vessels.

Funds in the amount of $717,974.32 are available in the FY2023/24 Adopted Budget in Account 13150 (Equipment over $5k Capitalized), Center 0412, Program 000.

SUBJECT: **RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 39994 TO SAFE BOATS INTERNATIONAL, LLC FOR TWO T-TOP CENTER CONSOLE VESSELS**

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the proposed Contract as to form and legality.

TRANSMITTALS:

1. Contract No. 39994
2. Recap of Bid #F-1152

FIS Approval: MB
CA Approval: SO

GREG MCMANUS
Deputy Chief of Police

THOMAS E. GAZSI
Chief of Public Safety and
Emergency Management

APPROVED:

Marla Blevins For
EUGENE D. SEROKA
Executive Director

TEG:GC

Transmittal 1

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1152 Page 1
Show this number on envelope

Contract No. 39994

1.COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addenda, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2.GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3.AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" according to the terms and conditions. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4.CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5.DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6.LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Bremerton, WA (City, State) ON THE 31 (Date) DAY OF January (Month), 2023 ~~2019~~ (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name: SAFE Boats International, LLC

Phone: (360) 674-7161 Fax: (360) 674-7149

Address: 8800 SW Barney White Rd. (Street) Bremerton (City) Washington (State) 98312 (Zip)

Signature: _____ Richard Schwarz (Printed Name) Chief Executive Officer (Printed Title)

Signature: _____ Tom Gumpert (Printed Name) Chief Financial Officer (Printed Title)

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Kitsap
State of Washington S.S.
Subscribed and sworn this date 1/31/23
Troy David Knivila-Ritchie
Notary Public, 2019
State of Washington
My Appointment Expires 11/25/2026
Commission Number 23000547
Notary Seal Signature 23000547

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By _____
Executive Director Harbor Department

Date

Approved as to form and legality
June 1, 23 ~~2019~~

City Attorney

BY _____
Deputy

TRANSMITTAL 1

THE PORT OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*
Board of Harbor Commissioners: Jaime L. Lee *President*; Edward R. Renwick *Vice President*; Diane L. Middleton *Commissioner*; Lucia Moreno-Linares *Commissioner*; Anthony Pirozzi, Jr. *Commissioner*
Eugene D. Seroka *Executive Director*

DATE: January 28, 2023

SUBJECT: BID NO. F-1152, ADDENDUM #1 – TWO (2) T-TOP BOATS CENTER CONSOLE

THAT PORTION WHICH NOW READS IN PART:

BID DUE BEFORE 2:00 PM – FEBRUARY 2, 2023

HEREBY CHANGED TO:

BID DUE BEFORE 2:00 PM – FEBRUARY 14, 2023

ADD:

Affirmative Action: The Consultant, during the performance of this Agreement, 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 shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision.

Equal Benefits: The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 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 the 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.

Sincerely,

M. Davies

Michelle Davies
PROCUREMENT SUPERVISOR

THE PORT OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor Commissioners: Jaime L. Lee *President*; Edward R. Renwick *Vice President*; Diane L. Middleton *Commissioner*; Lucia Moreno-Linares *Commissioner*; Anthony Pirozzi, Jr. *Commissioner*

Eugene D. Seroka *Executive Director*

DATE: February 1, 2023

SUBJECT: BID NO. F-1152, ADDENDUM #2 – TWO (2) T-TOP BOATS CENTER CONSOLE

THAT PORTION WHICH NOW READS IN PART:

AS WRITTEN

IS HEREBY CHANGED TO:

ADD:

Q AND A – (ATTACHED)

Sincerely,

M. Davies

Michelle Davies
PROCUREMENT SUPERVISOR

Company Name: SAFE Boats International, LLC

Signature: _____ Date: Feb 5th, 2023

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Printed on recycled paper

Q:	**Specifications (Attachment A), Center Console Design** - This section identifies a requirement for interior cladding and floor mats. The center console design described is not conducive to either interior cladding or floor mats. Is the City of Los Angeles willing to forego these requirements?
A:	Yes.
Q:	**Specifications (Attachment A), Window Heating/Defrost System** – There is no provision for pricing this option the pricing section however window defrost could be added at an additional price. Would the City of Los Angeles like to see a price for addition of the Window Heating/Defrost system annotated in the compliance field provided?
A:	Yes, we would like this option if fiscally feasible.
Q:	**Specifications (Attachment A), Propulsion Shafts** – Outboard engines will be specified with appropriate shaft lengths for the hull form offered. Can the City of Los Angeles confirm that this requirement relates to outboard engine shaft lengths?
A:	Yes, relates to outboard engines.
Q:	**Specifications (Attachment A), Life Saving Equipment** – This section requests life jackets and an EPIRB and there is no provision in the pricing matrix for these items. Would the City of Los Angeles like to see a price for the addition of the life jackets and an EPIRB annotated in the compliance field provided?
A:	We can forego the life jackets but definitely want EBIRB installed.
Q:	**Specifications (Attachment A), Alarms and monitoring** – This section describes some alarms typically associated with an inboard propulsion system. Is the City of Los Angeles willing to accept the standard alarm systems provided by the Yamaha gauge packaged provided?.
A:	Yes, willing to accept.
Q:	**Specifications (Attachment A), Ground Tackle** – This section describes an anchor stowed on centerline and the rode detached. Is the City of Los Angeles willing to forego this requirement if the anchor and rode remain as one complete assembly stowed in a forward anchor locker?
A:	Yes, willing to forego..
Q:	**Specifications (Attachment A), Logistics Support and Weight and Stability** – These requirements in these sections describe what is typically provided in a Technical Data Package and there is no provision in the pricing matrix for this item. Would the City of Los Angeles like to see a price for the Technical Data Package annotated in the compliance field provided?
A:	No, do not need itemized pricing.

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1152

SUBMIT BID TO :
Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744
OFFICE HOURS:
7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

BID DUE BEFORE 2:00 PM FEBRUARY 2, 2023

MD 1-11-23

Buyer: Michelle Davies, Procurement Supervisor (310) 732-3890
Email: mdavies@portla.org

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION

DESIGN, CONSTRUCT AND DELIVER TWO (2) PLANNING HULL DESIGN, CENTER CONSOLE T-TOP BOATS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

HULL, COLLAR AND SUPERSTRUCTURE

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1	2	**Center console**: -Length overall (LOA) (No. Engines) 29'-4" -Length overall (Meters): 8.9M -Beam overall (BOA) 10' -Beam overall (Meters): 3.1M -Dead-rise at transom 25 Deg. -Draft (Engine trimmed up): 22" -Max HP: 600 -Fuel cap (Gal): 200 -Max number of persons: 16 --Seated positons: 6 -Dry weight vessel, no engines, no fuel, no options, no liquids, no people, no cargo, (approximate): 5,616 LBS. **Hull & Deck**: -5/16" – 5086 bottom plate with exclusive stringer system with angled transvers framing -Pressure tested air tight hull -Reinforced keel beaching plate -Stepped transom with speed shoe in bottom plate **(continued on next page)**	$ 155,522.12	$ 311,044.24

REQ. NO.: Z-23-19
NOTIFY:
PAGE 2

STATE TIME OF DELIVERY: 425 DAYS AFTER RECEIPT OF ORDER
TERMS N/A % DISCOUNT FOR PAYMENT WITHIN N/A DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

		-performance wings below collars for increased lift and stabilization while maneuvering -Fully welded performance lifting strakes -Self bailing decks with high volume scupper drains -Bow storage/anchor locker with AFT facing door -Dual AFT rigging locker system with topside access -Transom inspection hatch -Sacrificial hull anodes(s) **Super Structure:** -Aluminum T-Top with rain capture ring and down spouts to self-bailing deck -Laminated safety glass windshield and side windows with blow-out resistant gasket -Swing down radar pod -Safety hand/grab rail system with black rubberized rail wrap **Console & Dash**: -Port side helm -OHIP – over-head instrument panel, seating, seat storage & upholstery -Two(2) flip up seats with seat belts mounted on bolster storage box -AFT storage bolster with large AFT facing gasketed aluminum doors **Collar system**: -Panted 100% foam XDR-1 extreme duty reinforced collar system with black rub-strake -Available collar colors include: black, blue, gray, orange green and red. **Coatings, coverings & lettering** -Black non-skid decks and gunnels -Black rubberized dash skid -Upholstered headliner **Towing, lifting & attachment points:** -Six (6) 10" cast aluminum weld on cleats -Custom fabricated weld on pick eyes with ss inserts – Weld on bow eye with dual ss inserts -Weld on transom tie downs -Fore and AFT tow posts with single ss cross pin -Motor guard/tow line guide		

		Electrical system & power generation: -House battery system 12VDC – one(1) marine grade battery with switch -Blue sea 360 marine grade breaker system -Backlit switch panel with marine grade switches -Four(4) 12VDC power receptacles – two(2) on dash and two(2) on arch -Self-parking intermittent windshield wiper system with washer **Lighting:** -Led navigation lights (running and anchor) -Independently controlled interior/exterior dimmable LED walkway lights -Red/white overhead dome light --Four(4) flood lights – one(1) port, one(1) starboard and two(2) AFT deck -One(1) 12VDC rechargeable flashlight **Electronics, navigation & communication:** -Magnetic compass with dimmable back-lighting -Navigation horn **Safety, rescue & diving equipment:** -Two(2) fire extinguishers -Life ring mount -Telescoping swim ladder mounted on outboard bracket **Fuel system:** -200 – gallon fuel tank with a formed bottom (1/4" – 5086)		

MODIFY T-TOP TO ACCOMMODATE STARBOARD SIDE HELM ON A CC/TT

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
2	2	Includes: modifications to mirror console and OHIP to accommodate starboard side helm, necessary hardware and installation	$ 1,445.95	$ 2,891.90

EXTEND T-TOP ROOF TO ACCOMMODATE SECOND ROW SEATING & MID BOLSTER ON CC/TT

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
3	2	Extend T-Top roof to accommodate second row seating and mid bolster on center console. Includes: shifting bolster storage locker AFT and adding mid bolster, and extending T-Top structure so (4) total seats can be mounted under T-Top forward seats included in 35 CC base boat will be mounted on forward face of mid bolster, second row seats will be mounted on forward face of AFT bolster. AFT bolster modified to have port and starboard bolster lockers with AFT facing seats storage box with upholstered seat cushion and backrest in between bolster	$ 11,554.11	$ 23,108.22

		lockers.		
		BLACK RUBBERIZED RAIL WRAP		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
4	2	Black rubberized rail wrap	$ 0.00	$ 0.00
		BLACK NON-SKID		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
5	2	Black non-skid	$ 0.00	$ 0.00
		BLACK RUB-STRAKE		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
6	2	Black rub-strake	$ 0.00	$ 0.00
		BLACK RUBBERIZED DASH SKID		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
7	2	Black rubberized dash skid	$ 0.00	$ 0.00
		COLLAR COLOR BLACK		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
8	2	Collar, color black	$ 0.00	$ 0.00
		XDR-2 COLLAR SYSTEM UPGRADE		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
9	2	XDR-2 collar system upgrade, includes XDR-1 system plus s/s D-rings and hand lines	$ $560.37	$ 1,120.74
		10FT BEAM BOATS PERSONNEL RECOVERY CUTOUT		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
10	2	Personnel recovery side plate and collar cutouts facilitates PIW recovery, includes removable port and starboard inserts for use underway.	$ 2,133.98	$ 4,267.96
		PROPULSION EQUIPMENT		
ITEM	**QTY.**	**DESCRIPTION**	**UNIT PRICE**	**EXTENSION**
11	2	Yamaha duel engine DEC rigging. Rigging includes: hydraulic steering, tie bar, ss prop, dual binnacle fly by wire, steering wheel safety lanyard, command link plus display, two additional starting batteries and installation/labor	$ 13,828.42	$ 27,656.84
12	2	Dual Yamaha 300HP outboards, 30" shaft offshore outboards, one(1) 30" standard, and one(1) 30" counter-rotating engine, includes all necessary mounting	$ 52,604.78	$ 105,209.56

13	2	hardware. Requires fly by wire controls. Upgrade to stainless steel steering wheel, to Schmidt style destroyer with power knob, includes necessary hardware and installation	$ 158.01	$ 316.02

CREW COMFORT AND ENVIRONMENTAL SYSTEMS

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
14	2	Upgrade to shoxs 6300 shock mitigating seats to position1&2 (CC/TT)with arm rest on both sides of seats, includes necessary hardware and installation	$ 5,789.44	$ 11,578.88
15	2	Shoxs 6300 shock mitigating seats to position 3 & 4 (CC/TT), includes shock mitigation seat belts and arm rest mounted on both side of seats and necessary hardware and installation	$ 8,251.76	$ 16,503.52
16	2	Seat storage locker in front of console (CC/TT), fabricated lid in front of console on either center console or T-Top models locker lid has gas strut, ss latches and non-skid surface, includes necessary hardware and installation	$ 2,194.43	$ 4,388.86

ELECTRICAL SYSTEMS AND LIGHTING

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
17	2	110vac shore power kit, 3 battery system with pronautic for engines with single house battery, no generator, kit includes 110vac 30amp shore inlet, blue seas 360 A/C panel with analog volt meter, GFCI outlet with cover, isolation, transformer and 30A 125v 25'shore power cord. one(1) three(3) bank pronautic smart charger which charges, conditions, maintains and re-conditions with automatic dockside power supply mode for 12 volt DC lighting and appliances, includes necessary hardware and installation	$ 3,056.22	$ 6,112.44
18	2	ACR RCL-100 remote control searchlight, 220,000 CD, 12/24vdc, includes (1) ACR P/N RCL-100 led remote control search light with (1) master controller, (1) wired point pad, necessary hardware and installation	$ 1,801.17	$ 3,602.34
19	2	Upgrade from standard SB1 55watt halogen flood lights to DR LED "kevin" 8001344 600+ lumens led flood lights, includes necessary hardware and installation	$ 932.44	$ 1,864.88

ELECTRONICS, NAVIGATION AND COMMUNICATIONS EQUIPMENT

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION

20	2	Install Furuno electronics package, Includes: power from DC distribution panel to mounting locations, necessary hardware and installation of the following Furuno electronics: (1) Furuno TZT12 multifunction display (1) Furuno GP330B GPS antenna (1) Furuno DRS4D radome and (1) Furuno SCX-20 satellite compass.	$ 810.28	$ 1,620.56
21	2	Furuno 520-PLD plastic thru-hull low profile, transducer, 600W, (10-pin), includes necessary hardware and installation	$ 215.80	$ 431.60
22	2	Icom M510 VHF marine transceiver with Shakespeare 396-1 5' classic VHF marine band antenna, includes (1) com IC-M510 AIS VHF marine transceiver with 25w output power, automatic foghorn function, requires CT-M500, optional two-way hailer/PA function, 3.5" color TFT LCD display, class D DSC, and built-in NMEA 0183 connectivity (optional NMEA 2000, (1) icom MBF-7 flush mount kit, (1) shakespeare 396-1 5' classic VHF marine band 3DB gain antenna (1) shakespeare 4187 HD heavy duty s/s ratchet mount (1) external VHF speaker, necessary hardware and installation	$ 1,257.05	$ 2,514.10
23	2	Install radio and antenna, includes power from 12VDC distribution panel to radio mounting location, necessary hardware and installation. Radio components not to exceed (1) radio head with Mic (1) radio speaker, and (1) antenna with mount.	$ 571.29	$ 1,142.58

LAW ENFORCEMENT EQUIPMENT

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
24	2	Whelen F4MBBBBP mini edge freedom IV super-LED 22" light bar, blue, mounted on radar arch pod face for maximum 360 degree visibility, includes necessary hardware and installation.	$ 1,834.13	$ 3,668.26
25	2	Whelen 100watt loudhailer system, includes WPA112 amplifier, WPA2 control head with flush mount kit and SA315 speaker, necessary hardware and installation	$ 1,476.21	$ 2,952.42
26	2	(2) SBI universal gun locks installed in T-Top bolster, includes necessary hardware and installation	$ 593.22	$ 1,186.44

TOWING, OUTFITTING AND COMMISIONING (MOUNTED IN BOLSTER)

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
27	2	Tow line storage spool with hand brake mounted on AFT side of radar pod. Tow spool will store 300' of ¾ DBN tow line includes tow spool cover, 300' of line, necessary	$ 1,562.73	$ 3,125.46

		hardware and installation.		
28	2	Offshore safety kit, includes 24" life ring buoy with distress marker light, portable bilge pump, 10-person first aid kit, offshore marine flare signal kit and hand held compressed air horn.	$ 845.72	$ 1,691.44
29	2	Docking kit for 17'-38' hulls, includes four(4) 30' x 5/8" DBN dock lines with eye splice at one end, black, four(4) 5.5"x 20" 2-eyed ribbed black fenders, and four(4) 3/8"x9' fender whips, black.	$ 295.97	$ 591.94
30	2	Anchor kit for 27'-31' hulls, includes (1) fortress FX11 7LB anchor (1) 3/8" s/s shackle (9FT) s/s anchor chain, (1) 3/8" s/s jaw-to-jaw swivel and (150') 5/8" 3 strand w/s/s thimble	$ 542.72	$ 1,085.44

PAINT COATING

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
31	2	Add topside paint and upgrade to pain on non-skid on exit, includes surface preparation to manufacturers specifications, skythane paint applied to all exterior topside surfaces and upgrade to pain on non-skid on all exterior walking surfaces. Non-skid is rolled to the edges, no set backs on radiused corners. Paint colors include: white, light charcoal grey, haze grey, non-skid colors include: light grey, dark grey.	$ 24,258.04	$ 48,516.08
32	2	Anti-fouling bottom pain, black, on walk around cabin, includes, surface preparation to manufacturers specification and black Sherwin Williams seavoyage (seaguard), heavy metal free (HMF) anti-fouling, ablative paint on all wetted surface below collar	$ 11,646.28	$ 23,292.56

2-DAY FAMILIARIZATION TRAINING

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
33	1	Introductory boat operations will provide a basic understanding of its relevant operational characteristics, one(1) instructor for up to 10 students, includes: instructor(s), classroom/facility, boat operational costs, launching, mooring, fuel, etc.	$ 1,682.69	$ 1,682.69

TRAILER AND SHIPPING PREP

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
34	2	Trailer 11500-25-27 WA & FC 25 TT & CC (10 wide only), aluminum bunk trailer with disc brakes bow ladder, V-stop and led lighting	$ 15,461.42	$ 30,922.84

35	2	Preparation for shipping includes, (1) disconnect batteries from electrical system, 2(2) secure loose gear to prevent shifting during shipment, (3) secure boat to trailers (if applicable), (4) secure equipment as necessary to prevent movement during shipment (5) remove flammable liquids if required to comply with ocean transportation requirements (6) place radome and antennas in lowered position (7) ensure no more than 10 gallons fuel remains in the fuel tanks (8) place boat cabin key in a secure "hide" (9) protective shrink wrap, covers boat down to collar and outboard engines, if applicable	$ 1,806.86	$ 3,613.72

SHIPPING

ITEM	QTY.	DESCRIPTION		PRICE
36	1	Shipping charges		$ 9,503.52

SPECIFICATIONS REQUIREMENTS – ATTACHMENT "A"

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP) – ATTACHMENT "B"

ETHICS: - ATTACHMENT – "C"

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign **ETHICS** contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP):

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another

method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

MISCELLANEOUS PURCHASES. The Harbor Department requests the option to purchase miscellaneous related equipment and supplies, in conjunction with the purchase of items covered by the contract, under the condition that such items may be purchased in amounts not to exceed $200.00 per order, per invoice.

Check one:

Option Granted: ☑ MS Option Not Granted: ☐ _____

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendums(a) to modify or cancel a Bid Request. Such addendums (a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendums(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

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

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION:

Contact Person: Mark Stott

Title: Director of Business Development - US West

Telephone No.: 360-674-7161 ext. 1091

Fax No.: 360-674-7149

E-Mail Address: mstott@safeboats.com

24 Hour Contact No.: 415-342-0331

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1152
(SHOW THIS NUMBER ON ENVELOPE)

AUTHORIZED DISTRIBUTOR/DEALER
Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

☐ Yes: _____ ☐ No*: _____ ☑ Mfr.: MS

*If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from Manufacturer's Published Price List. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS.

Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

NEW AND UNUSED: The items furnished shall be new and unused.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): _____

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

DELIVERY POINT: Prices to include all delivery charges, F.O.B. the Harbor Department, Port Police, 330 S. Centre Street, San Pedro, CA 90731.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: _____.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: SAFE Boats International, LLC

ADDRESS: 8800 SW Barney White Road

Bremerton, WA 98312

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: 0002335111-0001-6

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER
In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SPECIFICATIONS
(ATTACHMENT A)

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.	

GENERAL: It is the ojective of these specification to outline the requirements believed to be necessary to successfully perform this contract. The specifications are to be used as a general guide and are not intended to be a complete list of all work or requirements necessary to complete the project.

The contract that results from this process is expected to have a term of ten months from the date of execution of the agreement.

The qualified contractor must possess, or have the rights to, a proven planing hull boat design and have the ability to customize the police training boat design plans to the Los Angeles Port Police service specifications.

The qualified contractor must be highly experienced in the construction of aluminum planing hull boats and have a domestic facility that can carry out their construction, inspection and performance testing.

The qualified contractor must provide high quality equipment, components and parts, designed for vessels of this type that are new and of current manufacture. The use of surplus, used, obsolete or discontinued items shall not be acceptable.

The qualified contractor shall construct the vessels in a manner consistent with best trade practices and in accordance with best commercial quality finishing, consistent with the industry standards that would apply for the construction of similar hull boats using best available technology. The contractor shall ensure that only suitably skilled and experienced employees or subcontractors be engaged to work on the boats.

The qualified contractor must be responsible for assuring that the boats meet the specified performance criteria.

The qualified contractor must be able to deliver BOTH boats on a boat trailer to the Port of Los Angeles, Port Police, Berth 161, San Pedro, CA.

Bidder must indicate with a check mark, in the spaces provided, after each item, if they COMPLY with the specifications for that item. If they do not comply, each deviation must be described in the space that follows. If insufficient space, indicate "see attached" and describe all deviations on an attachment to the bid. Make sure all deviations are labeled to identify the item for which the deviation is taken. A cover letter must be included indicating that deviations to the specifications are in a separate attachment to the bid. Failure to properly complete this required information may result in bid being rejected as non-responsive.

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.	

MINIMUM QUALIFICATIONS In order to be considered as a qualified contractor for this project, proposers must meet the following minimum qualifications: Prior extensive experience designing and building Police Boats for U.S based public safety organizations. Evidence of possession of an adequate, U.S. Domestic, aluminum boats welding facility to design, construct, launch and test projects of similar scope as to the one described in this RFQ. Evidence of the construction of at least 15 public safety boats since the company's inception AND delivery to a US or Foreign public safety service of at least ten welded aluminum public safety boats less than forty feet in length, in the last ten years. Boats must have been built to USCG and Classification Society Standards, or equivalent, and must be currently in active service as Public Safety Boats.	**Comply:** ☑ Deviation: ✓
DESIGN The police training boats shall be of a design that has been proven through extensive use by other public safety organizations in the United States. The design built with aluminum and have OEM or U-Flex single station station duel cylinder, power steering. Each boat will have extended T-Top roof to accommodate starboard side helm and second row seating and mid bolster. Each boat must be capable of year round all-weather operation in comfort and safety both inland and offshore from the Port of Los Angeles. It must be capable of maintaining speed in rough sea conditions and operate safely in small craft advisory weather conditions. It must be reliable, seaworthy, and comfortable.	**Comply:** ☑ Deviation:
CONSTRUCTION STANDARDS, CLASSIFICATION AND CERTIFICATION The police training boats shall be built to conform to all applicable United States Coast Guard rules and regulations. The construction of the police training boats shall meet or exceed the	**Comply:** ☑ Deviation:

construction, machinery and installation requirements as set forth by United States Coast Guard standard. Where the above regulations are silent, the rules of the American Boat and Yacht Council, the National Fire Protection Association, and the Occupational Health and Safety Administration shall apply. All materials, equipment, machinery, fittings, hardware, appurtenances, and supplies for construction of the boats shall be new, free of defects, and suitable for their intended uses. The use of surplus or previously purchased items by the Contractor is strictly forbidden. The use of repurposed or remanufactured items, even with a new item warranty from the manufacturer, is also strictly forbidden. The hull and superstructure shall be fabricated of welded aluminum of an alloy or temper suitable for marine applications: 5083, 5086, 6061 or 6063. Materials are to be joined by MIG or TIG welding techniques. All welding, brazing and related procedures, including joint design, joint strength, edge preparation, fabrication, and records should be performed in accordance with the standards set forth by the American Welding Society for the materials being welded and the intended service. All welding shall be performed by USCG and classification society certified aluminum welders with current certification. Welder qualification certificates shall be provided to the Owner prior to a welder performing welding on the boats.	
PERFORMANCE The expected performance of the boats in sea state Beaufort Force Wind Scale 4 shall be at a minimum: 20-24 knots at Cruise speed, with a full speed of 38 - 42+ knots.	**Comply:** ☑ Deviation:
VESSELS SIZE The Police Training Boats shall be a minimum of 27 ft. /8.2M to a maximum of 30ft/9.1M length overall (LOA).	**Comply:** ☑ Deviation:

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.	
HULL DESIGN Each boat shall be a planing hull design. The hull form shall be based upon the proposers' most recent proven design that has been employed in the construction of Police Boats for other domestic public safety organizations. The intellectual property of the hull form will remain with the DESIGNER. The builder of the police training boats will use the design only if approved for use by the Designer.	**Comply:** ☑ Deviation:
PERSONNEL RECOVERY CUTOUT Boats will have personnel recovery side plate and collar cutouts on port and starboard side that will facilitate person in water recovery.	**Comply:** ☑ Deviation:
DECK Non-skid coatings will be applied to all exterior decks. Four lifting eyes will be available on each boat deck to provide safe lifting operation to pull the boat out of the water.	**Comply:** ☑ Deviation:
CENTER CONSOLE DESIGN EXTERIOR The superstructure of the Police Training Boats shall be built with aluminum extended T-Top roof to accommodate a second row rear seating, and mid bolster. Each boat will have a safety handrail system with rail wrap. INTERIOR All helm controls and navigation electronics positions will be determined with a wheelhouse mock-up approved by the Owner prior to installation. The instrument console shall be fabricated from marine grade material on an aluminum frame. All instrumentation shall be installed to reduce glare and provide maximum visibility to the Captain and Navigator. The center console superstructure will have a minimum height clearance of 6' 8". The interior design of each boat will include two rows of SHOXS	**Comply:** ☑ Deviation:

DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.

shock mitigation seating with armrest on both sides of seats and seat belting or safety harnesses for (1) Captain, (1) Navigator, and (2) rear passengers. The helm seat shall be installed on the starboard side, with an adjacent seat for the Navigator. Both the helm and Navigator seats shall be located within easy reach of the operating console and electronic navigation system. All Interior hardware shall be of good marine quality unless otherwise specified in this specification. Manufacturer recommended paneling, trim and headliner shall be installed. The Interior cladding system should be easily removable and repairable. Purchaser will select the color. Each seat will have removable non-slip 2-3 inch thick floor mating, black in color.	• NOTE - Interior cladding is not applicable to the Center Console boat offered. • NOTE - Floor matting is not applicable to the Center Console boat offered
SEAT STORAGE LOCKER IN FRONT OF CONSOLE Boats will have seat storage locker with fabricated lid in front of center console.	**Comply:** ☑ Deviation:
ENVIRONMENTAL CONDITIONS The boats shall be suitable to operate in conditions including air temperatures from 35° F to 95°F, and seawater temperatures 50° to 80°F. This range of temperatures is commensurate with the geographic parameters for the boats normal operation.	**Comply:** ☑ Deviation:
WINDOWS The superstructure will be fitted with windows of a thickness as specified by the regulatory authority. Windows shall be made of bonded, laminated safety glass preferably made by "*Diamond Sea Glaze*.". Documentation (part numbers and sizes) shall be provided for all installed windows.	**Comply:** ☑ Deviation:
WINDOW HEATING/DEFROST SYSTEM The front windshield will be equipped with an in glass defrosting system capable of being controlled from the operating console.	**Comply:** ☑ Deviation: • Window Heating/Defrost System can be added for $3,230 per boat.

DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.

WIPER WASH SYSTEM The front windshield will be fit with an *Imtra Corp.* offshore *Roca* wiper motor and arm system, along with their wiper wash system. The system will be a W-25 series or better. The wiper and washer system control panel will be located at the helm station. A dedicated electric pump and tank shall feed the wash system.	**Comply:** ☑ Deviation:
HANDRAILS The hand/grab rails shall be designed to allow the boat crew to have a safe handhold while standing and walking through the boat. They shall be installed in a manner that does not obstruct personnel from getting into or out of the seats. Exterior handrails shall be welded vertically on the superstructure at the helm station to allow instructor oversight and immediate access to throttle controls. All handrails shall be installed at a minimum height of 40 in. / 1 M above the deck.	**Comply:** ☑ Deviation:
CLEATS Both boats will have (6) 10" cast aluminum weld on cleats.	**Comply:** ☑ Deviation:
LIGHTING SYSTEM The contractor shall provide LED lighting systems throughout the Vessels. The Vessels shall be equipped with an exterior lighting system that shall be operated from the helm console. The lighting system shall include, at a minimum: foredeck floodlights, aft deck floodlights, side deck lights, boarding floodlights, and an adjustable beam spot light operated by remote control from the helm position. The adjustable beam spotlight shall be of a military grade and easily serviceable. Interior lighting shall be installed, per Designers' recommendations, to adequately illuminate each compartment. The locations and types of lighting switch for each compartment will be determined through consult with the Designer. Lighting controls shall include a dimming function in order to vary the lighting	**Comply:** ☑ Deviation:

intensity. The helm console shall be equipped with both red and white LED lighting, which shall be independently switched. This may be satisfied with independent red and white light fixtures, or dual circuit fixtures that produce both red and white light. Lighting fixtures shall be commercial marine grade, and shall comply with USCG Regulations. Where possible, lighting fixtures shall be provided by a single manufacturer.	
FENDER SYSTEM Each boat will be protected by a full perimeter fendering system of the Designer's recommendation. The system shall be installed in a manner that allows a means for easy inspection of the hull area behind the fender as well as a relatively easy means to effect repairs to the fender system.	**Comply:** ☑ Deviation:
DOCKING LINES & BUOYS A docking kit will be required for each boat. The kit will include: • Four 30' x 5/8" DBN Dock Lines with eye splice at one end (black) • Four 5.5" x 20" 2 eyed ribbed black fenders • Four 3/8" x 9' fender whips (black)	**Comply:** ☑ Deviation:
TOWING SYSTEM Each vessel shall be equipped with a tow spool with 300' line, hand brake and cover. Tow spool will store 300' of ¾ DBN tow line. Including tow spool cover, 300' of line, and all necessary hardware and installation.	**Comply:** ☑ Deviation:
HATCHES All deck hatches on the boats will be fit with Freeman Marine, cast aluminum, flush mounted, quick acting, hinged, watertight hatches. The hatches shall be Knife-edge seal style hatches with integral tee handle. Documentation on the make, model numbers and sizes of all installed hatches will be supplied to the Owner upon delivery.	**Comply:** ☑ Deviation:
MAST A mast assembly will be mounted on the top of the center console T-Top superstructure. Preferably, Seaview mast systems and light bars. The mast assembly will be support a radar scanner, electronic systems antennas, navigation and exterior lighting. To the greatest extent possible the mast shall allow for the routing of wiring and	**Comply:** ☑ Deviation:

cabling internal to the mast structure. Where penetrations of the mast structure are required, they shall be weather tight.	
PROPULSION The Contractor shall provide a complete propulsion system for the boats including all design, engineering calculations, analyses, machinery, equipment, hardware, inspections, tests and trials. Each boat will have duel Yamaha 300HP offshore outboard engines. The manufacturer's instrumentation panel for each engine shall be installed and located at the pilothouse control console, within comfortable sight range and reach of the operator. Local panels for both engines shall be supplied on or adjacent to the engines. All propulsion machinery, equipment, components, and support systems shall be new and unused. Machinery and equipment shall be manufactured by recognized manufacturers of marine propulsion equipment and systems, having the capabilities to provide service and supply parts in the San Pedro, California area. All machinery shall be mounted so that it is accessible for all necessary maintenance and so that components are removable for replacement with a minimum amount of interference. Engine diagnostic ports will be mounted in an easily accessible location.	**Comply:** ☑ Deviation:
PROPULSION CONTROLS The boats propulsion system controls (engine throttles and reduction gear control) shall be provided by the manufacturer. The boats shall be equipped with a control station positioned on the starboard side. Controls shall be positioned within comfortable reach of the operator. The control station will be equipped with a dual throttle, electronically controlled system.	**Comply:** ☑ Deviation:

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.	
PROPULSION SHAFTS The shafting system, complete with all components, shall be a system designed by the Contractor. It shall incorporate equipment of standard production release, supported by the shafting manufacturer spare parts system, and covered by standard warranties. The entire propulsion shafting system, all components and equipment included, shall be designed to meet Regulatory Authority requirements.	**Comply:** ☑ Deviation: • NOTE - Propulsion Shafts are integrated within the outboard engines specified.
PROPELLERS Each boat will have two engines. One will have a 30" shaft standard engine and the other will be a 30" counter-rotating engine.	**Comply:** ☑ Deviation:
STEERING SYSTEM Each boat will have Yamaha OEM steering.	**Comply:** ☑ Deviation:
PROTECTIVE GUARDS & COVERS Exposed piping, tubing, hoses, electrical or electronic cables subject to mechanical damage or physical damage by the crew during operations, inspection and maintenance shall be provided with protective covers. Removable guards shall be fit to all exposed rotating equipment to protect personnel from injury.	**Comply:** ☑ Deviation:
FUEL SYSTEM One removable fuel tank will be fitted within each vessel. Each tank will be fabricated to be easily removable to the hull as per USCG regulations. Capacity will be approximately 200 gallons. Fuel tank shall be thoroughly cleaned of all debris, weld spatter and other foreign matter prior to initial filling and shall be kept closed thereafter until ready for use. Filling of the fuel tank will be affected through fillers located on the aft deck. Fuel filler caps to be either threaded or cam type. Fuel tank vent shall be located in a coffer dam with the fills. A vent directly exposed to weather shall terminate in a return bend, and shall be fitted with call check valves. Fuel vent(s) shall be fitted with bronze flame screens. The size of the vent will be as per the USCG	**Comply:** ☑ Deviation:

regulations (182.450). The tank will have a connection for draining of water in the lowest part of the tank. Filling of the fuel tank will be affected through fillers located on the aft deck. Fuel filler caps to be threaded with cap attachment chain.	
ELECTRICAL SYSTEMS All electrical wire and cable shall be suitable for shipboard installation and shall meet or exceed regulatory or ABYC requirements for installation. Wherever possible *BlueSeas Systems* components shall be used for the electrical systems. An electrical power generation and distribution system shall be provided to supply all electrical loads. The alternating current (AC) system shall include a shore power connections, connected to an isolation transformer, a switchboard in the engine compartment with interconnect distribution panels and all interconnecting cables. The Direct Current (DC) system will be comprised of electric generation sources from the propulsion engines (alternators), storage batteries, distribution panels, associated cabling and equipment. All conductors and loads shall be protected by appropriately rated and selectively coordinated circuit breakers. Metering, local and remote control, and indication functions shall be provided, as required by regulation, throughout the system. The hull shall not be used as a current carrying conductor. All cables shall be adequately protected against mechanical damage, chaffing, heat, corrosion, and wherever possible be installed clear of bilges and engine exhaust systems. The cables between transom and	**Comply:** ☑ Deviation:

helm station shall be neatly fastened to aluminum cable trays fitted below deck. Cable penetrations through bulkheads and decks must have adequate sealing arrangements to maintain water and where appropriate, fire integrity. Cables should be tagged and labeled for identification purposes. Electrical control panels will be provided, for each system, containing all necessary controls and starters for the proper control and running of the systems. Circuit breakers, used for switching of circuits, shall be mounted and labeled in each panel. All panels will be fit with additional spare breaker positions for future circuit additions. The Builder shall supply a complete set of as-built wiring diagrams of the boats electrical system on delivery of the Vessels in digital format (PDF).	
BATTERIES AND BATTERY CHARGING The size of the battery banks, supplying the DC systems, will be calculated by the Designer according to the installed machinery and equipment. If possible, batteries shall be stored in a readily accessible location. The Designer shall propose, if possible, an alternative solution to using 8D sized batteries in the battery banks. Batteries will be stored in USCG approve battery boxes, with covers, and secured with heavy-duty straps. Each battery will be installed with a dedicated single pole battery disconnect switch located near the battery. Single pole battery switches shall be provided to allow emergency paralleling of the propulsion engine start batteries to the house batteries as well as emergency paralleling of the generator engine start battery to the propulsion engine start battery bank. A bulkhead mounted charging system will be installed to maintain the charge on the DC battery banks.	**Comply:** ☑ Deviation:
12 & 24 VDC POWER SYSTEM Each boat shall be equipped with a 110VAC Shore power kit – 3 battery system with Pronautic. Each kit will include: • 110VAC 30AMP Shore inlet • Blue Seas 360 A/C panel with analog volt meter • GFCI Outlet with cover • Isolation transformer and 30A 125V 25' shore power cord • One 3-bank pronautic smart charger that charges, conditions, maintains and re-conditions.	**Comply:** ☑ Deviation:

DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.

• Automatic dockside power supply mode for 12 volt DC lighting and appliances	
NAVIGATION LIGHTS Navigation lighting will be provided as required by USCG COLREGS for INTERNATIONAL boats of this size. A navigation light panel with visual indicators and alarm function will control all navigation lights. Duplicate individual light fixtures will be installed at each navigation light location. The navigation light panel will allow the operator to manually choose which light fixture is illuminated at any given time. It will not be possible to illuminate both fixtures at once. Lights will be provided and arranged to indicate: 1. A power driven boat underway (Rule 23) 2. Boat anchored (Rule 30) All navigation lights will be LED lighting and shall be sourced from *Orca Green Marine (OGM)*.	**Comply:** ☑ Deviation:
POLICE TRAINING BOAT LIGHTING Each boat equipped with Law Enforcement Lighting (Annex 5, 33 CFR 88 Section 88.05). Preferably, Whelen F4MBBBBP Mini Edge Freedom IV Super-LED 22" Lightbar, Blue mounted on radar arch POD face for maximum 360 visability	**Comply:** ☑ Deviation:
ELECTRONIC NAVIGATION SYSTEMS The owner will provide the following electronic navigation equipment for each boat. 1. Furuno TZT12 Multifuntion display 2. Furuno DRS4D – NXT Radome 3. Furuno Retro Fit kit from MFD12 to TZTL12F 4. Furuno SCX-20 Compact Dome Satellite Compass	**Comply:** ☑ Deviation:

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
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ANNOUNCING SYSTEM Each boat equipped with Whelen Loudhailer System. WPA112, WPA2, SA315	**Comply:** ☑ Deviation:
MARINE RADIO SYSTEM ICOM M510 VHF Marine Transceiver with Shakespeare 396-1 5 classic	**Comply:** ☑ Deviation:
POLICE TRAINING BOAT RADIO SYSTEM The following electronic navigation equipment will be provided by the owner and installed by the Contractor. 1. Radio head with microphone 2. Radio body or AMP 3. External radio speaker 4. Antenna with mount	**Comply:** ☑ Deviation:
ANTENNAE Furuno GP330B GPS Antenna The Contractor shall install antennae as necessary for the proper function of each electronic equipment item. Each antenna shall be electrically isolated from the foundation to prevent corrosion, and to reduce radio interference. The Contractor shall pay particular attention to manufacturer recommendations when locating antennae in relation to other antennae, to avoid radio interference. Any evidence of radio interference between electronic systems, or other radios, shall be rectified prior to Acceptance of the boats. All antennae shall be placed to avoid obstruction of navigation lights. Antennae shall be provided for each VHF radio, and all other equipment requiring antennae. Where possible, *Shakespeare Phase 3* antennae shall be used.	**Comply:** ☑ Deviation:
BILGE SYSTEM Each hull compartment will be equipped with a powered independent submersible bilge pump with overboard discharge. Where appropriate bilge pumps will be supplied with float switch activation.	**Comply:** ☐ Deviation: The SAFE Boats 27 Center Console Boat offered has sealed decks and hull compartments to prevent the possibility of down-flooding. There are no bilge pumps included in this design.

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The helm console will be supplied with a bilge pump alarm system panel. The panel will have indicators for each compartment and be equipped with override switches for each pump that allows manual activation/shutdown of individual pumps.	
ALARMS AND MONITORING The boats will be fit with an alarm and monitoring system according to the Designers plan. At a minimum, the system should contain the following alarms: BILGE HIGH LEVEL ENGINE ALARMS GENERAL ALARM GROUND FAULT LOW LEVEL FUEL STEERING HYD OIL RESERVOIR LOW LEVEL	**Comply:** ☐ Deviation: • Bilge High Level Alarms not included due to sealed decks. • The Yamaha Command Link system offered supports engine alarms only. • Steering Hydraulic Fluid Level requires visual inspection.
FIREFIGHTING SYSTEM Each boat shall be equipped with the following portable fire extinguisher and bracket. KIDDE - Mariner 10 Fire Extinguisher Model # 18771006 KIDDE - Extinguisher Bracket For 5lb.Fire Extinguishers Model # 8582595	**Comply:** ☑ Deviation:
CORROSION PROTECTION The Contractor shall design and construct the boats in such a manner as to protect the boats from the effects of corrosion. The Designer will determine sizing and placement of the hull zinc anodes.	**Comply:** ☑ Deviation:
LIFE SAVING EQUIPMENT The following equipment shall be supplied and fitted for each boat: • 24" Life Ring with distress marker light • Portable bilge pump • 10-person first aid kit • Offshore marine flare signal kit • Handheld compressed air horn • Appropriate Life Jackets to be provided	**Comply:** ☐ Deviation: • Life Jackets are not identified in the specifications and pricing section. Life jackets can be provided at an additional cost

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• Emergency Position Indicating Radio Beacon (EBIRB)	•An ACR 2830 GlobalFix V4 Category I EPIRB w/ Integral GPS & Automatic Release Bracket can be added for $759.09 per boat.
GROUND TACKLE The anchor, anchor rode and associated hardware will be sized according to USCG regulations. The anchor rode will be stowed in a locker in the collision void sized to accept the size and quantity of rode. The bitter end of the anchor rode will be fixed to the hull structure with a quick release attachment. The working end of the anchor rode will be attached to the anchor locker pipe cover. The anchor will be stowed on the centerline of the bow.	**Comply:** ☐ Deviation: • NOTE - Anchor, rode and chain will be stowed in Anchor Locker as a complete assembly.
ANCHOR Each boat shall be equipped with an anchor kit for 27'-31' hulls, kit includes: (1) 7LB anchor, (1) 3/8" stainless steel shackle, 9 feet stainless steel chain, (1) 3/8" stainless steel jaw-to-jaw swivel, and (150') 5/8" 3 strand with stainless steel thimble.	**Comply:** ☑ Deviation:
GRAPHICS AND SIGNAGE Graphics and signage will be applied to the Boats as described: T-TOP FORWARD — PORT POLICE T-TOP STARBOARD — BOAT # CENTER CONSOLE STARBOARD — MLETC LOGO CENTER CONSOLE PORT — MLETC LOGO T-TOP AFT — PORT POLICE	**Comply:** ☑ Deviation:
PAINT AND COATING SYSTEM The Owner will furnish the paint color scheme prior to the start of painting.	**Comply:** ☑ Deviation:

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The Contractor shall propose a recognized Marine Paint Manufacturer, along with a Painting Schedule, to the Owner for approval. The Painting Schedule will include details regarding the paint formulation, surface preparation and cleaning, environmental constraints, and application techniques and tolerances in accordance with that manufacturer's recommendations. Marine paint should meet all current local, State and Federal air and water regulations. Paint performance, including but not limited to anti-fouling performance, shall be fully warranted by the Contractor. Paint spec shall be supplied for barrier coat from six inches above the waterline and complete bottom area.	
MAINTAINENANCE PLAN The Contractor shall develop a comprehensive preventative maintenance plan to include all boats equipment, machinery, and systems, which will enable the Owner's staff to plan and execute routine maintenance of the boats. The plan shall be provided in a searchable electronic format, and address not only the OEM equipment, but most importantly the operational considerations of any custom system installations that are unique to these boats.	**Comply:** ☐ Deviation: • Maintenance Plan not identified in the specifications and pricing section and can be supplied at additional cost.
SPARE PARTS The Contractor will supply the Owner with: • Consumable spare parts for; Electrical Systems and Lighting Systems. Consumable spare parts shall include at a minimum; fuel, lube, water, and air filters for all systems; spare bilge pumps, impellors, belts, and float switches; spare sensors, fuses, circuit breakers and bulbs for navigation lights, house lights, and compartments lights; sacrificial aluminum anodes for corrosion protection and any other consumable spare parts that the contractor deems necessary. The Contractor shall recommend to the Owner any additional spare parts they determine the Owner should purchase for delivery with the boats.	**Comply:** ☐ Deviation: • Spare Parts not identified in the specifications and pricing section and can be supplied at additional cost.

July 21, 2022 VERSION: 1	HARBOR DEPARTMENT SPECIFICATION NO.
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BOAT TRAILER Builder will provide appropriate sized boat trailer for each boat. Each boat trailer will be Alumium Bunk Trailers with disc brakes, bow ladder, V-Stop, and LED Lighting.	SAFE Boats complies with the Boat Trailer requirements.
LOGISTICS SUPPORT The contractor will supply a minimum of three (3) hardcopies, properly organized in binders, and a minimum of three (3) complete electronic sets, of all documentation and manuals for the boats in the "as-built" condition. The document sets shall be delivered at the time of Technical Acceptance. REQUIRED DOCUMENTATION: 3. General Arrangement Plan 4. Docking & Hoisting Plan 5. Engine Compartment Arrangement, showing critical maintenance operations 6. Diagrams of all systems 7. Electrical schematics 8. Equipment and component manuals 9. Relevant structural drawings (hull, engine foundations, etc.) 10. Material certificates 11. Dock and sea trials test report 12. Stability Booklet 13. Inventory	**Comply:** ☐ Deviation: The vessel is a mature and proven COTS product and as such, much of the information requested is proprietary.
WEIGHT & STABILITY Throughout the design and build process the Contractor shall perform an engineering weight estimate to monitor the boats weight. Upon launching the completed boats the Contractor shall conduct an in-water inclining experiment to determine the boats final weight, center of gravity and stability. Boat stability shall meet USCG requirements for boats of this size and service. The Contractor shall deliver a stability booklet with each boat.	**Comply:** ☐ Deviation: The vessel is weighed after welding is complete and again prior to fueling. Inclining experiments are to larger vessels of a custom design nature. SBI performs full sea trials to confirm stability and operations of the vessel prior to delivery. An air incline test and stability booklet can be provided at an additional cost.

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LAUNCHING The Contractor shall prepare boats launching plan and submit it to the Owner for review and approval at least thirty days prior to boats launch. The Contractor shall carefully plan, control, and execute the launch to ensure that the boats suffer no damage during the launch. If either boat contacts any structure or any other boats during the launch or transit to the mooring location, the Contractor shall dry-dock the boats and repair any damage (including paint damage) at the Contractor's expense.	**Comply:** ☑ Deviation:
WARRANTY The Contractor must be able to warranty and provide follow-up support for the both boats, in entirety, for a minimum period of one (1) year from date of final acceptance by the Owner. The warranty should state that the qualified contractor shall, at his/her own expense, and without any cost to the Owner, replace all parts failures and make all repairs, including labor and transportation costs, that may be required or are made necessary by reason of defective design, material or workmanship. The Contractor must be able to provide warranties on all equipment, parts and materials furnished or purchased by a subcontractor, under this proposal, and guarantee that they will meet all contract requirements and are free of defects in equipment, material, or workmanship and are fit for its intended purpose. Warranty support shall be provided through U.S. based, O.E.M. and/or shipyard certified personnel.	**Comply:** ☑ Deviation:
DOCUMENTATION The Contractor will be responsible for obtaining all documents and certificates for the boats. This includes documentation of the Hull Identification Number and registering the EPIRB to each boat.	**Comply:** ☑ Deviation:
CLEANLINESS The Contractor shall maintain the boats in a high state of overall cleanliness during all phases of construction. The Contractor shall take care to preserve the structure, fittings, outfit, paintwork, engines, auxiliaries, appliances and apparatus to insure delivery in a satisfactory condition. Measures shall be taken to prevent wear and tear or damage during construction and to prevent	**Comply:** ☑ Deviation:

corrosion and contamination of machinery parts. All defects, damage and deterioration of the boats, or their components, that develop during construction, fitting out, and trials shall be corrected, by and at the expense of the Contractor, prior to Owners acceptance.	
QUALITY ASSURANCE The Contractor shall maintain a robust in-house quality assurance (QA) quality control (QC) plan and provide access to that plan and all records to the Owner upon request. The Contractor shall provide its written QA/QC plan to the Owner for review prior to the start of construction.	**Comply:** ☑ Deviation:
SHIPYARD VISITS Throughout the course of construction, the shipyard must accommodate authorized representatives of the Owner to inspect the boats at the Shipyard. The Owners representatives will provide the shipyard with proper notice prior to all shipyard visits. The costs of these visits will be the responsibility of the Owner.	**Comply:** ☑ Deviation:
TECHNICAL ACCEPTANCE TRIALS The Contractor shall develop, in cooperation with the Owner, a comprehensive testing and trials plan. The plan shall identify all testing milestones; define testing procedures and track deficiencies, corrections, and acceptance. Trials shall include Dock Trials, Sea Trials, and Acceptance Trials. The Contractor shall provide to the Owner an estimated schedule for each of the trials and provide a minimum of two weeks' notice prior to the start of all trials. Dock Trials shall be conducted to demonstrate proper functioning of propulsion systems and controls, auxiliary systems, electronics, and safety equipment prior to Sea Trials. Prior to Dock Trials, the Contractor will present an agenda to the Owner for review and comment. Following the completion of Dock Trials, Sea Trials will be conducted to demonstrate the performance of the boats and proper function of systems underway. Upon completion of Dock and Sea Trials, any item of Contractor furnished equipment that shows questionable operating characteristics shall be thoroughly examined and repaired by the Contractor. If repairs are necessary or if the performance of any Contractor furnished equipment does not meet specification	**Comply:** ☑ Deviation:

requirements, tests of the individual units are to be repeated by the Contractor and corrections made until the equipment meets the specifications and is accepted by the Owner. The Owner and regulatory bodies, as required, shall witness all trials. All major machinery and equipment OEMs shall be represented by a fully *authorized representative*. All trials for the boats will be conducted at the Contractor's expense. Technical acceptance will not constitute delivery of the boats.	
DELIVERY, INSPECTION & FINAL ACCEPTANCE Upon completion of the Technical Acceptance trials, the Contractor shall deliver the boats to the Port of Los Angeles; Los Angeles Port Police Service at Berth 161, San Pedro, CA. Delivery will be made during daylight working hours, 0600 -1700. Upon delivery, a representative for the Port of Los Angeles along with a representative of the selected Contractor will inspect each boat. If there are any apparent defects in the boats, machinery or equipment at the time of delivery, the POLA representative will promptly notify the contractor thereof. Without limiting any other rights, the Port of Los Angeles will require the contractor to repair or replace, at the Contractor's expense, any or all of the damaged materials, machinery or equipment. Upon satisfactory inspection by both the Port of Los Angeles representative(s) and the selected Contractors representative(s), and remedy of any issues found during the final inspection, the Port of Los Angeles will make Final Acceptance of the boats.	**Comply:** ☑ Deviation:
TECHNICAL SUBMITTAL In response to this RFQ, the proposer shall provide: • Name, address, and telephone number of a primary contact person. • A brief a narrative describing the firm's qualifications to perform the work, including past (relevant) experience. The narrative should include details on the firms' ability to meet the Minimum Qualifications. • A detailed project description of not more than four police boat projects in similar size and scope to this project prepared by your firm. For each example, include agency	**Comply:** ☑ Deviation:

DESCRIPTION: The City of Los Angeles, Harbor Department (Port of Los Angeles or Port), Port Police Training Division is requesting quotes from a qualified marine boat builder with proven experience in police boat design and construction to design, construct, and deliver TWO planing hull design, center console T-Top boats. Each boat outfitted for police training that meet or exceed the guidelines listed in these specifications.

name, length, beam, depth, draft, displacement, speed, installed power & propulsion type, special features, start/delivery dates, comparison of planned and actual delivery dates, and Owner's contact information. Descriptions should be limited to one page for each project.

- At least three-client references, with contact names and information for which proposer has delivered Police Boats similar in nature, scope and duration to the contract contemplated herein.
- The name of a Designated Naval Architect for the project.
- Contract level specifications to include at a minimum:
  - Detailed General Arrangement Plans
  - Performance estimates
  - Standards for classification and certification
  - Design standards for performance, noise levels, and environmental conditions
  - Details of hull form and superstructure, including construction materials, standards, weight and stability
  - Details (make, model, manufacturer, ratings, etc.) of machinery, equipment, and systems to be installed in the boats, including, but not limited to: propulsion system, electrical systems, control systems, auxiliary systems (steering, bilge, fuel, etc.), fendering system, safety systems, electronic systems, and paint schedule.
  - Detailed listing of support documentation to be provided to the Port of Los Angeles upon delivery of the boats.
  - Details of the expected performance standards during the Dock and Sea trials.

By signature below, vendor acknowledges reading all of the above and will comply with requirements as stated herein:

SUBMITTED BY: SAFE Boats International, LLC. (Company Name) — January 31, 2023 (Date)

Signature — Tom Gumpert, CFO (Print Name/Title) — (360) 674-7161 (Telephone #)

LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)
(ATTACHMENT B)

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor 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 is true and correct and includes all material information necessary to identify and explain the operations of

SAFE Boats International

Name of Firm

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

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: _____ Title: CFO

Printed Name: Tom Gumpert Date Signed: January 31, 2023

Troy David Knivila-Ritchie
Notary Public
State of Washington
My Appointment Expires 11/25/2026
Commission Number 23000547

Troy David Knivila-Ritchie
Kitsap County Washington
8 February 2023

Revised 07/13/15

ACKNOWLEDGMENT

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

State of ~~California~~ Washington
County of Kitsap)

On 8 February 2023 before me, Tom Gumpert, CFC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Troy David Knivila-Ritchie
Notary Public
State of Washington
My Appointment Expires 11/25/2026
Commission Number 23000547

Signature _____ (Seal)

Revised 07/13/15

ETHICS – FORMS CEC 50 & 55

(ATTACHMENT C)

FORM 50

Bidder Certification

Los Angeles City Ethics Commission

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] Original Filing [ ] Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
F-1152	Harbor Department Purchasing Office
Bidder Name	
SAFE Boats International, LLC	
Address	
8800 SW Barney White Rd., Bremerton, WA 98312	
Email Address	Phone Number
mstott@safeboats.com	(360) 674-7161

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Tom Gumpert
Name

Signature

CFO
Title

January 31, 2023
Date

Form 55 Instructions

Los Angeles City
ETHICS COMMISSION

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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone
(213) 978-1988 fax
Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at $100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least $100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at $100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.

2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.

3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (*e.g.*, the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at $100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform $50,000 worth of work and XYZ Corporation as another subcontractor that will perform $200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth $30,000; and Beautiful Parks Company, which will perform $85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at $100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and Los Angeles Municipal Code § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth $100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth $100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] Original Filing [ ] Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): F-1152 Date Bid Submitted: Feb. 2, 2023

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Two Planing Hull Boats

Awarding Authority (Department awarding the contract): Harbor Department Purchasing Office

Bidder Name: SAFE Boats International, LLC

Bidder Address: 8800 SW Barney White Rd., Bremerton, WA 98312

Bidder Email Address: mstott@safeboats.com Bidder Phone Number: (360) 674-7161

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A – Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least *one principal* is required for entities. *(If you check "Yes", Schedule A is required.)*	[X]	[ ]
2. **SCHEDULE B – *Subcontractors and Their Principals (check one)*** The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	[ ]	[X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 2

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Tom Gumpert
Name

Signature

CFO
Title

January 31, 2023
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Richard Schwarz Title: CEO
Address: 8800 SW Barney White Rd., Bremerton, WA 98312

Name: Tom Gumpert Title: CFO
Address: 8800 SW Barney White Rd., Bremerton, WA 98312

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1152
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

2. **TAXES**. Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.

3. **SPECIFICATION CHANGES**. Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.

4. **BRAND NAMES AND SPECIFICATIONS**. The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.

5. **AWARD OF CONTRACT**. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

6. **PURCHASE AGREEMENT**. A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.

7. **PRICE GUARANTEE**. If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.

8. **DEFAULT BY SUPPLIER**. In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.

9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.

10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.

11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

    Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

    Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

    Materials shall be listed separately on invoices covering repairs or installation service.

    The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

    This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

    In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

    Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS.**

    NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**

13. **CITY OF LOS ANGELES MUNICIPLE CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.

14. **PAYMENTS**. Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.

15. **ASSIGNMENT**. The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.

16. **NONDISCRIMINATION**. During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.

17. **SAFETY APPROVAL**. Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.

18. **PREVAILING WAGES**. Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY**. The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

20. **PATENT RIGHTS** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U S Letters Palent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent

21. **LEGAL JUSTIFICATION**. This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22 **TERMINATION FOR NON-APPROPRIATION** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

Transmittal 2

CITY OF LOS ANGELES
HARBOR DEPARTMENT - PURCHASING DIVISION

BID TRANSMITTAL

TO: Jenina Marcelo **DATE:** February 23, 2023

RE: Requisition No.: Z-23-019 **BID No.:** F-1152

Submitted herewith are quotations and summary sheets for your recommendation and signature of approval below. Award to the low bidder will be made unless another recommendation is explained herein. **EACH RECOMMENDATION IN FAVOR OF OTHER THAN THE LOW BIDDER MUST BE SUPPORTED BY STATEMENTS SETTING FORTH MATERIAL DEVIATIONS TAKEN BY LOW BIDDER AND WHY EACH DEVIATION IS IMPORTANT.**

Approval of Award: F. Yazdi Digitally signed by Farshid Yazdi Date: 2023.03.09 14:40:58 -08'00' Phone: 310-732-7620 Date: 3/9/23
(signature)

ALTERNATE RECOMMENDATION: _____

JUSTIFICATION:

_____

_____

_____

_____

_____

Safe Boats International, is the lowest bidder. Please see Commercial Terms & Conditions Section Pg. 9, progress payments.

Metal Shark, is the second and only additional bidder.

Please, advise, as to acceptability.

Please, sign and return this cover sheet and other required documentation as listed above to this office without delay.

MD 2-23-23

Questions, please call Michelle Davies x0803.

BID RECAP SHEET

VENDOR		Gravois Aluminum Boats, LLC dba Metal Shark	Safe Boats International, LLC			
CITY		Franklin, LA	Bremerton, WA			
ITEM	QTY					
1.	2	$ 211,615.92	$ 155,522.12			
		$ 211,615.92	$ 155,522.12			$ -
2.	2	$ -	$ 1,445.95			
		$ -	$ 1,445.95			$ -
		included				
3.	2	$ 10,104.00	$ 11,554.11			
		$ 10,104.00	$ 11,554.11			$ -
4.	2	$ -	$ -			
		$ -				$ -
		included	$ -			
5.	2					
		$ -				$ -
		included	$ -			
6.	2		$ -			
		$ -				$ -
		included				
7.	2		$ -			
						$ -
		included				
8.	2		$ -	$ -		
		$ -	$ -	$ -	$ -	$ -
		included				
9.	2		$ 560.37			
			$ 560.37	$ -	$ -	$ -
		included				
10.	2		$ 2,133.98			
		$ -	$ 2,133.98	$ -	$ -	$ -
		included				
TOTAL OTHER PG.		$ 368,086.78	$ 314,774.99	$ -	$ -	$ -
TOTAL		$ 811,526.62	$ 657,208.05	$ -	$ -	$ -
DISCOUNT TOTAL		$ 811,526.62	$ 657,208.05	$ -	$ -	$ -
DELIVERY		365-395 days	425 days			
BILLING DISCOUNT		0.00%	0.00%			
BILLING DAYS		30	30			
LBPP (8%)		N	N			
LBPP NET PRICE						
SLB (10%)						
F.O.B.						

AWARDED TO:	VENDOR #	P.O. #	ITEMS	REASONS

DATE: 2/16/23 | PAGE: 1 OF 3 | BID NO.: F-1152

BUYER: Michelle Davies

BID RECAP SHEET
(CONTINUATION)

VENDOR		Gravois Aluminum... dba MetalShark	Safe Boats International, LLC			
CITY		Franklin, LA	Bremerton, WA			
ITEM	QTY					
11.	2	$ 22,965.00	$ 13,828.42			
		$ 22,965.00	$ 13,828.42	$ -	$ -	$ -
12.	2	$ 52,525.87	$ 52,604.78			
		$ 52,525.87	$ 52,604.78	$ -	$ -	$ -
13.	2	$ -	$ 158.01			
		$ -	$ 158.01	$ -	$ -	$ -
		included				
14.	2	$ 9,440.58	$ 5,789.44			
		$ 9,440.58	$ 5,789.44	$ -	$ -	$ -
15.	2	$ 9,440.58	$ 8,251.76			
		$ 9,440.58	$ 8,251.76	$ -	$ -	$ -
16.	2	$ -	$ 2,194.43			
		$ -	$ 2,194.43	$ -	$ -	$ -
		included				
17.	2	$ 2,317.47	$ 3,056.22			
		$ 2,317.47	$ 3,056.22	$ -	$ -	$ -
18.	2	$ 2,256.55	$ 1,801.17			
		$ 2,256.55	$ 1,801.17	$ -	$ -	$ -
19.	2	$ -	$ 932.44			
		$ -	$ 932.44	$ -	$ -	$ -
		included				
20.	2	$ 22,535.04	$ 810.28			
		$ 22,535.04	$ 810.28	$ -	$ -	$ -
21.	2	$ -	$ 215.80			
		$ -	$ 215.80	$ -	$ -	$ -
		included				
22.	2	$ 1,243.10	$ 1,257.05			
		$ 1,243.10	$ 1,257.05	$ -	$ -	$ -
23.	2	$ -	$ 571.29			
		$ -	$ 571.29	$ -	$ -	$ -
		no charge				
TOTAL		$ 245,448.38	$ 182,942.18	$ -	$ -	$ -
DISCOUNT TOTAL		$ 245,448.38	$ 182,942.18	$ -	$ -	$ -
BILLING DISCOUNT		0.00%	0.00%	0.00%	0.00%	0.00%
BILLING DAYS		30	30	0	0	0

DATE: 2/16/23 PAGE: 2 OF 3 BID NO.: F-1152

BID RECAP SHEET
(CONTINUATION)

VENDOR		Gravois Aluminum … dba Metal Shark	Safe Boats International, LLC		0	0
CITY		Franklin, LA	Bremerton, WA		0	0
ITEM	QTY					
24	2	$ 1,096.91	$ 1,834.13			
		$ 1,096.91	$ 1,834.13	$ -	$ -	$ -
25	2	$ 1,148.19	$ 1,476.21			
		$ 1,148.19	$ 1,476.21	$ -	$ -	$ -
26	2	$ -	$ 593.22			
		$ -	$ 593.22	$ -	$ -	$ -
		included				
27	2	$ 435.85	$ 1,562.73			
		$ 435.85	$ 1,562.73	$ -	$ -	$ -
28	2	$ 3,415.29	$ 845.72			
		$ 3,415.29	$ 845.72	$ -	$ -	$ -
29	2	$ 1,115.39	$ 295.97			
		$ 1,115.39	$ 295.97	$ -	$ -	$ -
30	2	$ 866.00	$ 542.72			
		$ 866.00	$ 542.72	$ -	$ -	$ -
31	2	$ 14,444.95	$ 24,258.04			
		$ 14,444.95	$ 24,258.04	$ -	$ -	$ -
32	2	$ 7,532.06	$ 11,646.28			
		$ 7,532.06	$ 11,646.28	$ -	$ -	$ -
33	1		$ 1,682.69			
		$ -	$ 1,682.69	$ -	$ -	$ -
		no charge				
34	2	$ 21,400.00	$ 15,461.42			
		$ 21,400.00	$ 15,461.42	$ -	$ -	$ -
35	2	$ 614.56	$ 1,806.86			
		$ 614.56	$ 1,806.86	$ -	$ -	$ -
36	1	$ 18,500.00	$ 9,503.52			
	shipping	$ 18,500.00	$ 9,503.52	$ -	$ -	$ -
TOTAL		$ 122,638.40	$ 131,832.81	$ -	$ -	$ -
DISCOUNT TOTAL		$ 122,638.40	$ 131,832.81	$ -	$ -	$ -
BILLING DISCOUNT		0.00%	0.00%	0.00%	0.00%	0.00%
BILLING DAYS		30	30	0	0	0

DATE: 2/16/23 PAGE: 3 OF 3 BID NO.: F-1152

4. RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40000 TO UNITED RIGGERS & ERECTORS, INC. FOR PORT OF LOS ANGELES POLICE HEADQUARTERS PERIMETER SECURITY ENHANCEMENTS

THE PORT OF LOS ANGELES

Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 13, 2023**

FROM: **ENGINEERING**

SUBJECT: **RESOLUTION NO. _____ - AWARD OF CONTRACT NO. 40000 TO UNITED RIGGERS & ERECTORS, INC. FOR PORT OF LOS ANGELES POLICE HEADQUARTERS PERIMETER SECURITY ENHANCEMENTS**

SUMMARY:

Staff requests approval of Contract No. 40000 with United Riggers & Erectors, Inc. (URE) of Walnut, CA to construct perimeter security enhancements at the Port of Los Angeles Police Headquarters (PPHQ). The proposed Contract is for a not-to-exceed amount of $337,435. The Harbor Department will be financially responsible for the payment of expenses incurred under the Proposed Contract.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2 (a(3)) and Article III Classes 1(6), 1(12), 2(3), and 3(4) of the Los Angeles City CEQA Guidelines;

2. Approve Contract No. 40000 with United Riggers & Erectors, Inc. in the amount of $337,435 for the purchase of Port of Los Angeles Police Headquarters perimeter security enhancements;

3. Authorize the Executive Director to execute and the Board Secretary to attest to Contract No. 40000 for and on behalf of the Board; and

4. Adopt Resolution No. _____ .

DISCUSSION:

Background/Context – The employee vehicle entrances located on the northwest and south perimeters of the PPHQ building currently have gates and parking ramp areas that may allow an unauthorized person to climb over and gain access to PPHQ. Port Police requested staff to develop modifications to these gates and the surrounding areas that will make it more difficult for an unauthorized person to access PPHQ,

including protecting building utility lines, the south vehicle gate entrance, and the northwest vehicular swing gate.

United Riggers & Erectors, Inc. was the lowest, responsive bidder to construct the improvements shown in Los Angeles Harbor Department Drawing No. 1-3458 (contained in Transmittal 1), including adding a fence and gate on the northwest end of PPHQ to protect gas, water, and fire suppression system piping and components, adding fencing to the south employee vehicle entrance, and constructing a pedestrian gate for the telecommunication room alcove.

Alternatives Considered – Construction & Maintenance (C&M) considered doing the project in-house but the scope of the project entails performing work that C&M staff do not have the expertise to complete.

Selection Process – The Contracts and Purchasing Division advertised this Request for Bids on the Regional Alliance Marketplace for Procurement (RAMP) on February 17, 2023 as RAMP Opportunity 206284. Three vendors attended our Pre-Bid Conference and Job Walk on March 7, 2023. URE submitted the only Bid we received, which staff opened on March 24, 2023.

ENVIRONMENTAL IMPACT:

The proposed action is the approval of an agreement with United Riggers & Erectors, Inc. for the enhancement of perimeter security of the Port of Los Angeles Police Headquarters to protect critical utilities as well as access to the PPHQ, which is a specific action necessary to prevent an emergency; an addition of safety and security in conjunction with existing structures and/or facilities; minor alteration of the existing outdoor lighting and fencing for security and operations; the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity; and the installation of new equipment and/or industrial facilities involving negligible or no expansion of use if required for safety. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with under Article II Section 2 (a(3)) and Article III Classes 1(6), 1(12), 2(3), and 3(4) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Contract will facilitate the construction of perimeter security enhancements at the PPHQ for a not-to-exceed amount of $337,435. Funding in the amount of $337,435 has been included within the Fiscal Year (FY) 2023-2024 Capital Improvement Plan, Project No. 2567300 as follows:

SUBJECT: **AWARD OF CONTRACT NO. 40000 TO UNITED RIGGERS & ERECTORS, INC.**

Account, Center, Program	Description	Amount
54010, 1181, 642	Labor	$190,000
55010, 1181, 642	Materials	$118,000
54030, 1181, 642	Equipment	$29,435
Total		**$337,435**

If the proposed Contract is not approved, then the PPHQ will continue to be subjected to security concerns, including, but not limited to the risk of unauthorized access to the PPHQ and compromised safety of Port Police officers and civilian staff.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the subject contract as to form and legality.

TRANSMITTALS:

1. Contract No. 40000

FIS Approval: MB **(Initials)**
CA Approval: SO **(Initials)**

DINA ARYAN-ZAHLAN, P.E.
Chief Harbor Engineer

ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

Author: W. Yoon

WY:aw
24502b1

Transmittal 1

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1158 Page 1
Show this number on envelope

Contract No. 40000

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Walnut, California (City, State) ON THE 23rd (Date) DAY OF March (Month), 2023 (Year)

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name United Riggers & Erectors, Inc.

Phone (909) 978-0400 Fax (909) 978-0410

Address 4188 Valley Blvd. (Street) Walnut (City) CA (State) 91789 (Zip)

Brian D Kelley (Signature) Brian D. Kelley (Printed Name) CEO (Printed Title)

Elena Zubiri (Signature) Elena Zubiri (Printed Name) Secretary (Printed Title)

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Los Angeles

State of California S.S.

Subscribed and sworn this date

March 23rd, 2023

CESIA MERARY ARGUETA
Notary Public - California
Los Angeles County
Commission # 2380046
My Comm. Expires Oct 26, 2025

Notary Seal Signature

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

By
Executive Director Harbor Department

Date

Approved as to form and legality

4/17, 2023

City Attorney

BY
Deputy

Transmittal No. 1

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1158

SUBMIT BID TO:	**BID DUE BEFORE**
Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744 **OFFICE HOURS:** 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)	**2:00 P.M.** **March 24, 2023**
Buyer: Jacquelyn L. Estrada, Procurement Analyst **Email: JEstrada@portla.org**	**BIDS WILL BE PUBLICLY OPENED**

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

PORT POLICE HEADQUARTERS PERIMETER SECURITY ENHANCEMENTS

LINE	DESCRIPTION	Taxable (Y/N)	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	MATERIALS	Y	LOT	1	$	$ 118,000.00
2	LABOR	N	☐ HOUR ☒ LOT		$	$ 190,000.00
3	EQUIPMENT RENTAL/USE FEES	☒Y ☐N	LOT	1	$	☐ N/A $ 29,435.00
4	MATERIALS DELIVERY FEES BY VENDOR	Y	LOT	1	$	☒ N/A $
5	MATERIALS DELIVERY FEES BY THIRD-PARTY FREIGHT	N	LOT	1	$	☒ N/A $
6	WARRANTY COSTS	☐Y ☐N	LOT	1	$	☒ N/A $
					Total (Excluding Sales Tax)	$ 337,435.00

Plans and general specifications are attached.

UNITED RIGGERS & ERECTORS, INC.

General Contracting & Engineering

Plant Dismantling • Erection and Maintenance Service • Steel Fabrication • Rigging • Ironworkers • Millwrights Machinery Moving • Industrial Process Piping • Concrete Foundations • California State License # 245451

4188 Valley Boulevard • Walnut, CA 91789 • (909) 978-0400 • Fax (909) 978-0410

March 23, 2023

Harbor Department
272 S. Fries Ave.
Wilmington, CA 90744

Fence Quote # 105014

Attn: Ms. Jacqueline Estrada

Reference: Port Police Fencing

Dear Ms. Estrada,

United Riggers is pleased to provide you with our proposal for the Port Police Fencing project. This proposal is based on the 100% design drawings we recently received from your office. Please see our detailed scope of work listed below.

Scope of Work

1. Field dimension the entire site to ensure the accuracy of our shop drawings
2. Provide all shop drawings and related project submittals
3. Provide and Install all new fencing, gates, hinges and hardware in areas A, B and C on sheet A-1.0
4. Provide fencing, one (1) single access gate and one (1) double gate along Centre Street (Plan A)
5. Provide fencing and one (1) single man gate at the entrance along 5th Street (Plan B)
6. Rework existing driveway gates along Centre Street (Plan C) per sheet's A-7.0, S-7.0.
7. All welding will be performed by LA City certified welders
8. All materials will be hot dip galvanized.
9. Panic hardware will be the architect's choice, (Von Duprin, Cal Royal or another product)
10. URE may require assistance from the Harbor Department to secure any required street closures or permits when we use our crane for hoisting.
11. Provide a fire watch during all hot work and fire blankets to protect existing conditions
12. Maintain a clean work site and will provide delineators with caution tape around work areas

Exclusions:

1. Perform any abatement of hazardous materials including testing
2. Any inspections, design, engineering and/or permits or UT/X-ray tests
3. Temporary security fencing, street permits, road closures
4. Finish painting of the new or existing fence and gates
5. Concrete pads in plan A – sheet A-2.0 (note 06)
6. Steel access ladders in plan A – sheet A-3.0 (note 05)
7. Replace existing light fixture – sheet A-5.0 (note 05)
8. Replacement of inbound operator – sheet A-6.0 (note 01)
9. We will require free and clear access to all our work areas for our equipment and manpower.

UNITED RIGGERS & ERECTORS, INC.

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4188 Valley Boulevard • Walnut, CA 91789 • (909) 978-0400 • Fax (909) 978-0410

Exclusions (continued)

10. Provide any professional services, such as engineering, designs, or related work
11. Bonds, construction or street permits, tests, or inspections
12. Any demo, excavating, asphalt, concrete, or grout work is excluded. Any items other than what has been listed under the scope of work are excluded.

Our price to perform the scope of work listed above and based on the updated 100% plans is $337,435.00. This price includes all sales taxes.

We carry all the necessary insurances per LA City requirements and copies are on file with the City or available upon request. We thank you for the opportunity to bid on this project. Should you have any questions regarding this proposal, please do not hesitate to call me.

Breakdown is:

Labor to install, supervision, and safety:	$ 190,000.00
Equipment:.....	$ 29,435..00
Materials:.....	$ 118,000.00
Total.....	$ 337,435.00

Sincerely,

Thomas Larsen

Thomas Larsen
Project Manager
United Riggers & Erectors, Inc
(562) 755-1363 Cell
email; thomas.larsen@att.net

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1158
(SHOW THIS NUMBER ON ENVELOPE)

PROJECT DESCRIPTION

The Los Angeles Harbor Department ("City" or "Department") is soliciting bids for a contractor to fabricate and install, as well as repair as-needed, steel fencing and other steel barriers needed to enhance the physical security of the Los Angeles Port Police Headquarters building. This will require the enhancement of the existing parking structure entrance gates and surrounding areas, the installation of security cages around the gas, water, and fire suppression system piping and components, the repair of existing fencing and barrier structures, and the fabrication and installation of new steel fencing and barriers, to ensure the integrity of the security perimeter. Please note that painting will be carried out by Department personnel. **Due to Department needs during the Port of Los Angeles Fleet Week events, no activities specified in this Request for Bids (RFB) will be permitted from May 16 - June 3, 2023.** The material requirements are estimated as follows (See Attachment B for Plans):

"PLAN A"
Gas, Water and Fire Suppression System Barrier:
- Length: 76' 4"
- Height: 6'
- 16 Structural Posts
- 1 Double Maintenance Gate
- 1 Single Maintenance Gate

"PLAN B"
South Vehicle Entrance Security Enhancement:
- Length: 147' 11"
- Height: 3' on the top of Existing Stem Wall
- Steel Posts Every 6'
- 1 Single Stand-Alone Maintenance Door Next to Telecommunications Room
- (See Sheet 3A-8.0)

"PLAN C"
Two (2) Employee Vehicle Entrance Gate Extensions:
- Overall Length: 27'
- Height: 2'
- HSS 6"x 6", 3"x 3"
- (See Sheet A-7.0)
- Replace Ten (10) Existing Hinges
- Perforated Metal Panels Added to Top of Existing Gate

GENERAL CLAUSES - BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Los Angeles Harbor Department (Department), including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Department, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Department at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(a) to modify or cancel a Bid Request. Such addendum(a) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of, and respond to, any such addendum(a) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

TECHNICAL CORRECTIONS. The Executive Director or his designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

BID SUBMITTAL TIMELINESS.
Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, power and internet outages, traffic congestion, security measures and/or events in or around the Port of Los Angeles, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

MANDATORY PRE-BID CONFERENCE. There will be a mandatory Pre-Bid Conference for all Bidders. VENDORS NOT IN ATTENDANCE WILL NOT BE ALLOWED TO BID ON THIS CONTRACT.

Date:	**Tuesday, March 7, 2023**
Time:	10:00 AM
Location:	500 Pier A Street, Wilmington, CA 90744 – 1st Floor Conference Room

The purpose of the Pre-Bid Conference is to answer any questions about the requirements contained within the bid and to provide any additional information, which may prove helpful to the prospective bidder, as well as to overcome any barriers to participation. Please forward any questions that require a follow-up response after the Conference to jestrada@portla.org for public posting.

MANDATORY JOB WALK. All bidders are required to attend a Job Walk scheduled on **Tuesday, *March 7, 2023***, immediately following the Pre-Bid Conference referenced above; otherwise, your bid will be deemed non-responsive. The Job Walk location will be at **330 S. Centre Street, San Pedro, CA 90731**. Please forward any questions that require a follow-up response after the Job Walk to jestrada@portla.org for public posting.

PRE-AWARD CONFERENCE. Prior to award of contract, the successful bidder may be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to ensure successful administration of the contract.

SPECIFICATION CHANGES. If any provisions of the Specifications preclude bidder from submitting a bid, bidder may request in writing that the specifications be modified. Such request must be received by the Director of Contracts and Purchasing at least five (5) working days before the bid due date. All bidders will be notified by Addendum of any approved changes to the specifications.

CLAUSES/SPECIFICATIONS PARTICULAR TO MATERIAL, EQUIPMENT, SERVICE.

SUPPLIER CONTACT INFORMATION.

Contact Person:	Brian D. Kelley
Title:	CEO
Telephone:	(909) 978-0400
Fax:	(909) 978-0410
Email Address:	bkelley@urenet.com
24-Hour Contact Phone:	(562) 254-7844

AUTHORIZED DISTRIBUTOR/DEALER. Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer(s) being quoted (please check one and initial).

☐ Yes: _____ ☐ No: _____ ☒ N/A (Custom-Manufactured)

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the Department or City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, troubleshooting, and correcting problems that are traceable to the manufacturer.

CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 245451

Class: B C61/D21 A C51 C-8 C36 Expiration Date: 3/31/2024

WARRANTY. Terms of warranty on new materials offered. Free PARTS AND SERVICE (LABOR) for defective materials and workmanship for the following time period after goods and/or work have been accepted:

Materials: 1 Year Labor: 1 Year

Please attach additional warranty terms with bid, if applicable.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

SITE MAINTENANCE AND CLEAN-UP. Vendor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract, and before acceptance of the work by the City, the Vendor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat and clean appearance.

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the Contractor shall remove all of its tools, materials and other articles from the property of the CITY. Should the Contractor fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days' notice, may treat such items as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the contracted work.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the Contractor shall keep the site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

Failure of the Contractor to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to, site conditions and specification requirements.

CARE AND CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his/her possession or the possession of any of his/her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Department equipment in his/her possession or the possession of any of his/her agents.

CHEMICALS. As directed by the Occupational Safety and Health Act of 1970 and the Hazardous Substances Information and Training Act of 1980, vendor must provide a material safety data sheet for all chemicals furnished. The Harbor Department reserves the right to refuse all deliveries not accompanied by a material safety data sheet.

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE

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, Vendor 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 Vendor'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 Purchase Order by Vendor 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 Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at https://kwikcomply.org/ and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES.

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE.

The coverages submitted must be primary with respect to any insurance or self-insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED.

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION.
By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be cancelled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of nonpayment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL.
When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to http://www.portoflosangeles.org/business/risk.asp.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE
FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON-RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars ($1,000,000.00) 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 Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any

deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, 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 ($1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10- days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor 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 Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor 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 Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

_____ (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED.

FINANCIAL CLAUSES

INSURANCE WAIVER OF SUBROGATION FEES.

YES ☐ NO ☒ (Check One) An additional fee will be charged to cover the cost of the required waiver of subrogation. The fee will be assessed as follows:

(If YES, check/complete all that apply)

☐ Flat Fee: $_____

☐ Fee as a percentage of labor costs: _____%

☐ Fee per hour of labor: $_____

☐ Whichever is greater

LABOR. Labor Rates as quoted in Line 2 shall be calculated as follows:

Straight time, per hour:	$ 126.50
Minimum Hours Billed:	4.0
Regular Business Hours:	7:00-3:30
Overtime, per hour (Weekdays):	$ 154.50
Minimum Hours Billed:	4.0
Overtime, per hour (Saturdays):	$ 154.50
Minimum Hours Billed:	4.0
Overtime, per hour (Sundays):	$ 182.00
Minimum Hours Billed:	4.0
Overtime, per hour (Holidays):	$ 182.00
Minimum Hours Billed:	4.00

RE-RIGGING AND SPECIAL ACCESS FEE. Vendor shall provide access to the work areas for inspection by others during Regular Business Hours (as defined below) when work is commencing at the specific area of inspection. Re-rigging or special access to accommodate inspections by others, provided by Vendor, shall be billed at quoted labor rate per hour with materials and/or equipment billed at:

Cost plus _____%. [X] N/A

DELIVERY POINT. Unless quoted in lines 4-5, pricing to include all delivery charges, F.O.B.:
Los Angeles Port Police Headquarters
330 S. Centre Street
San Pedro, CA 90731
Or, as directed by Harbor Department personnel

REGULAR BUSINESS HOURS.

Bidder to indicate regular business hours:

Monday-Friday	8:00	AM	to	5:00	PM
Saturdays		AM	to		PM
Sundays		AM	to		PM

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. **New vendors my provide their BTRC number after award of contract.**

BTRC Number: 0000779169

TIME AND MATERIALS WITH NO FIXED FEE. All invoices with payments for **time and materials** must be supported/backed up by **time sheets**. **Note:** those invoices with fixed fee rates do not require **time sheets**.

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX

WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. Should either of these two situations apply to your company, please attach one of the following forms to your bid in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate,* certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:
https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html

Please Check One:

☒ **Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.**

☐ **Withholding Forms Attached**

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: 203752224.

VENDOR PAYMENT. *Please note. Vendor name and address must be submitted exactly as they will appear on the invoice.* Please provide a copy of your firm's IRS Form W-9 with your bid. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: United Riggers & Erectors, Inc.

REMIT TO: ADDRESS: 4188 Valley Blvd.

Walnut, CA 91789

AR EMAIL: ezubiri@urenet.com

Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the purchase order, or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the Department reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the Department thereby.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES. It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by

taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. Actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

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

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

ETHICS. Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing $100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION. ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit http://www.dir.ca.gov/Public-Works/PublicWorks.html.

a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).

b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.

b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.

c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.

e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers; and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.

f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:

1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.

2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).

3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.

4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.

5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.

6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.

g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can he completed.

h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.

i. Certified payrolls from the Contractor and all subcontractors shall by submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on

OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.

b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:

1000004020

Subcontractor State of California DIR Registration No.:

1000004092

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

DIR REPORTING LABOR CLASSIFICATIONS:

PRIME CONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☒ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZERS	☒ IRON WORKERS
☒ LABORERS	☒ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1158
(SHOW THIS NUMBER ON ENVELOPE)

SUBCONTRACTOR: ☐ **N/A**

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZERS	☐ IRON WORKERS
☒ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS			

(Attach additional sheets if necessary)

Estimated Project Duration: 300 Days

AWARD OF CONTRACT. Bid shall be subject to acceptance by the Department for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The Department may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

BID RECAPS. Bid recaps, with a summary of all bids received, will be posted to the following website within two weeks of the bid closing date: https://www.portoflosangeles.org/business/contracting-opportunities/purchasing-bids

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP). PRIOR TO BEING AWARDED A CONTRACT with the Harbor Department, all vendors must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at http://www.RAMPLA.org.

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City. Vendors who are already registered may look up their RAMP ID at: https://www.rampla.org/s/regional-profiles .

RAMP ID Number: 2540

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1158
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS
READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. **No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated.** Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

    All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract. Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

    Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY **TIME SHEETS. NOTE:** THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS.**
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this con-tract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
19. **CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by

U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Repair materials for damaged galvanizing

1.2 RELATED SECTIONS

A. METAL FABRICATIONS Section 05 50 00

B. DECORATIVE METAL FENCES AND GATES Section 32 31 19

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for work of this Section shall be included in each corresponding bid item of the Bid Proposal Line Items that requires treatment of damaged galvanizing.

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM International):

ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

B. South Coast Air Quality Management District (SCAQMD)

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be zinc-based alloys, zinc-rich paints, or sprayed zinc in conformance with ASTM A780.

B. The following product is acceptable: Carbozinc 859 VOC manufactured by Carboline Company, (314) 644-1000 or (800) 848-4645.

C. Products shall be in compliance with South Coast Air Quality Management District regulations.

D. Materials shall comply with City of Los Angeles Green Building Code requirements.
   1. Enter product data in VOC Content Verification Checklist form located in Appendix "A" of the Specifications and provide product specification sheets. Make checklist and specifications available to City of Los Angeles Department of Building and Safety inspector through the Engineer upon request.

PART 3 - EXECUTION

3.1 REPAIR

A. Repairs shall be in conformance with ASTM A780 and manufacturer's latest material safety data sheet instructions.

B. Coating thickness shall be a minimum of 3.0 mils in dry film thickness.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Shop fabricated miscellaneous metal fabrications, steel and aluminum items

B. Fasteners

C. Loose bearing and leveling plates

D. Miscellaneous framing and supports

E. Metal bar gratings

F. Loose steel lintels

G. Floor plates

H. Metal finishes

1.2 RELATED SECTIONS

A. TREATING DAMAGED GALVANIZING	Section 05 05 14
B. DECORATIVE METAL FENCES AND GATES	Section 32 31 19

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the Lump Sum Construction bid item of Bid Proposal Line Items.

1.4 REFERENCES

A. American Society of Mechanical Engineers (ASME):

ASME B18.6.3	Machine Screws, Tapping Screws, and Metallic Drive Screws (Inch Series)
ASME B18.21.1	Washers: Helical Spring-Lock, Tooth Lock, and Plain Washers (Inch Series)

B. American Society for Testing and Materials (ASTM International):

ASTM A36	Standard Specification for Carbon Structural Steel

ASTM A53	Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized Coatings on Iron and Steel Products
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A193	Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
ASTM A194	Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both
ASTM A269	Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service
ASTM A276	Standard Specification for Stainless Steel Bars and Shapes
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A307	Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
ASTM A435	Standard Specification for Straight-Beam Ultrasonic Examination of Steel Plates
ASTM A500	Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A501	Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing

ASTM A786	Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates
ASTM A1011	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
ASTM B26	Standard Specification for Aluminum-Alloy Sand Castings
ASTM B85	Standard Specification for Aluminum-Alloy Die Castings
ASTM B209	Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
ASTM B210	Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes
ASTM B211	Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire
ASTM B221	Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM D962	Standard Specification for Aluminum Powder and Paste Pigments for Paints
ASTM F593	Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F1554	Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength
ASTM F3125	Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions

C. American Welding Society (AWS):

AWS A2.4	Standard Symbols for Welding, Brazing, and Nondestructive Examination

AWS D1.1	Structural Welding Code - Steel
AWS D1.2	Structural Welding Code - Aluminum

D. City of Los Angeles Department of Building and Safety (LADBS)

E. Code of Federal Regulations (CFR):

29 CFR 1910.27	Fixed Ladders

F. Federal Specification (FS):

FS TT-V 81G	Varnish: Mixing, for Aluminum Paint

G. International Accreditation Service, Inc. (IAS):

IAS AC172	Accreditation Criteria for Fabricator Inspection Programs for Structural Steel

H. National Association of Architectural Metal Manufacturers (NAAMM)

NAAMM MBG 531	Metal Bar Grating Manual

I. Society for Protective Coatings (SSPC):

SSPC PA 1	Shop, Field, and Maintenance Coating of Metals
SSPC SP 1	Solvent Cleaning
SSPC SP 1	Hand Tool Cleaning
SSPC SP 3	Power Tool Cleaning
SSPC SP 7	Brush-off Blast Cleaning

J. South Coast Air Quality Management District (SCAQMD)

1.5 SUBMITTALS

A. Submit mill test reports certifying that materials meet requirements of standards listed in References Article of this Section.

1. Heat and melt numbers and mill test report numbers.

2. Size

3. Type and grade of material, identified by ASTM Standard Specification number

4. Color coding for shop drawing requirements.

B. Submit the following to the Engineer for review and approval:

1. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

a. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

b. Design fabrications to meet actual installation conditions verified at the site.

c. Detail minor connections and fastenings not shown or specified to meet required conditions. Include detailed sequence plan for shop and field welding that minimizes locked-in stresses and distortions.

d. No change shall be made on shop drawings after shop drawings have been approved, except by written consent or direction of the Engineer.

e. Detail drawings shall show grade of steel, identification marks on members, dimensions, size, weight, orientation, and location of each member and setting elevation of base plates and bearing plates. Identify connections and welds, including welding sequences and types, sizes, and extent of weld.

f. The shop drawings shall show details of permitted options proposed, details of connections, direction of rolling plates, sequence of field and shop assembly, welding sequence and procedures, location and details of welds, and the location of temporary support used for assembly.

2. Welders' Certificates: Submit certification for welders employed on the Project, verifying AWS qualification within the previous 12 months.

3. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

C. Submit manufacturer's literature and certification that paints and coatings meet South Coast Air Quality Management District Volatile Organic Compounds (VOC) requirements.

1. Paint is not in scope. Only requires hot-dip galvanized finish.

D. Submit name of independent test laboratory to perform inspection and testing.

E. Submit results of independent test laboratory's inspections and tests.

F. Submit fabricator's test results of materials prior to using materials for fabrication.

1.6 QUALITY ASSURANCE

A. Inspection: The Engineer reserves the right to inspect the manufacture or fabrication. The Engineer's inspection of the work does not relieve the Contractor of the responsibility for the work. Errors or faults that are discovered during fabrication shall be corrected by the Contractor prior to installation.

B. Welders: Welders shall be qualified in conformance with AWS D1.1 and AWS D1.3 shall be City of Los Angeles Department of Building and Safety certified.

C. Mill Tests: Prepare mill tests for specified material.

D. Field welding shall be performed in presence of a City of Los Angeles Registered Deputy Inspector.

E. Design _____ under direct supervision of a professional structural engineer experienced in design of this work and licensed in the State of California.

F. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172 and shall be City of Los Angeles approved fabricator.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect materials from damage during shipping, handling and storage on the site. Steel showing dents, creases, deformations, weathering, or other defects is not acceptable.

B. Store metals above ground on platforms, skids, or other supports, and keep free from dirt, grease, and other foreign material. Protect metals from corrosion while stored.

1. Store materials in a location and in a manner to avoid damage. Stacking shall be done in a way which will prevent bending. Store metal components and materials in a clean, dry location. Cover with waterproof paper, tarpaulin or polyethylene sheeting in a manner that will permit circulation of air inside the cover.

C. Deliver bolts, nuts, washers, and studs not part of an approved fabrication, to the site in the original labeled containers and do not transfer into unlabeled containers.

D. Units weighing more than 5,000 pounds shall have the mass marked on the steel unit.

PART 2 - PRODUCTS

2.1 MATERIALS - STEEL

A. Steel Plates, Shapes, and Bars: ASTM A36, unless shown otherwise on approved shop drawings or this Section. Plates shall be furnished to qualify for ultrasonic examination in conformance with ASTM A435.

B. Steel Tubing: ASTM A500, cold-formed, Grade B, Fy = 46 ksi or ASTM A501, hot formed structural tubing. For exterior installations, provide tubing with hot-dip galvanized coating in conformance with ASTM A153.

C. Low to intermediate grade steel plates shall conform to ASTM A283.

D. Fasteners:

1. Bolts and nuts:

a. Bolts and nuts shall be the American National coarse-thread series.

b. Unfinished bolts shall conform to ASTM A307.

2. Washers and Load Indicator Devices:

a. Plain washers shall conform to ASME B18.21.1.

b. Beveled washers shall be square, smooth, and sloped so that contact surfaces of bolt head and nut are parallel.

c. The diameter of hole of square-beveled washer shall be 1/16 inch greater than the bolt size for bolts larger than 1 inch.

d. Install washers on nut side of bolt for torquing as required.

3. Anchor Bolts: ASTM F1554, Grade 36.

4. Machine Screws: ASME B18.6.3.

5. High Strength Bolts: ASTM F3125.

2.2 MATERIALS - ALUMINUM

A. Extruded Aluminum: ASTM B221, 6063 alloy, T6 temper.

B. Sheet Aluminum: ASTM B209, 5052 alloy, H32 or H22 temper.

C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210, 6063 alloy, T6 temper.

D. Aluminum-Alloy Bars: ASTM B211, 6061 alloy, T6 temper.

E. Aluminum-Alloy Sand Castings: ASTM B26.

F. Aluminum-Alloy Die Castings: ASTM B85.

G. Bolts, Nuts, and Washers: Stainless steel, Type 304 or 316 in conformance with ASTM F593.

H. Welding Materials: AWS D1.2; type required for materials being welded.

2.3 MATERIALS - STAINLESS STEEL

A. Stainless Steel Plates: ASTM A276, Type 316 (for exterior and highly corrosive environment).

B. Anchor Bolts and Nuts: ASTM A193 and ASTM A194

C. Pipe: ASTM A269

D. Finish: As noted on Drawings.

2.4 FABRICATION

A. General:

1. Metal items shall be fabricated and finished in accordance with the Drawings and approved shop drawings. Verify measurements before fabrication.

2. Welding procedures and inspection shall be in conformance with AWS D1.1. Welding shall be continuous along the area of contact expect where tack welding is called for on Drawings. Welds shall be ground smooth.

3. Galvanize fabricated ferrous items after fabrication.

4. Metal fabrications showing injurious defects, weak spots, imperfections in work, or otherwise not conforming to the Specifications or Drawings will be rejected.

B. Fit and shop assemble items in largest practical sections, for delivery to site.

C. Fabricate items with joints tightly fitted and secured.

D. Wire brush material, clean off loose mill scale and rust, and straighten by methods that will not injure the steel prior to fabrication. Remove twists or bends after punching or working component parts of a member before the parts are assembled. Produce finished members free from twists, bends, or open joints when installed.

E. Shearing, flame cutting, and chipping shall be done accurately.

F. Assembled pieces shall be taken apart, if necessary, for the removal of burrs and shavings produced by the reaming operation.

G. Parts not completely bolted in the shop shall be secured by temporary bolts, insofar as practicable, to prevent damage in shipment and handling.

H. Use of gas or plasma cutting torch is allowed where the metal being cut is not stressed during the operation, and provided stresses are not transmitted through a flame-cut surface. Make cuts with smooth regular contour. Deduct 1/8 inch from width of cut edges to determine effective width of members that are cut. Make radius of reentrant cuts as large as possible, but 1 inch minimum.

I. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

J. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.5 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area. Drill plates to receive anchor bolts and for grouting as required.

2.6 MISCELLANEOUS METAL ITEMS

A. Miscellaneous Framing and Supports: Provide steel framing and supports for applications indicated which are not a part of structural steel framework, as required to complete work.

1. Fabricate units to sizes, shapes, and profiles indicated and required to receive adjacent other construction retained by framing and supports. Fabricate from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.

2. Equip units with integrally welded anchors for casting into concrete or building into masonry. If units are installed after concrete is placed, furnish inserts. Unless otherwise indicated on Drawings, space anchors 24 inches on center and provide minimum anchor units in the form of steel straps 1-1/4 inches wide by 1/4 inch by 8 inches long.

B. Miscellaneous Steel Trim: Provide shapes and sizes indicated for profiles shown on Drawings. Unless otherwise indicated on Drawings, fabricate units from structural steel shapes, plates, and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings, and anchorages as required for coordination for assembly and installation with other work.

2.7 STEEL AND IRON FINISHES

A. General:

1. Steel, painted, and unpainted iron materials furnished shall be cleaned of rust, scale, and grease.

2. Remove oil, grease, and similar contaminants in conformance with SSPC SP 1.

3. Remove loose rust, scale, spatter, slag, and other deleterious materials in conformance with SSPC SP 2, SSPC SP 3, or SSPC SP 7.

4. Apply primer to give a dry film thickness of 2.5 mils, except as specified for zinc-rich coating option.

5. Paint after shop work has been completed. Paint with brushes, entire surface to be covered smoothly, with paint worked into joints.

6. No material shall be loaded for shipment until primer is fully dry.

7. Materials arriving at site with damaged primer or paint shall be cleaned and given an additional coat of paint before being assembled, except finish work which will be exposed to view shall be returned to shop for recleaning and repainting.

B. Painting: Not in scope. Material to be galvanized as final step.

C. Steel surfaces in contact with aluminum shall receive an additional coat of paint consisting of 2 pounds of aluminum paste pigment (ASTM D962 Type II, Class B) per gallon of varnish meeting FS TT-V 81G, Type II.

D. Galvanizing: For those items indicated for galvanizing, apply zinc-coating in compliance with the following requirements:

1. Ferrous metal work, both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forced shapes, plates, bars, and strip 0.0299 inch thick and heavier shall be galvanized by hot-dip process, with larger items galvanized in conformance with ASTM A123 and smaller hardware (that can be centrifuged) galvanized in conformance with ASTM A153. Required hot-dip galvanizing shall be done after fabrication, in largest sections possible.

2. Items too large for available dip tanks shall be sprayed by approved methods, with molten zinc to coating thickness of 0.003 inch to 0.004 inch. Weight of the zinc coating per square foot of actual surface shall average not less than 2 ounces; no individual specimen shall show less than 1.8 ounces.

3. Bolts and screws for attachment of galvanized items shall be galvanized, or of non-corrodible material.

2.8 ALUMINUM FINISH

A. Mill finish (as fabricated), unless otherwise indicated on Drawings.

2.9 SOURCE QUALITY CONTROL

A. Tests are waived for steel identified by heat number, accompanied by mill analyses and mill test reports, and properly tagged with an Identification certificate so as to be readily identified for conformance with applicable ASTM Standards.

1. Unidentified materials to be tested by independent test laboratory:

a. Yield strength less than or equal to 36,000 psi: 1 set of tension tests and 1 set of bend tests for each 20 tons or part thereof of each heat.

b. Yield strength greater than 36,000 psi: 1 set of tension tests and 1 set of bend tests for each piece.

c. Additional tests may be required by the Engineer or City of Los Angeles Department of Building and Safety.

B. Shop inspections may be waived for manufacturer fabricated assemblies delivered to the Contractor for installation as preassembled units.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

B. Correct detrimental conditions before proceeding with installation.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.3 INSTALLATION

A. Install metal fabrication items in accordance with Drawings and approved shop drawings.

B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installing anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

C. Install items plumb and level, accurately fitted, free from distortion or defects.

D. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

E. Field weld components as indicated on Drawings.

F. Perform field welding in conformance with AWS D1.1 or appropriate AWS standard for procedures of manual shielded metal-arc welding, appearance and quality of welds made, methods used in correcting welding work, and the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surfaces matches those adjacent.

G. Obtain approval from the Engineer prior to site cutting or making adjustments not scheduled.

3.4 SETTING LOOSE PLATES

A. Clean concrete and masonry bearing surfaces of any bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of bearing plates.

B. Set loose leveling and bearing plates on wedges, or other adjustable devices. After the bearing members have been positioned and plumbed, tighten the anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with the edge of the bearing plate before packing with grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.5 HOLES

A. Prepare required holes in steel members for attachment or passage of work of other trades.

B. Hole burning to make or enlarge holes is allowed only with prior approval of the Engineer. Enlarge holes only by reaming.

C. Cut, drill, or punch holes at right angles to the surface of the metal.

D. Holes shall be clean-cut without torn or ragged edges.

E. Remove outside burrs resulting from drilling or reaming operations with a tool making a 1/16 inch bevel.

F. Punch, drill, or ream holes for anchor bolts in base and bearing plates. Do not make or enlarge the holes by burning except for grouting holes in column bases.

G. Where the steel thickness is equal to or less than diameter of the bolt plus 1/8 inch, holes may be punched 1/16 inch larger than the nominal diameter of the bolt.

H. Where the steel is thicker than the diameter of the bolt plus 1/8 inch, the holes shall be drilled or sub-punched and reamed. Diameter of sub-punched holes, and the drill for sub-punched holes, shall be 1/16 inch smaller than the nominal diameter of bolt to be installed.

I. Precisely locate finished holes to ensure passage of bolts through steel assemblies without drifting. Poor matching of holes is cause for rejection.

3.6 BOLTING

A. General (Not Including High-Strength):

1. Drive bolts into the holes without damaging the thread. Protect bolt heads from damage during driving.

2. Bolt heads and nuts shall rest squarely against the metal.

3. Where bolts are to be used on beveled surface having slopes greater than 1 to 20 with a plane normal to the bolt axis, beveled washers shall be provided to give full bearing to the head or nut.

4. Upset bolt threads to prevent the nuts from backing off.

B. Unfinished Bolts:

1. Unfinished bolts shall be of the length that will extend through but no more than 1/4 inch beyond the nuts.

2. Bolt heads and nuts shall be drawn tight against the work.

3. Bolt heads shall be tapped with a hammer while the nut is being tightened. After having been finally tightened, bolt threads shall be upset to prevent the nuts from backing off.

C. Bolted Field Connections at Supports:

1. Standard bolts shall be of a length that will extend not less than 1/4 inch beyond the nuts. Enter bolts into holes without damaging the threads and bolt heads

2. Bolt heads and nuts shall rest squarely against the metal.

3. Where bolts are to be used on beveled surface having slopes greater than 1 to 20 with a plane normal to the bolt axis, beveled washers shall be provided to give full bearing to the head or nut.

4. Upset bolt threads to prevent the nuts from backing off.

5. Correct poor matching of holes by drilling to next larger size and use of larger size bolt. Obtain written approval from the Engineer before proceeding with corrective work.

3.7 WELDED CONNECTIONS

A. Do not begin welding until joint elements are bolted or tacked in intimate contact and adjusted to dimensions shown on Drawings, with allowance for weld shrinkage that is expected. Weld heavy sections and those having a high degree of restraint with low hydrogen type electrodes. No members shall be spliced without prior approval by the Engineer.

B. Weld in conformance with AWS D1.1.

1. Welds exposed to view shall have as-welded surfaces that are continuous, smooth, and uniform. Radii shall be true and consistent from weld to weld. Finishing or grinding may be required where clearances or fit of other items may require.

C. Perform intermittent welding, continuous welding, and straightening of built-up sections to minimize internal stresses. Built-up sections assembled by welding shall be free of warpage. Each axis shall have true alignment.

D. Welds not specified shall be continuous fillet welds. Use minimum fillet in conformance with AWS requirements.

E. Clean surfaces to be welded of paint, grease, loose scale, and foreign matter. Clean welds each time electrode is changed or a new pass started. Chip clean burned or flame cut edges before depositing welds.

F. Same electrode may be used with various thicknesses of plates, but change current used and number of passes made proportionately.

G. After being deposited, brush welds with wire brushes. Welds shall exhibit uniform section, smoothness of welded metal, feather edges without undercuts or overlays, and freedom from porosity and clinkers. Visual inspection at edges and ends of fillets and butt joint welds shall indicate good fusion with penetration into base metal.

H. During assembling and welding keep parts straight and in close contact. Take precautions to minimize "lock-up" stress and distortion due to heat. Do not weld during windy conditions unless wind protection is provided. Cut-out and replace welds found to be defective.

I. The maximum space between pieces or members to be butt welded shall not exceed 1/4 inch. Bevel pieces or members up to 3/8 inch thickness to form single or double "Vee" before being welded. Bevel pieces over 3/8 inch thickness to form a double "Vee" whenever possible. Lay and size fillet welds as shown on Drawings. Measure only effective portion of fillet welds. Maximum space between pieces or members to be fillet welded shall not exceed 1/16 inch.

3.8 CORRECTIVE WORK

A. Members or assemblages of work having fabrication errors, or which exceed permissible tolerances, or which have errors or deformations preventing assembly and fitting of parts, shall be reported immediately to the Engineer before incorporation in the finished work.

B. Such members or assemblages shall be corrected if permitted by the Engineer, otherwise, they shall be replaced at Contractor's expense.

C. Submit drawings showing the corrections and obtain acceptance prior to performing any corrective work.

3.9 REPAIR OF DAMAGED GALVANIZING

A. Repair damaged galvanizing in conformance with TREATING DAMAGED GALVANIZING Section.

3.10 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Tests and inspections by independent test laboratory shall include, but is not limited to, the following:

a. Shop and field welded connections shall be continuously visually inspected except for welding done in a City of Los Angeles Department of Building and Safety licensed shop.

b. Defects shall be corrected and a statement of final approval shall be received from the Engineer before fabrications are installed.

3.11 CLEANING AND TOUCH-UP PAINTING

A. No painting required, only galvanized.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Decorative fences, gates, and accessories

1.2 RELATED SECTIONS

A. Section 05 05 14 - TREATING DAMAGED GALVANIZING

B. Section 05 50 00 - METAL FABRICATIONS

1.3 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:

1. Payment for Work of this Section shall be paid under the Lump Sum Construction bid item of Bid Proposal Line Items.

1.4 SUBMITTALS

A. Submit manufacturer's literature and samples prior to fabrication.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Upon receipt at Project Site, materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Steel Fencing, Gate, Hinges and Hardwares for swing

2.2 FENCE MATERIALS

A. The material for fence framework shall be high-tensile steel, double drawn wire, and rod.

B. Mesh: Match Existing Corrugated Wiring to be 0.25 inches diameter thickness, welded. Mesh openings shall be 1 inch by 1 inch. Mesh shall fill in each typical panel section.

C. Posts: Consists of rectangular tube 3 inches by 3 inches with welded anchor plate 9 inches by 9 inches. Infilled with mesh, size typical for panel. Overall post length shall be 6 feet 10 1/2 inches.

D. Bolts: Consists of stainless steel one-way vandal resistant Type V2A stainless steel bolts, refer to structural drawing for sizes.

E. Fabric and Post Assembly: Posts shall be spaced per drawing dimension. Mesh to end in slotted channel on the surface of post. Bolts to be passed through backing plate.

F. Corrosion Protection: Material, unless otherwise indicated on Drawings, shall be hot-dip galvanized after fabrication with minimum zinc layer of 1.8 ounces per square foot (oz./sq. ft.), stainless steel sandblasted for optimum coating adhesion, and polyester powdercoated in non-lead, UV stable, thermally set RAL Tiger Drylac powder paints, or equivalent.

G. Color: Finish paint is not in scope. Only requires hot-dip galvanized finish.

2.3 SWING GATE MATERIAL

A. Steel Gate Post: Consists of rectangular tube 6 inches by 6 inches by 0.25 inches thickness. Where gate post abuts fence, gate post shall receive welded mesh wire at 1 inch by 1 inch opening by 0.25 inch diameter thickness, mesh sizes per drawing dimension, clamping strips to accept and hold mesh, welded to post.

B. Gate Wings: Frames shall be welded rectangular steel tube 3 inches by 3 inches by 0.25 inches thickness or larger to be infilled with mesh to match fence, clamping strips to accept and hold mesh, welded to post.

C. Mesh: Consists of corrugated steel wire. Refer to architectural drawing for panel size. Mesh openings shall be 1 inch by 1 inch, 0.25 inches diameter thickness.

D. Corrosion Protection: Material, unless otherwise indicated on Drawings, shall be hot-dip galvanized after fabrication with minimum zinc layer of 1.8 oz./sq. ft., stainless steel sandblasted for optimum coating adhesion, polyester powdercoated in non-lead, UV stable, thermally set RAL Tiger powder paints, or equivalent.

E. Color: Finish paint is not in scope. Only requires hot-dip galvanized finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fence in accordance with Drawings and manufacturer's written instructions.

END OF SECTION

Appendix "A"

VOC CONTENT VERIFICATION CHECKLIST

(2017 Los Angeles Green Building Code)

FORM GRN 2

VOC content verification of paints, coatings, carpets, cushions, resilient flooring, adhesives, sealants, and caulks.

This form is required at final inspection. Attach product specification sheets and other supporting documents.
(Use additional sheets if necessary.)

Address: _____ **Permit #** _____ - _____ - _____

Item #	Product Category (e.g. paint, carpet, adhesive)	Product Manufacturer	Product Specification (e.g. model)	VOC Content (in grams / liters) or Test Certification (See product label or MSDS)	Allowable VOC Limits * (in grams / liters)

Allowable limits can be found in LAGBC Tables 4.504.1, 4.504.2, 4.504.3, 5.504.4.1, 5.504.4.2, and 5.504.4.3 (also provided on form GRN 11)

Transmittal No. 1

226/604

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

ATTACHMENT A

PROJECT INFORMATION:

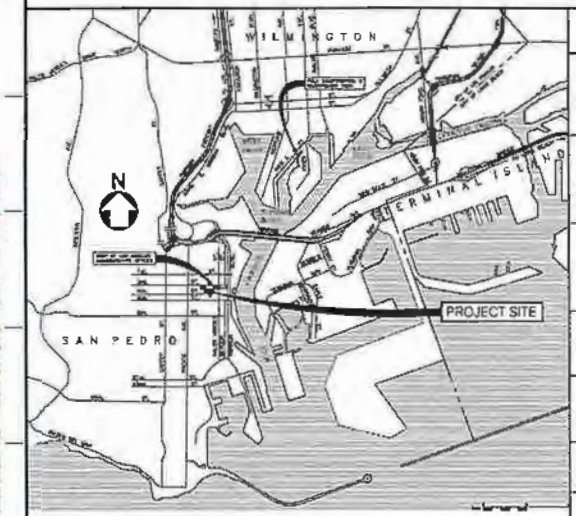
PORT OF LOS ANGELES POLICE HEADQUARTERS (LAPPHQ)

BUILDING ADDRESS:	330 S CENTRE ST SAN PEDRO, CA 90731
PIN:	016B 201 82\
LOT/PARCEL AREA:	71,193.5 SF
APN:	7455018922
MAP REFERENCE:	BK 152-28/29
ZONING:	C2-2D-CPIO
SCOPE OF WORK:	9 WHITE SPHERE PLANTER POTS
OCCUPANCY TYPE:	B - OFFICE, S3 - PARKING STRUCTURE
BUILDING TYPE OF CONSTRUCTION:	HEADQUARTERS BUILDING - TYPE II-1 HR W/ FIRE RESISTIVE SUBSTITUTION (L.A.B.C 503 - FIRE SPRINKLERS SUBSTITUTED FOR 1 HOUR CONSTRUCTION) PARKING STRUCTURE - TYPE I F.R.

SCOPE OF WORK

LA PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

1. SOUTH VEHICLE GATE ENTRANCE
2. ADDITIONAL FENCING TO PROTECT BUILDING UTILITY LINES
3. IMPROVEMENTS TO NORTHWEST VEHICULAR SWING GATE



VICINITY MAP

REFERENCING SYSTEM

MAIN PLAN & ELEVATIONS
DETAIL NUMBER OF PLAN OR ELEVATION NUMBERED CONSECUTIVELY ON EACH SHEET.
SHEET NUMBER WHERE PLAN OR ELEVATION IS DRAWN.

MAIN DETAIL, FLAG-SECTIONS & DETAILS
DETAIL NUMBER OF SECTION OR ELEVATION NUMBERED CONSECUTIVELY ON EACH SHEET.
SHEET NUMBER WHERE SECTION OR ELEVATION IS DRAWN.
DETAIL & SHEET NUMBER WHERE SECTION OR DETAIL REFERENCE ORIGINATED.

SUB-DETAIL, FLAG-INTERIOR, ELEVATIONS & DETAILS
SUB-DETAIL NUMBER OF INTERIOR ELEVATION OR DETAIL CONSECUTIVELY LISTED ALPHABETICALLY.
DETAIL & SHEET NUMBER WHERE SUB-DETAIL REFERENCE ORIGINATED.

REFERENCE FLAG
DETAIL & SHEET NUMBER WHERE DETAIL, SECTION DETAIL OR ELEVATION IS DRAWN.

SECTION FLAG
ARROW INDICATES DIRECTION OF CUT-VIEW.
DETAIL & SHEET NUMBER WHERE SECTION OR DETAIL IS DRAWN.

INTERIOR ELEVATION CALLOUT.
DRAWN ELEVATION CALLOUT WHERE MULTI ELEVATION OCCURS.

REVISION SYMBOL
REVISION NUMBER
(ALPHABETIC DESIGNATION PRIOR TO BID OPENING, NUMERIC DESIGNATION APPROVED DURING CONSTRUCTION).
CLOUDED AREA DESIGNATES REVISED AREA.

INDEX TO DRAWINGS

DRAWING NUMBER	GENERAL NOTE TITLE	DRAWING NUMBER	TITLE
	TITLE SHEETS		
1-3458 T-1.0	COVER SHEET		
1-3458 T-2.0	VICINITY MAP AND INDEX TO DRAWINGS		
	GENERAL		
1-3458 G-1.0	ABBREVIATIONS		
1-3458 G-2.0	ACCESSIBILITY REQUIREMENT		
1-3458 G-3.0	ACCESSIBILITY REQUIREMENT		
	ARCHITECTURE		
1-3458 A-1.0	SITE PLAN		
1-3458 A-2.0	ENLARGED PLAN A		
1-3458 A-3.0	ELEVATION A		
1-3458 A-4.0	ENLARGED PLAN B		
1-3458 A-5.0	ELEVATION B		
1-3458 A-6.0	ENLARGED PLAN C		
1-3458 A-7.0	ELEVATION C		
1-3458 A-8.0	DETAILS		
1-3458 A-9.0	DETAILS		
	STRUCTURAL		
1-3458 S-01	STRUCTURAL SITE PLAN		
1-3458 S-02	GENERAL NOTES		
1-3458 S-03	SPECIAL INSPECTIONS		
1-3458 S-04	NOTE AND ABBREVIATIONS		
1-3458 S-05	ELEVATION A		
1-3458 S-06	SOUTH FENCE STRUCTURAL DETAILS		
1-3458 S-07	NORTH WEST GATE STRUCTURAL DETAILS		
			*REFERENCE DRAWINGS
		1-2885	PORT POLICE HEADQUARTERS
		1-3463	PPHQ EXTERIOR LIGHTING ENHANCEMENTS

NO	DATE	DRAWN	REVISIONS	CHKD	APVD

NO	DATE	DRAWN	REVISIONS	CHKD	APVD

SCALE: AS SHOWN
DRAWN: K YOON
DESIGNED: K YOON
ENGINEER IN CHARGE:

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

VICINITY MAP AND INDEX TO DRAWINGS

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

TRANSMITTAL NO. 1-3458 | SHEET NO. T-2.0

227/604
Transmittal No. 1

@	AT
A	AMPERE
AB	ANCHOR BOLT
ABAND	ABANDONED
ABV	ABOVE
AC	ASPHALT CONCRETE, ALTERNATING CURRENT
AF	AMPERE FRAME
AFF	ABOVE FINISHED FLOOR
AIC	AMPS INTERRUPTING CAPACITY
AL/ALUM	ALUMINUM
ALIGN	ALIGNMENT
ALT	ALTERNATE
ANCH	ANCHOR
APPD	APPROVED
APPROX	APPROXIMATE/APPROXIMATELY
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ARCH	ARCHITECTURAL
AS	ADDRESSABLE SIGNS
ASSOC	ASSOCIATION
ASPH	ASPHALT
ASSY	ASSEMBLY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AUX	AUXILIARY
AVE	AVENUE
AVG	AVERAGE
AWG	AMERICAN WIRE GAUGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B	BERTH
B/BOT	BOTTOM
BAL	BALANCE
BD	BOARD
BDRY	BOUNDARY
BEG	BEGINNING
BEL	BELOW
BET	BETWEEN
BIL	BASIC INSULATION LEVEL
BF	BRACE FRAME, BACKFLOW
BKHD	BULKHEAD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BLVD	BOULEVARD
BM	BEAM
BOT	BOTTOM
BRG	BEARING
BS	BOTTOM STEP
BTWN	BETWEEN
BU	BUILT-UP
BUB	BACK-UP BAR
C	CONDUIT
CB	CIRCUIT BREAKER
C/CL/℄	CENTERLINE
C-C	CENTER TO CENTER
CAB	CRUSHED AGGREGATE BASE
CAL	CALIFORNIA
CAM(G)	CAMBER(ED)
CANT	CANTILEVER
CB	CATCH BASIN
CG	CENTER OF GRAVITY
C/CIP	CAST IRON PIPE
CIP	CAST IN PLACE
CJ	CONSTRUCTION JOINT, CONTROL JOINT
CJP	COMPLETE JOINT PENETRATION
CKT	CIRCUIT
CL	CONTINUOUS LOAD, CEMENT LINED
CLG	CEILING
CLR	CLEAR
CMB	CRUSHED MISCELLANEOUS BASE
CMC	CEMENT MORTAR COATING
CML	CEMENT MORTAR LINING
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT, CONDUIT ONLY W NYLON PULL CORD
COL	COLUMN
COMM	COMMUNICATIONS
CONC	CONCRETE
COND	CONDUIT
CONN	CONNECTION
CONST	CONSTRUCT
CONT	CONTINUE, CONTINUOUS
CORR	CORRUGATED
COTG	CLEANOUT TO GRADE
CP	CONTROL POWER
CRC	COLD ROLLED CHANNEL
CS	COLUMN STRIP
CT	CONTAINER TERMINAL
CTR	CENTER
CTRSK	COUNTERSINK
CU	COPPER
℄	CENTERLINE
DBL	DOUBLE
DC	DIRECT CURRENT
DEG	DEGREE
DEPT	DEPARTMENT
DEMO	DEMOLISH
DET	DETAIL
DIA	DIAMETER, DIAGONAL
DI, DIP	DUCTILE IRON PIPE
DIM	DIMENSION
DIMJ	DUCTILE IRON MECHANICAL JOINT
DF	DRINKING FOUNTAIN
DG	DECOMPOSED GRANITE
DN	DOWN
DO	DITTO (REPEAT)
DP	DEEP, DEPTH
DWG	DRAWING
DWL	DOWELS
DWP	DEPARTMENT OF WATER AND POWER
DWPWS	DEPARTMENT OF WATER AND POWER WATER SERVICE
E/ELEC(E)	EAST, ELECTRICAL
E/T	ELECTRICAL AND TELEPHONE
EA	EACH
EBF	ECCENTRIC BRACE FRAME
EC	END CURVE
EF	EACH FACE
EG	EXISTING GRADE
EJ	EXPANSION JOINT
EL/ELEV	ELEVATION
ELT	EVER LOW TIDE
EM/EMBED	EMBEDMENT
EMH	ELECTRICAL MANHOLE
ENCSD	ENCASED
ENGR	ENGINEER
EP, EOP	EDGE OF PAVEMENT
EQ	EQUAL
EQUIP	EQUIPMENT
ERJ	EARTHQUAKE RESISTANT EXPANSION JOINT
ES	EACH SIDE
EST	ESTIMATE
EV	ELECTRIC VEHICLE
EW	EACH WAY
EX/EXIST/(E)	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FA	FIRE ALARM
FDC	FIRE DEPARTMENT CONNECTION
FDR	FEEDER
FDN	FOUNDATION
FIG	FIGURE
FIP OR IP	FIBER OPTIC
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIN	FINISH(ED)
FIXT	FIXTURE
FL	FLOW LINE, FIRE LANE, FLOOR
FLEX	FLEXIBLE
FLG	FLANGE
FLL	FLOW LINE
FM/FW	FORCE MAIN
FMG	FRAMING
FOB	FACE OF BLOCK OR BRICK
FOC	FACE OF CONCRETE
FOS	FACE OF STUDS
FP	FULL PENETRATION GROOVE WELD
FS	FINISHED SURFACE, FAR SIDE, FIRE SERVICE
FT	FEET, FOOT
FTG	FOOTING
FW	FIRE WATER
G	GAS
GA	GAGE
GAL	GALLON
GALV	GALVANIZED
GB	GRADE BEAM, GRADE BREAK
GD	GUARD
GL	GRID LINE, GROUND LINE
GND	GROUND, GROUNDING
GPM	GALLONS PER MINUTE
GR	GROUND, GRADE
GV	GATE VALVE
GVL	GRAVEL
HCA	HEADED CONCRETE ANCHOR
HD	HOLD DOWN
HDPE	HIGH DENSITY POLYETHYLENE
HDR	HEADER
HGR	HANGER
HORIZ	HORIZONTAL
HP	HIGH POINT
HS	HIGH STRENGTH
HSB	HIGH STRENGTH BOLT
HT	HEIGHT
HV	HIGH VOLTAGE
ICV	IRRIGATION CONTROL VALVE
ID	INSIDE DIAMETER
IF	INSIDE FACE
IMF	INTERMEDIATE MOMENT FRAME
IN	INCH
INFO	INFORVATION
INT	INTERRUPTER, INTERIOR
INV	INVERT
IP	INDICATOR PILE
IRRIG	IRRIGATION
IZ	IMPEDANCE
JB	JUNCTION BOX
JS	JUNCTION STRUCTURE
JST	JOIST
JT	JOINT
KSI	KIPS PER SQUARE INCH
KO	KNOCKOUT
KV	KILOVOLTS
KV-A	KILOVOLT-AMPERE
L	LENGTH, LEG
LA	LOS ANGELES
LADWP	LOS ANGELES DEPARTMENT OF WATER AND POWER
LABOE	LOS ANGELES BUREAU OF ENGINEERING
LAHD	LOS ANGELES HARBOR DEPARTMENT
LB/FT	POUNDS PER FOOT
LBS	POUNDS
LCL	LONG CONTINUOUS LOAD
LF	LINEAR FOOT
LG	LONG
LLBB	LONG LEG BACK-BACK
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LP	LOW POINT, LIGHT POLE
LR	LONG RADIUS
LS	LAND SIDE
LST	IVORY LEFT STRIP
LT	LEFT
LT WT	LIGHT WEIGHT
LV	LOW VOLTAGE
MAINT	MAINTENANCE
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MF	MOMENT FRAME
MFG	MANUFACTURER OF FEATURE (WATER DIST. SYSTEM)
MFR	MANUFACTURER
MH	MAINTENANCE HOLE
MHHW	MEAN HIGHER HIGH WATER
MHW	MEAN HIGH WATER
MID	MIDDLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
ML	MUD LINE
MLLW	MEAN LOWER LOW WATER
MLW	MEAN LOW WATER
MMF	MULTI-MODE FIBER
MPOE	MINIMUM POINT OF ENTRY
MS	MAIN SUBSTATION, MIDDLE STRIP, MEAN SEA LEVEL
MTL	METAL, MATERIAL
MVA	MEGA VOLT AMPERE
N(N)	NEW
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NO	NUMBER
NORM WT	NORMAL WEIGHT
NS	NEAR SIDE
NTP	NOTICE TO PROCEED
NTS	NOT TO SCALE
OC	ON CENTER
OCT	OCTAGONAL
OD	OUTSIDE DIAMETER
O FLOW	OVERFLOW
OF	OUTSIDE FACE
OG	ORIGINAL GRADE
OH	OPPOSITE HAND
OMF	ORDINARY MOMENT FRAME
O-O	OUT TO OUT
OPNG	OPENING
OPP	OPPOSITE
ORIG	ORIGINAL
OSP	OUTSIDE PLANT
OVK	OVERLOOK
Ø	PHASE, POLE
PARA	PARALLEL
PB	PULL BOX
PC	PRECAST
PC	POINT OF CURVE
PDA	PILE DRIVING ANALYZER
PE	PLAIN END
PERF	PERFORATED
PERP	PERPENDICULAR
PF	PLANT FACTOR
PHL	PIER HEAD LINE
(PIP)	PROTECT IN PLACE
PJP	PARTIAL JOINT PENTRATION
PL	PROJECT LIMIT, POWERLOGIC, PROPERTY LINE, PLATE
PLC	POWERLOGIC CONTROLLER
PLK	POWERLINK
PLR	PIPE LOCATION REPORT
PLS	PLACES
PNL	PANEL
POC	POINT OF CONNECTION
POLA	PORT OF LOS ANGELES
PP	POWER POLE
PR	PIER
PRI	PRIMARY
PROP	PROPOSED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
P/T	POST TENSIONED (PRESTRESSED)
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PW	POTABLE WATER/DOMESTIC WATER, POLYETHYLENE WRAPPED
PWR	POWER
R/RAD	RADIUS
RBS	REDUCED BEAM SECTION
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWY	ROADWAY
RED	REDUCING
REF	REFERENCE
REG	REGULAR
REINF	REINFORCE, REINFORCEMENT
REQD/REQ'D	REQUIRED
RG	RUBBER GASKET
RGS	RIGID GALVANIZED STEEL
RMB	REAR MARGINAL BEAD
RMP	RAMP
RMS	ROOT MEAN SQUARE
RPBP	REDUCED PRESSURE BACKFLOW PREVENTER
RS	REFERENCE STANDARD
RST	COPPER RIGHT STRIP
R/W	RIGHT OF WAY
RW	REWRAP
S	SLOPE, SOUTH
SC	SLIP CRITICAL
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SCG	SOUTHERN CALIFORNIA GAS
SCH/SCHED	SCHEDULE
SD/SDR	STORM DRAIN
SDWK	SIDEWALK
SEC	SECONDARY
SECT	SECTION
SEP	SEPARATION
SF	SURFACE
SFR	SURFACE REBAR
SGL	SINGLE
SHT	SHEET
SHTG	SHEATHING
SIM	SIMILAR
SLBB	SHORT LEG BACK-BACK
SLB	SHORE LEG VERTICAL
SMF	SINGLE MODE FIBER, SPECIAL MOMENT FRAME
SMS	SHEET METAL SCREWS
SO	SOUTHERN
SOG	SLAB ON GRADE
SP/SPA	SPARE, SPACE
SPCG	SPACING
SPECS	SPECIFICATIONS
SPLY	SUPPLY
SPPM	SAN PEDRO PUBLIC MARKET
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
SPW	SAN PEDRO WATERFRONT
SQ	SQUARE
SQ FT	SQUARE FOOT/FEET
SQ IN	SQUARE INCH
SS	SANITARY SEWER, SECURITY SYSTEM, STAINLESS STEEL
SSC	SINGLE SHEAR CONNECTION
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SST	BROWN SIDE STRIP
ST	STREET
STA	STATION
STAGG	STAGGER (ED)
STD	STANDARD
STIFF	STIFFENER
STL	STEEL
STP	STIRRUP
STRUC/STRUCT	STRUCTURAL
SUBSTA	SUBSTATION
SW	SWITCH
SWBD	SWITCHBOARD
SYM/SYMM	SYMMETRICAL, SYMBOL
T/TEL	TELEPHONE, TANGENT DISTANCE
T&B	TOP AND BOTTOM
TC	TOP OF CURB
TCB	TOP OF CATCH BASIN
TEMP	TEMPORARY, TEMPERATURE
THK	THICKNESS, THICK
THRD	THREAD
THRU	THROUGH
TG	TOP OF GRATE
TOC	TOP OF CONCRETE
TOCC	TOP OF CONCRETE CAP
TOD	TOP OF DECK
TOF	TOP OF FOOTING
TOG	TOP OF GRADE
TOR	TOP OF RAIL
TOS	TOP OF STEEL
TOT	TOTAL
TOW	TOP OF WALL
TP	TOP OF PARAPET
TRANS	TRANSITION, TRASVERSE
TS	TOP OF STAIRS, TRANSITION STRUCTURE
TSG	TAPERED STEEL GIRDER
TW	TOP OF WALL
TYP	TYPICAL
U/G/UG	UNDERGROUND
UL	UNDERWRITERS LABORATORIES
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
UP	UNION PACIFIC
UPS	UNINTERRUPTIBLE POWER SUPPLY
USGS	UNITED STATES GEODETIC SURVEY
V	VOLTS
VA	VOLT-AMPERE
VAC	VOLTAGE ALTERNATING CURRENT
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VD	VOLTAGE DROP
VDC	VOLTAGE DIRECT CURRENT
VERT	VERTICAL
VIF	VERIFY IN FIELD
W/WTR	WATER
W/	WITH
WBS	WELDED BEAM SEAT
WD	WOOD
WHB	WELDED HEADED REINF BARS
WM	WATER METER
WP	WEATHER PROOF, WORK POINT
WPJ	WEAKENED PLANE JOINT
WS	WATER SERVICE, WELDED STUDS, WATER SIDE
WSM	WATER SERVICE MAP
WT	WEIGHT
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
XFMR	TRANSFORMER
YD	YARD

NOTES:

1. THIS LIST MAY NOT BE COMPREHENSIVE REFER TO DISCIPLINE SHEETS FOR ADDITIONAL CLARIFICATION

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ABBREVIATIONS

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET P.O. BOX 151 SAN PEDRO, CA 90733-0151

1-3458 | G-1.0

228/604

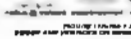
Transmittal No. 1

LADBS

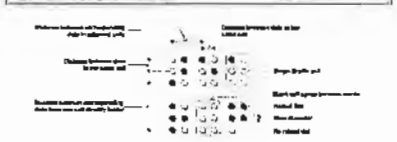
INFORMATION BULLETIN / PUBLIC - BUILDING CODE

REFERENCE NO.: LABC Sec 116-703 | Effective: 01/01/2020
DOCUMENT NO.: P/BC 2020-091 | Revised:
Previously Issued As: P/BC 2017-091

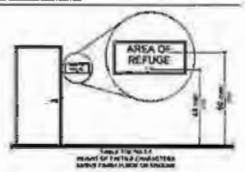
ACCESSIBILITY DETAILS FOR SIGNS



LADBS P/BC 2020-091

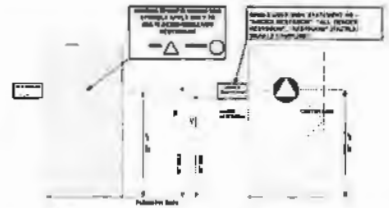


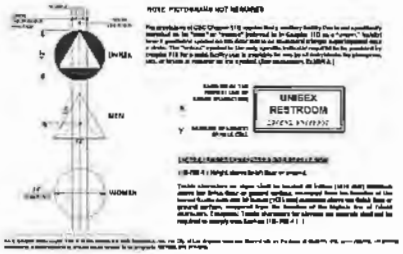
LADBS P/BC 2020-091



LADBS P/BC 2020-091

TOILETS AND BATHING FACILITIES GEOMETRIC SYMBOLS





LADBS P/BC 2020-091

IDENTIFICATION OF ALL GENDER SINGLE-USER TOILET FACILITIES
Compliant with the California Building Code (CBC) Chapter 11B

EXHIBIT A - Door Symbol (required by the CBC)

This image represents the door symbol that is required by CBC 11B-216.8 to identify an all-gender/unisex single-user toilet facility. The symbol must comply with the requirements of CBC 11B-703.7.2.8.3. No pictogram, text, or braille is required on the symbol

EXHIBIT B - Designation sign on wall

Designation signs are not required to be provided by the CBC or the 2010 ADAS. If provided, a designation sign adjacent to the door must comply with the scoping requirements of CBC 11B-216.2, and the technical requirements for raised characters (CBC 11B-703.2), braille (CBC 11B-703.3), visual characters (CBC 11B-703.5), and requirements for installation height and location (CBC 11B-703.4) No pictogram is required. The following signs illustrate acceptable examples for designation sign text.

NO.	DATE	DRAWN	REVISIONS	CHKD	APPD

SCALE: AS SHOWN
DRAWN:
DESIGNED:
CHECKED:
OWNER APPROVAL:

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ACCESSIBILITY REQUIREMENT

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731 3300

DRAWING NUMBER: 1-3458 | SHEET NUMBER: G-2.0

ATTACHMENT B

230/604

Transmittal No. 1

INFORMATION BULLETIN / PUBLIC - BUILDING CODE

REFERENCE NO.: LABC Sec.11B-403.4/A5.
4/2.5/3.5 (98.302

DOCUMENT NO.: P/BC 2020-085 Revised: 12/02/2019

Previously Issued As: P/BC 2017-085

ACCESSIBILITY DETAILS FOR RAMPS, STAIRS & ELEVATORS

RAMP WITH INTERMEDIATE LANDING

RAMP WITH TURNING PLATFORM

RAMP LANDING AND DOORMAT

P/BC 2020-085

RAMPS

RAMPS AND HANDRAILS

P/BC 2020-085

DOORWAYS AT RAMP LANDINGS

DOORWAYS AT TOP LANDING SPACE OF A RAMP

DOORWAYS AT BOTTOM LANDING SPACE OF A RAMP

P/BC 2020-085

STAIRWAYS

P/BC 2020-085

STAIRS

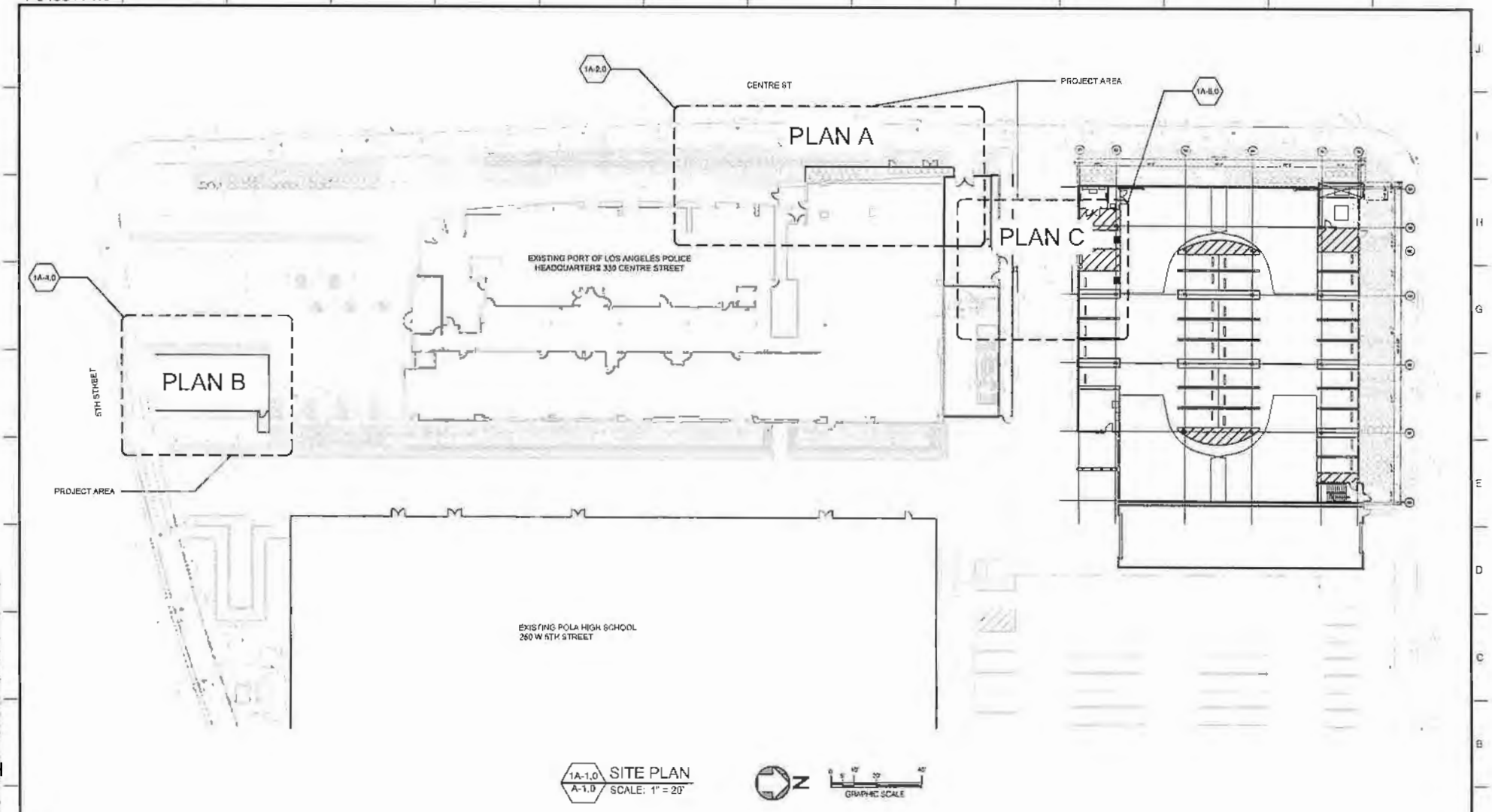
P/BC 2020-085

ELEVATORS

P/BC 2020-085

ELEVATORS

| | | | |



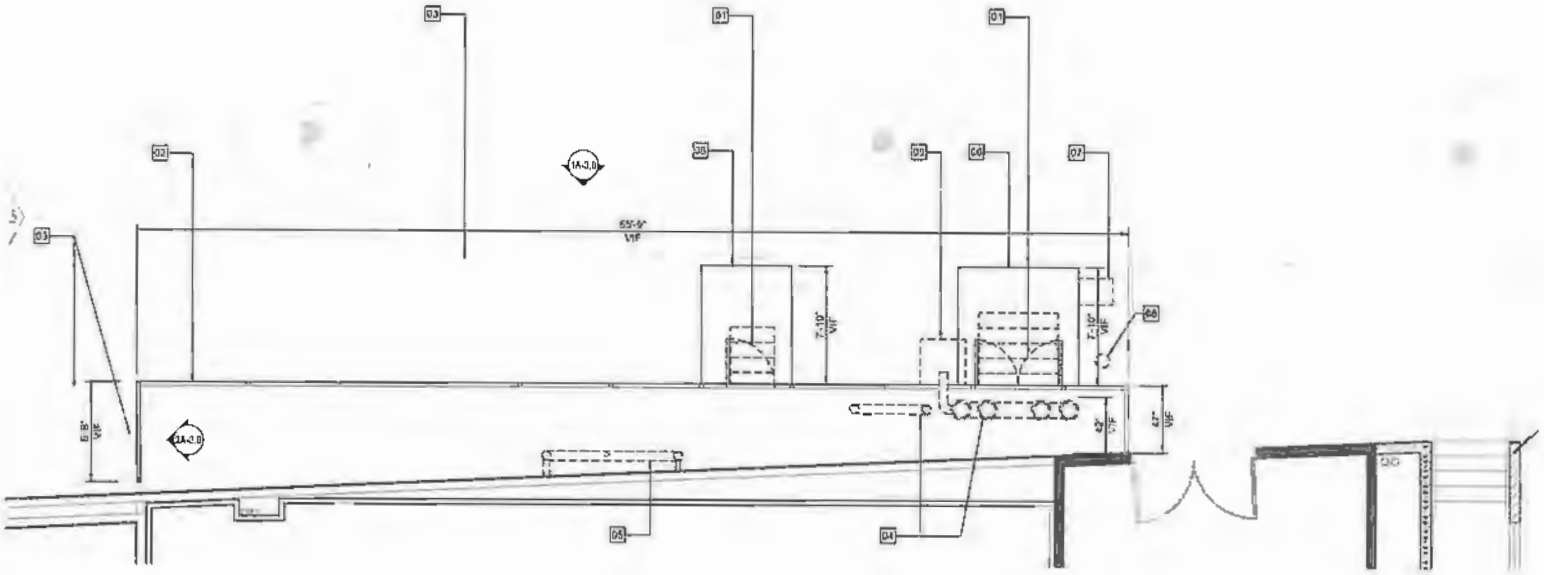
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

SITE PLAN

CITY of LOS ANGELES
ENGINEERING DIVISION

1-3458 | A-1.0

231/604
Transmittal No. 1



1A-2.0
1A-1.0
ENLARGED PLAN A
SCALE: 1/4"=1'-0"

N

KEYNOTES - FLOOR PLAN

#	KEYNOTE
01	NEW MAINTENANCE DOOR AND STAIR
02	NEW STEEL FENCE TOTAL LENGTH 72'-5"(V.I.F)
03	EXISTING STEM WALL
04	EXISTING FIRE SUPPRESSION SYSTEM IRRIGATION BACK FLOW VERIFY EXACT LOCATION IN FIELD
05	EXISTING GAS METER VERIFY EXACT LOCATION IN FIELD
06	NEW CONCRETE PAD
07	EXISTING STORM DRAIN COVER VERIFY EXACT LOCATION AND SIZE IN FIELD
08	EXISTING LANDSCAPE VENT VERIFY EXACT LOCATION AND SIZE IN FIELD
09	LA FIRE CODE 912.4.2 CLEAR SPACE AROUND CONNECTIONS 36" WIDTH X 36" DEPTH X 78" HEIGHT

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED
6. REPAINT ADJACENT FENCING ALONG WEST WALL

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULGV00-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

A VI91A PAINT
OPTION 1 - MOONROSE NO. 1100
OPTION 2 - CHERRY BLINK NO. 1075
OPTION 3 - CARROT CAKE NO. 1054

NO.	DATE	DRAWN	REVISIONS	CHKD	APVD

SCALE: AS SHOWN
DRAWN: MYSON
DESIGNED: N KOO & SDP
REQUIRED: MYSON
ENGINEER / ARCHITECT

CHIEF OF DESIGN
DEPUTY MAJOR

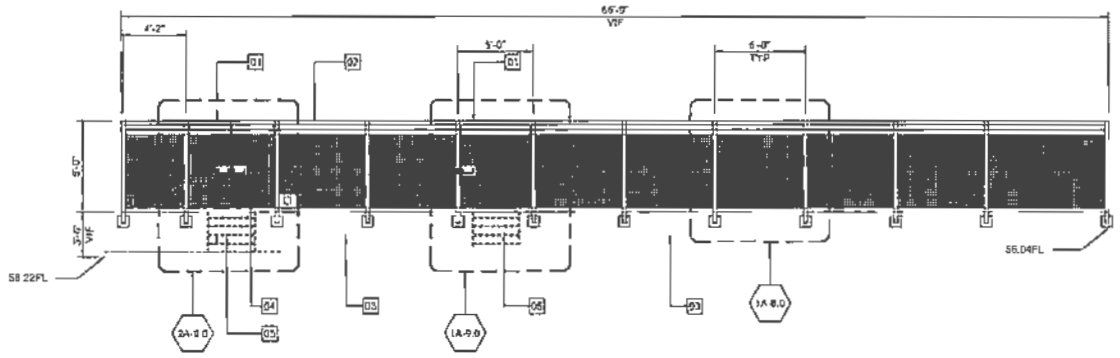
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ENLARGED PLAN A

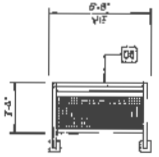
CITY OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731 3309

1-3458 | A-2.0

232/604
Transmittal No. 1



1A-3.0 / 1A-2.0 ELEVATION A - FRONT
SCALE 1/4"=1'-0"



2A-3.0 / A-2.0 ELEVATION A - SIDE
SCALE: 1/4"=1'-0"

KEYNOTES - FLOOR PLAN

#	KEYNOTE
01	NEW MAINTENANCE GATE AND LADDER
02	NEW STEEL FENCE
03	EXISTING STEM WALL
04	NEW DOUBLE DOORS FOR MAINTENANCE
05	NEW STAIRS FOR MAINTENANCE
06	MATCH THE HEIGHT ON FRONT FENCE

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULSM30WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT VERIFY WITH ENGINEER ON SITE

A. VISTA PAINT
OPTION 1 - MOONROSE NO. 1103
OPTION 2 - CHERRY BUNK NO. 1075
OPTION 3 - CARROT CAKE NO. 1054

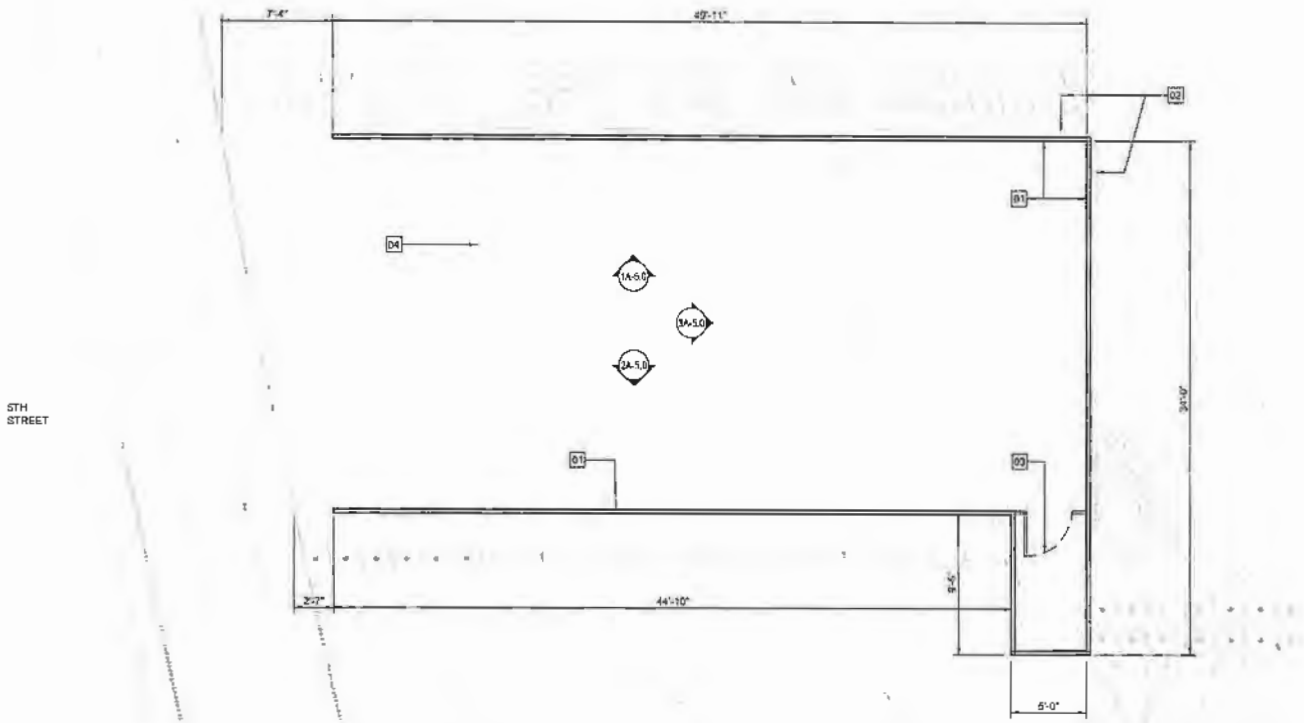
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ELEVATION A

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO, CA 90731-3309

1-3458 | A-3.0

233/604
Transmittal No. 1



1A-4.0 / 1A-1.0 ENLARGED PLAN B
SCALE: 1/4"=1'-0"

N

KEYNOTES - FLOOR PLAN

#	KEYNOTE
01	NEW STEEL FENCE - TOTAL 143'-3" LF
02	EXISTING STEM WALL
03	NEW GATE. SEE ELEVATION SHEET 2A-8.0
04	DRIVEWAY TO GARAGE

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN STC11 BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULGM00-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

A. VISTA PAINT
OPTION 1 - MOONROSE NO. 1103
OPTION 2 - CHERRY BLINK NO. 1075
OPTION 3 - CARROT CAKE NO. 1054

NO	DATE	DRAWN	REVISIONS	CHKD	APVD

SCALE: AS SHOWN
DRAWN: GARDEN
CHECKED: S. LOW
ISSUED: 9/2020

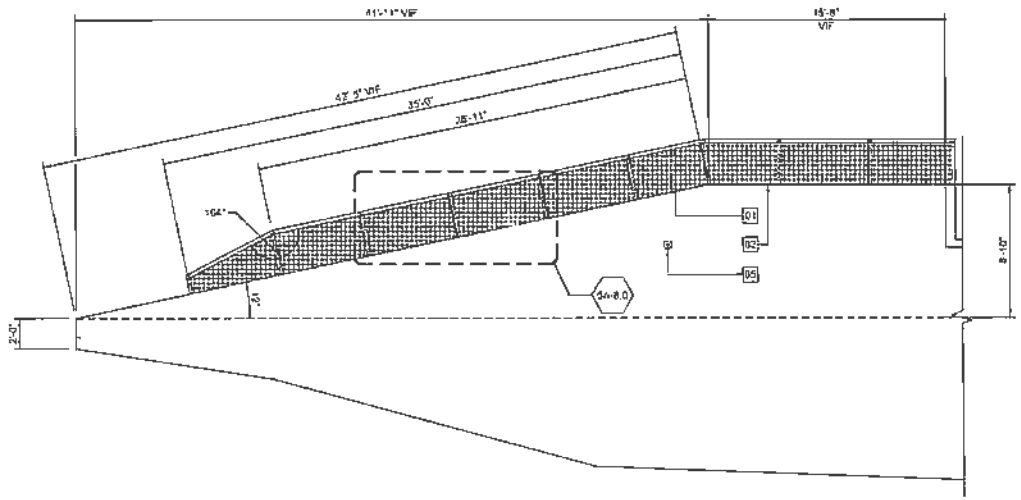
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ENLARGED PLAN B

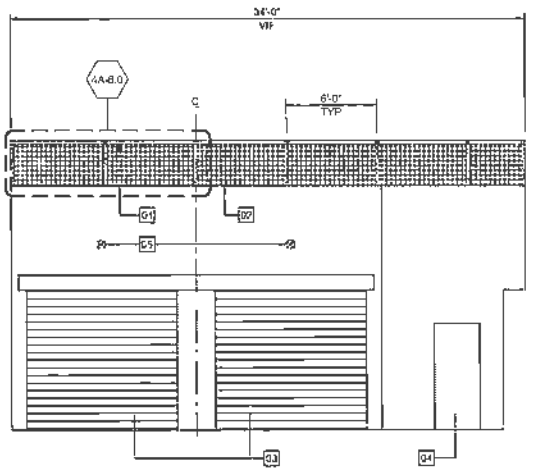
THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3300

DOCUMENT NUMBER 1-3458 | SHEET NUMBER A-4.0

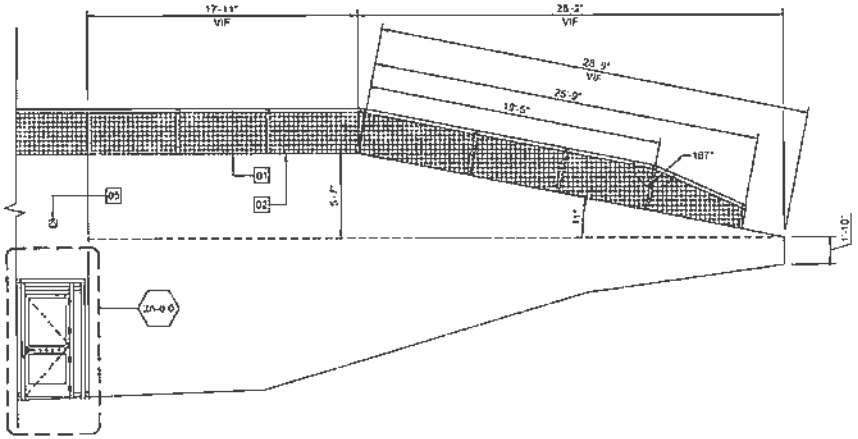
ATTACHMENT B



1A-5.0 / 1A-4.0 ENLARGED WEST ELEVATION B
SCALE: 1/4"=1'-0"



3A-5.0 / 1A-4.0 ENLARGED SOUTH ELEVATION B
SCALE 1/4"=1'-0"



2A-5.0 / 1A-4.0 ENLARGED EAST ELEVATION B
SCALE: 1/4"=1'-0"

KEYNOTES - FLOOR PLAN

#	KEYNOTE
01	NEW STEEL FENCE
02	EXISTING STEM WALL
03	EXISTING GARAGE DOOR
04	EXISTING TELECOMMUNICATION DOOR
05	NEW LIGHT FIXTURE PER ELECTRICAL SHEETS 1-3453

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED

PAINTING OF GALVANIZED METALS:

- A PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
- B FIRST COAT - DLGM00-WH ULTRASHIELD GALVANIZED METAL PRIMER
- C SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
- D THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

- A. VISTA PAINT
  OPTION 1 - MOONROSE NO. 1103
  OPTION 2 - CHERRY BLINK NO. 1075
  OPTION 3 - CARROT CAKE NO. 1064

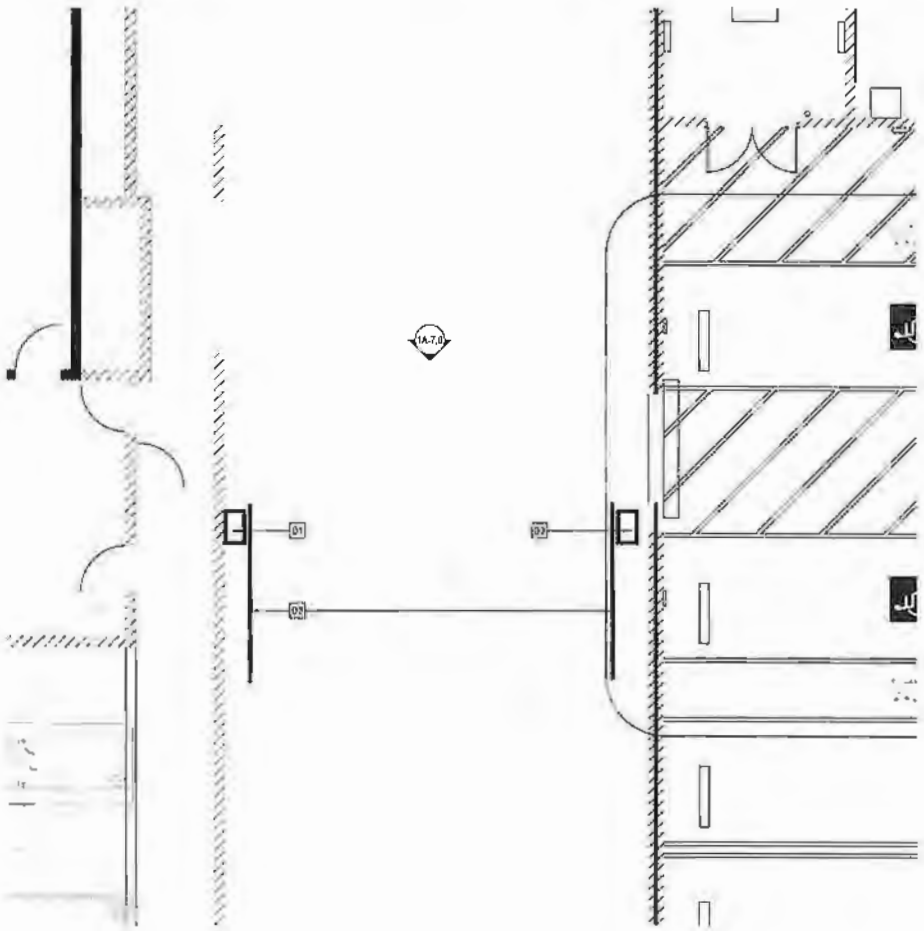
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

ELEVATION B

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

1-3458 | A-5.0

235/604
Transmittal No. 1



1A-6.0 / 1A-1.0 ENLARGED PLAN C
SCALE: 1/4"=1'-0"

KEYNOTES - FLOOR PLAN

#	KEYNOTE
01	REPLACE ONLY INBOUND OPERATOR LIFTMASTER MODEL CSW200UL (OUTBOUND OPERATOR WAS ALREADY REPLACED BY BDE)
02	ADD NEW STEEL FENCE ON TOP OF EXISTING GATE SEE DETAIL 1A-7.0
03	EXISTING OUTBOUND OPERATOR

NOTE:

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3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
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PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULGM0D-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

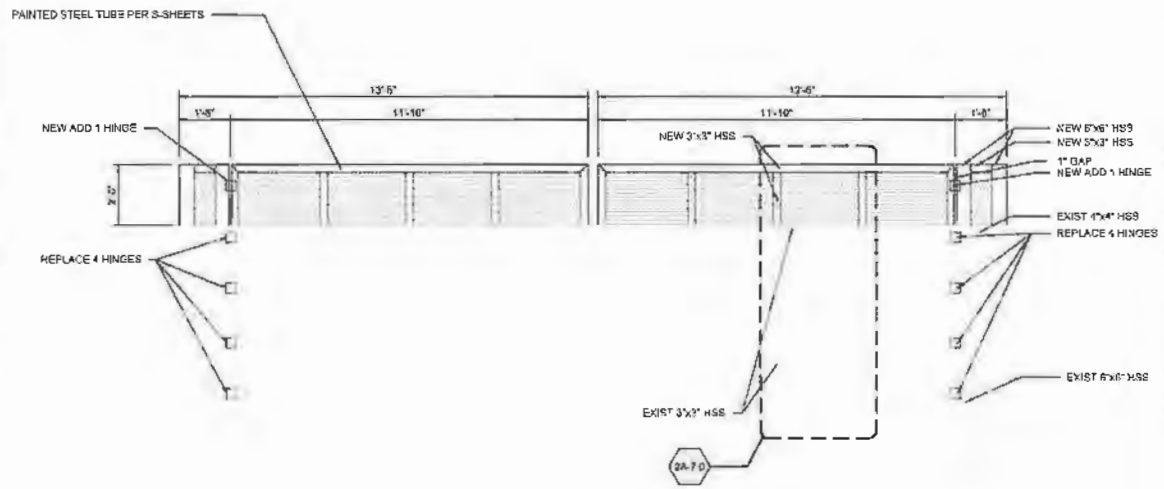
A. VISTA PAINT
OPTION 1 - MOONROSE NO. 1103
OPTION 2 - CHERRY BLINK NO. 1075
OPTION 3 - CARROT CAKE NO. 1054

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

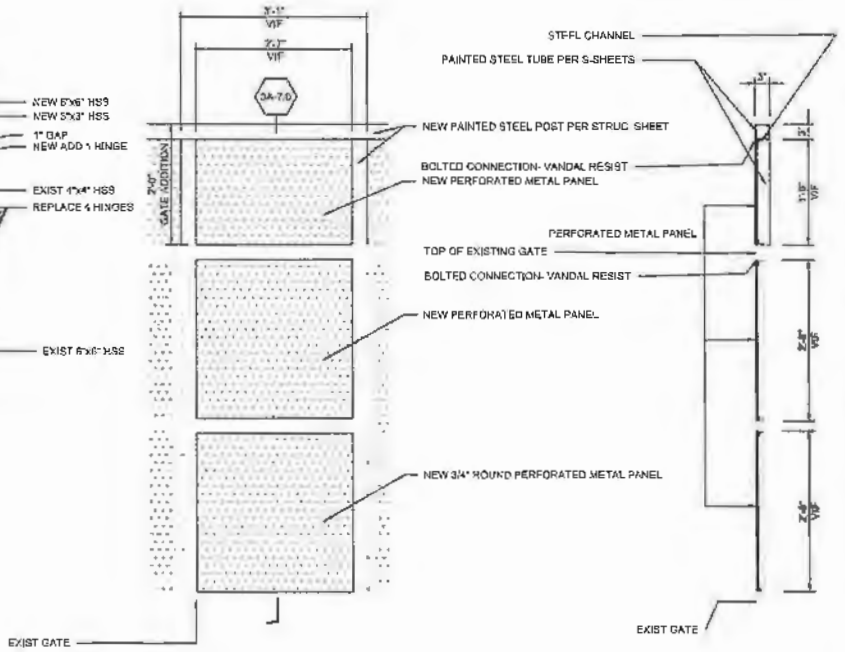
ENLARGED PLAN C

CITY OF LOS ANGELES
ENGINEERING DIVISION
1-3458 | A-6.0

236/604
Transmittal No. 1



1A-7.0 / 1A-6.0 ELEVATION C
SCALE: 1/2"=1'-0"



2A-7.0 / 1A-7.0 ENLARGED ELEVATION C
SCALE: 1"=1'-0"

3A-7.0 / 2A-7.0 ENLARGED SECTION C
SCALE: 1"=1'-0"

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY XRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULOM00-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH00 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH00 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

A. VISTA PAINT
OPTION 1 - MOONROSE NO. 1103
OPTION 2 - CHERRY BLINK NO. 1075
OPTION 3 - CARROT CAKE NO. 1054

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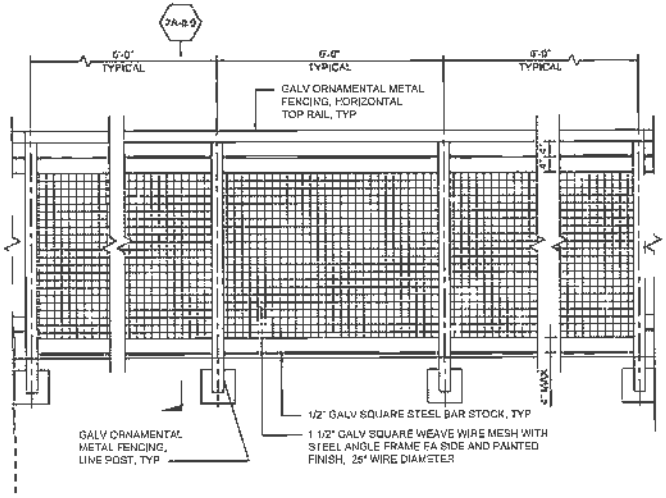
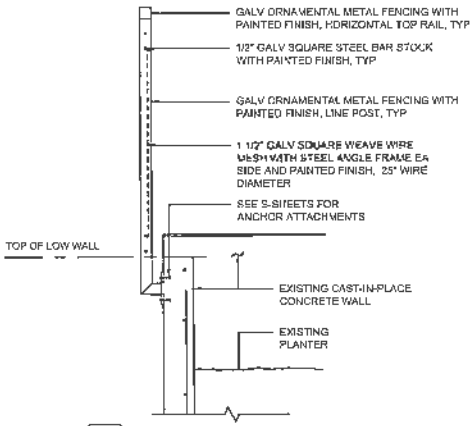
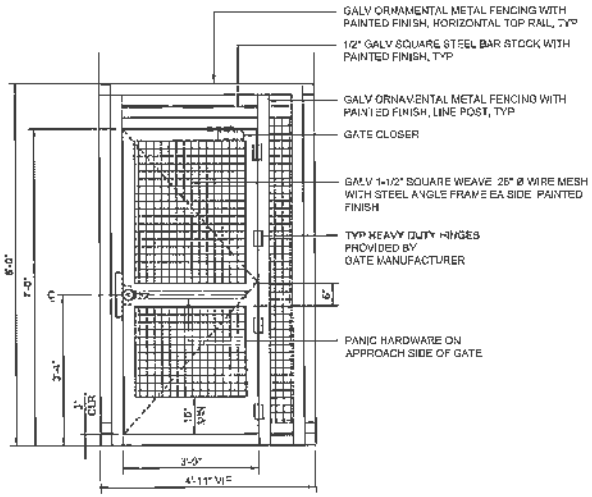


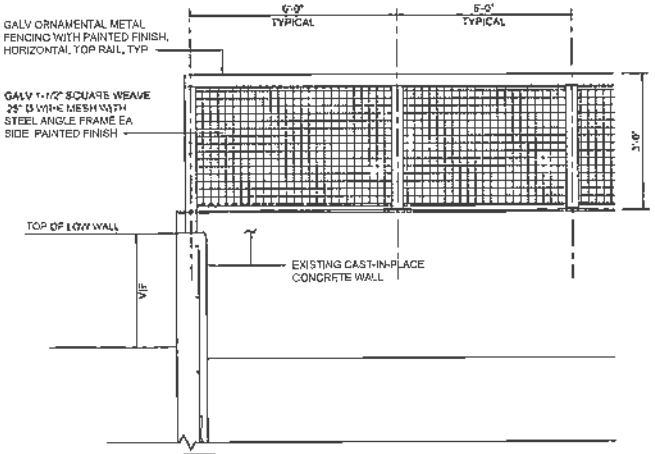
1A-3.0 / 1A-3.0 TYPICAL FENCE ELEVATION A
SCALE: 3/4"=1'-0"



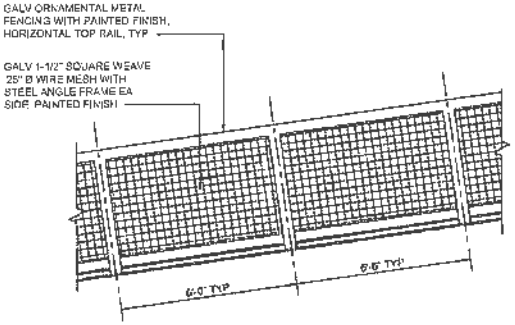
2A-8.0 / 1A-8.0 TYPICAL FENCE SECTION A
SCALE: 3/4"=1'-0"



3A-8.0 / 2A-5.0 GATE ELEVATION
SCALE: 3/4"=1'-0"



4A-8.0 / 3A-5.0 TYPICAL ELEVATION B
SCALE: 3/4"=1'-0"



5A-8.0 / 1A-5.0 TYPICAL ELEVATION B
SCALE: 3/4"=1'-0"

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED
6. PER CPIO II 2 1 2 - PROJECTS ARE PROHIBITED FROM USING ANY OF THE FOLLOWING FENCING MATERIALS: CHAIN LINK, BARBED WIRE, RAZOR WIRE, CORRUGATED METAL, AND OTHER SIMILAR FENCING MATERIAL.

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULGM60-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH90 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

A. VISTA PAINT
OPTION 1 - MOONROSE NO. 1103
OPTION 2 - CHERRY BLINK NO. 1675
OPTION 3 - CARROT CAKE NO. 1054

NO.	DATE	REVISIONS	C'KD	APVD

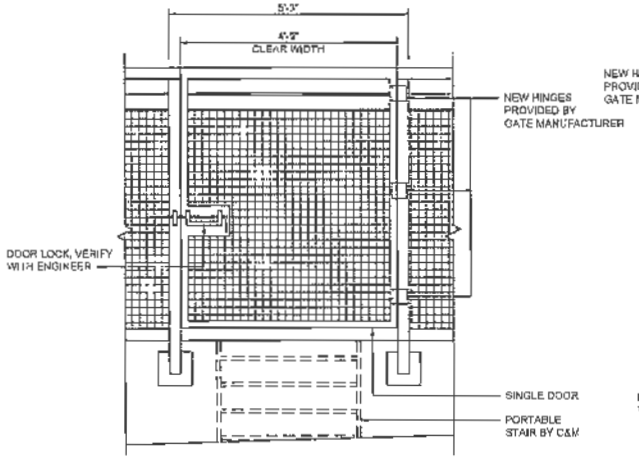
NO.	DATE	REVISIONS	C'KD	APVD

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

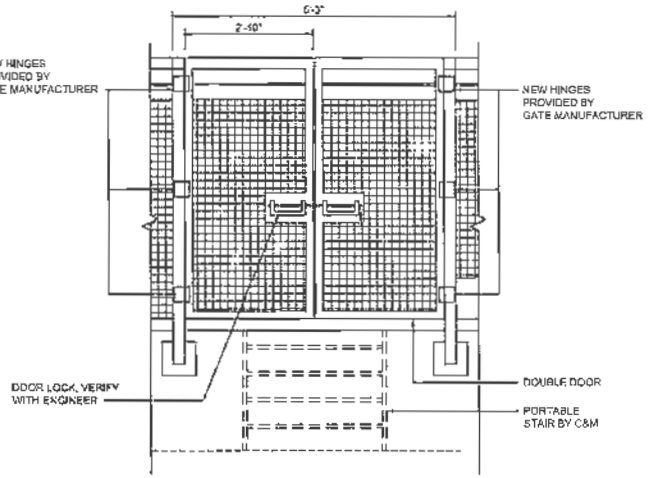
DETAILS

CITY OF LONG BEACH
ENGINEERING DIVISION
333 W. OCEAN BLVD., 9TH FLOOR, LONG BEACH, CA 90802

1-3458 | A-8.0



1A-9.0 / 1A-3.0 FENCE SINGLE DOOR ELEVATION
SCALE: 3/4"=1'-0"



2A-9.0 / 1A-3.0 FENCE DOUBLE DOOR ELEVATION
SCALE: 3/4"=1'-0"

NOTE:

1. ALL DIMENSIONS TO BE VERIFIED IN FIELD (VIF)
2. CONTRACTOR SHALL SUBMIT PERFORATED METAL PANEL PATTERN FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
3. CONTRACTOR SHALL SUBMIT PAINT FINISH AND COLOR FOR REVIEW AND APPROVAL PRIOR TO FABRICATION
4. ALL DOOR AND GATE HINGES SHALL BE HOT DIPPED GALVANIZED
5. ALL FENCE RAILS, POSTS, MESH, AND CONNECTIONS SHALL BE HOT DIPPED GALVANIZED

PAINTING OF GALVANIZED METALS:

A. PRETREATMENT - METAL CLEAN ETCH BY KRUD KUTTER/RUST-OLEUM
B. FIRST COAT - ULGM60-WH ULTRASHIELD GALVANIZED METAL PRIMER
C. SECOND COAT - EVSH60 EVERSHIELD GLOSS ENAMEL
D. THIRD COAT - EVSH60 EVERSHIELD GLOSS ENAMEL

PAINT: VERIFY WITH ENGINEER ON SITE

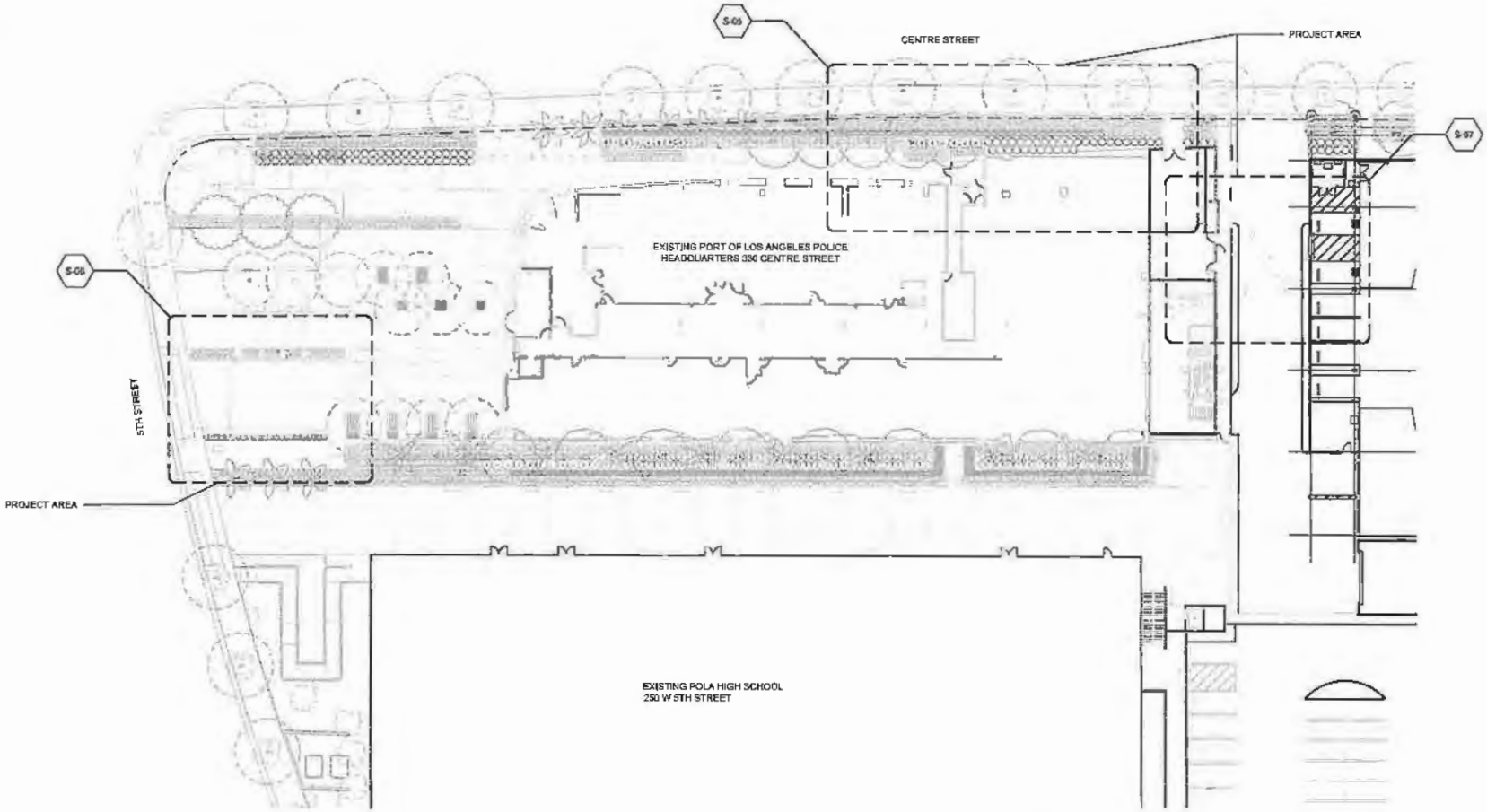
A. VISTA PAINT
OPTION 1 - MOONROSE NO 1103
OPTION 2 - CHERRY BLINK NO 1075
OPTION 3 - CARROT CAKE NO 1051

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

DETAILS

PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

1-3458 | A-9,0



1S-01 / S-01 STRUCTURAL SITE PLAN
SCALE: 1"=20'

NO.	DATE	DRAWN	REVISIONS	CHKD	APPD

SCALE AS SHOWN
DRAWN: B. MATSUMOTO
CHECKED: K. CONDRO
DESIGNED: B. MATSUMOTO

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

STRUCTURAL SITE PLAN

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

DRAWING NUMBER: 1-3458 | SHEET NUMBER: S-01

ATTACHMENT B

GENERAL NOTES:

1 CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO CONSTRUCTION THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES

2 DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS

3. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED AS SHOWN FOR SIMILAR WORK

4 MANUFACTURED MATERIALS SHALL BE APPROVED BY THE CHECKING AGENCY PRIOR TO THEIR USE ALL REQUIREMENTS OF THOSE APPROVALS SHALL BE FOLLOWED.

5 THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION CONTRACTOR SHALL PROVIDE MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS

6 SPECIFICATIONS, CODES AND STANDARDS NOTED IN THE CONTRACT DOCUMENTS SHALL BE OF THE LATEST APPROVED ISSUE, INCLUDING SUPPLEMENTS, UNLESS OTHERWISE NOTED, MATERIAL SPECIFICATIONS ARE ASTM LATEST EDITION

7 THE CONTRACTOR SHALL INVESTIGATE SITE FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, ETC IF ANY SUCH STRUCTURES ARE FOUND, ENGINEER SHALL BE NOTIFIED IMMEDIATELY

REINFORCING STEEL:

1 REINFORCING STEEL SHALL BE DETAILED AND PLACED IN CONFORMANCE WITH THE 'BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE' (ACI-318), AND THE 'MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION' BY THE CRSI AND THE WCRSI, OR AS MODIFIED BY THE CONSTRUCTION DOCUMENTS

2 REINFORCING BARS - ASTM A615 GRADE 60 OR ASTM A706 GRADE 60 UNLESS NOTED OTHERWISE

3 WELDING OF REINFORCEMENT SHALL BE WITH LOW HYDROGEN ELECTRODES IN CONFORMANCE WITH 'RECOMMENDED PRACTICES FOR WELDING REINFORCING STEEL, ETC,' AMERICAN WELDING SOCIETY, AWS D1 4

4. REINFORCING BAR BENDS SHALL BE MADE COLD

STRUCTURAL STEEL AND MISCELLANEOUS METAL:

1 STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (LATEST EDITION AND SUPPLEMENTS)

2 STRUCTURAL STEEL SHALL CONFORM TO ASTM A36; ASTM A572 GRADE 50 WHERE INDICATED ON DRAWINGS

3. BOLTS - ASTM A325 AND A307, EXCEPT AS NOTED.

4. HIGH STRENGTH BOLTS - ASTM A325 SLIP CRITICAL UNLESS NOTED OTHERWISE

5. ANCHOR BOLTS - A307, A490 AND A586 WHERE INDICATED ON DRAWINGS

6 THE STRUCTURAL STEEL FABRICATOR SHALL FURNISH SHOP DRAWINGS FOR ENGINEER'S REVIEW BEFORE FABRICATION

7 BOLT HOLES IN STEEL SHALL BE 1/16 INCH LARGER IN DIAMETER THAN NOMINAL SIZE OF BOLT USED, UNLESS NOTED OTHERWISE

8 WELDS SHALL BE PREQUALIFIED IN CONFORMANCE WITH THE CODE FOR WELDING BUILDING CONSTRUCTION (AWS D1 1) OF THE AMERICAN WELDING SOCIETY ELECTRODES TO BE E70 SERIES UNLESS NOTED OTHERWISE. COMPLETE JOINT PENETRATION WELDS BETWEEN BEAM/GIRDERS AND COLUMNS SHALL BE MADE WITH SHIELDED METAL ARC WELDING

9. BUTT WELDS. COMPLETE JOINT PENETRATION OR PARTIAL JOINT PENETRATION ARE INDICATED AS C J P OR P J P, RESPECTIVELY,

10 WELDING OF COLD - FORMED STEEL SHALL BE IN ACCORDANCE WITH CHAPTER 22 OF THE LABC AND AWS D1 3 RESPECTIVELY.

11 WELD LENGTHS CALLED FOR ON PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED WELD SIZE SHALL BE AISC MINIMUM UNLESS A LARGER SIZE IS NOTED,

12 WELDING TESTS AND INSPECTIONS - SEE SPECIFICATIONS

13 CAMBER -

A PROVIDE UPWARD CAMBER TO ALL MEMBERS SHOWN TO HAVE CAMBER, AMOUNT MEASURED IN THE FIELD PRIOR TO ERECTION SHALL NOT DEVIATE BY MORE THAN ALLOWED BY THE AISC SPECIFICATIONS DO NOT CAMBER MEMBERS OCCURRING BELOW ELEVATOR ENTRANCE DOORS

B BEAMS DETAILED WITHOUT SPECIFIED CAMBER SHALL BE FABRICATED SO THAT AFTER ERECTION ANY MINOR CAMBER DUE TO ROLLING OR SHOP ASSEMBLY SHALL BE UPWARD TOP OF MEMBERS SHALL BE CLEARLY IDENTIFIED

16 STRUCTURAL STEEL SURFACES TO BE WELDED OR HIGH-STRENGTH BOLTED, TO BE ENCASED IN CONCRETE, OR TO BE ENCLOSED BY FINISH MATERIALS SHALL BE LEFT UNPAINTED

17 STRUCTURAL STEEL AND MISCELLANEOUS METAL EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED AFTER FABRICATION

18. THE CONTRACTOR SHALL REVIEW WELDING DETAILS FOR ACCESSIBILITY ANY WELD INDICATED AS A SHOP WELD MAY BE WELDED IN THE FIELD WITH APPROVED WELD PROCEDURES AND INSPECTION ANY WELD INDICATED AS A FIELD WELD MAY BE SHOP WELDED WITH APPROVED WELD PROCEDURES AND INSPECTION

19 EXPOSED STEEL SHALL CONFORM TO REQUIREMENTS OF ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS) SECTION 10 OF THE AISC CODE OF PRACTICE FOR STEEL BUILDINGS AND BRIDGES

CONCRETE:

1 PHASES OF WORK PERTAINING TO THE CONCRETE CONSTRUCTION SHALL CONFORM TO THE 'BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE', ACI 318, WITH MODIFICATIONS AS NOTED IN THE CONTRACT DOCUMENTS

2 SCHEDULE OF STRUCTURAL CONCRETE 28-DAY STRENGTHS & TYPES:

LOCATION IN STRUCTURE	STRENGTH PSI	TYPE
FOOTINGS, GRADE BEAMS, MAT FOUNDATIONS	4000	HARDROCK
STRUCTURAL SLAB	4000	
SLAB ON GRADE (UNO)	4000	HARDROCK
PRECAST CONCRETE PILE	6500	
OTHER CONCRETE	3000	HARDROCK

3 PORTLAND CEMENT SHALL CONFORM TO ASTM C 150, TYPE II, LOW ALKALI

4 AGGREGATE FOR HARDROCK CONCRETE ASTM C 33 EXCEPTIONS MAY BE USED ONLY WITH PERMISSION OF THE STRUCTURAL ENGINEER

5 FORMS FOR CONCRETE SHALL BE LAID OUT AND CONSTRUCTED TO PROVIDE THE SPECIFIED CAMBERS SHOWN ON THE DRAWINGS.

6 THE CONTRACTOR SHALL MAINTAIN A LOG OF STRUCTURAL SLAB ELEVATIONS BASED ON THE ARCHITECTURAL DRAWINGS PLUS THE ADDITION OF ANY CAMBERS INDICATED ON THE CONSTRUCTION DOCUMENTS THIS LOG SHALL INDICATE SCREED ELEVATIONS PRIOR TO THE CONCRETE POUR, AND TOP OF CONCRETE SLAB PRIOR TO REMOVAL OF FORMS

7 THE CONCRETE SLAB THICKNESS SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN

8 DRY PACK OR NON SHRINK GROUT UNDER BASE PLATES, SILL PLATES, ETC, SEE SPECIFICATIONS

9 CONCRETE MIXING OPERATION, ETC, SHALL CONFORM TO ASTM C-94

10. PLACEMENT OF CONCRETE SHALL CONFORM TO ACI 304 AND CONTRACT DOCUMENTS

11. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT PLACED IN CAST-IN-PLACE CONCRETE:

	MINIMUM COVER, INCHES
A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3
B FORMED CONCRETE EXPOSED TO EARTH OR WEATHER:	
#6 THROUGH #18 BARS	2
#5 BAR, W31 OR D31 WIRE, AND SMALLER	1 1/2
C CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
SLABS, WALLS AND JOISTS:	
#14 AND #18 BARS	1 1/2
#11 BAR AND SMALLER	1
BEAMS, COLUMNS AND WALL JAMBS PRIMARY REINFORCEMENT, TIES, STIRRUPS, AND SPIRALS:	
#9 THROUGH #11	1 1/2
#14 AND #18 BARS	2 1/2

12 REINFORCING BARS, ANCHOR BOLTS AND OTHER CONCRETE INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE

13 PROVIDE SLEEVES FOR PLUMBING AND ELECTRICAL OPENINGS IN CONCRETE BEFORE PLACING. DO NOT CUT ANY REINFORCING WHICH MAY CONFLICT, CORING IN CONCRETE IS NOT PERMITTED EXCEPT AS SHOWN, NOTIFY THE STRUCTURAL ENGINEER IN ADVANCE OF CONDITIONS NOT SHOWN ON THE DRAWINGS

14 CONDUIT OR PIPE SIZE (OUTSIDE DIAMETER) SHALL NOT EXCEED ONE THIRD OF SLAB THICKNESS AND SHALL BE PLACED BETWEEN THE TOP AND BOTTOM REINFORCING, UNLESS SPECIFICALLY DETAILED OTHERWISE CONCENTRATIONS OF CONDUITS OR PIPES SHALL BE AVOIDED EXCEPT WHERE DETAILED OPENINGS ARE PROVIDED

15 PROJECTING EXPOSED CORNERS OF BEAMS, WALLS, COLUMNS, ETC , SHALL BE FORMED WITH A 3/4 IN CHAMFER, UNLESS OTHERWISE NOTED ON DRAWINGS

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

GENERAL NOTES

THE PORT OF LOS ANGELES
ENGINEERING DIVISION

1-3458 S-02

241/604
Transmittal No. 1

SPECIAL INSPECTIONS AND TESTS:

1 SPECIAL INSPECTION AND TESTS SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 17 OF THE LOS ANGELES BUILDING CODE

2 SPECIAL INSPECTION BY A REGISTERED DEPUTY BUILDING INSPECTOR, APPROVED BY THE ENGINEER SHALL BE REQUIRED FOR THE FOLLOWING TYPES OF WORK SEE PROJECT SPECIFICATION FOR SPECIFIC REQUIREMENTS

3 SPECIAL INSPECTIONS SHALL NOT BE REQUIRED WHEN THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED BY THE CITY OF LOS ANGELES TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION

TABLE 1705A.2.1
REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	LABC REFERENCE
1 MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS:				
A IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	AISC 360, SECTION A3.3 AND APPLICABLE ASTM MATERIAL STANDARDS	—
B MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRE	—	X	—	—
2 INSPECTION OF HIGH-STRENGTH BOLTING				
A SNUG-TIGHT JOINTS	—	X	AISC 360, SECTION M2.5	
B PRETENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITH MATCHMARKING, TWIST-OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION	—	X		
C PRETENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITHOUT MATCHMARKING OR CALIBRATED WRENCH METHODS OF INSTALLATION	X	—		
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:				
A FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360	—	X	AISC 360, SECTION A3.1	2203A.1
B FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	APPLICABLE ASTM MATERIAL STANDARDS	
C MANUFACTURER'S CERTIFIED TEST REPORTS	—	X	—	—
4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:				
A IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS	—	X	AISC 360, SECTION A3.5 AND APPLICABLE AWS A5 DOCUMENTS	
B MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED	—	X	—	—
5 INSPECTION OF WELDING:				
A STRUCTURAL STEEL AND COLD-FORMED STEEL DECK:				
1 COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS	X	—	AWS D1.1 AWS D1.8	1705A.2.1
2 MULTIPASS FILLET WELDS	X	—		
3 SINGLE-PASS FILLET WELDS > 5/16"	X	—		
4 PLUG AND SLOT WELDS	X	—		
5 SINGLE-PASS FILLET WELDS ≤ OR EQUAL TO 5/16"	—	X		
6 FLOOR AND ROOF DECK WELDS	—	X	AWS D1.3	—
B REINFORCING STEEL:				
1 VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A706	—	X	AWS D1.4, ACI 318: SECTIONS 26.6.4.1, 18.2.8, 25.5.7.4	—
2 REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT	X	—		—
3 SHEAR REINFORCEMENT	X			—
4. OTHER REINFORCING STEEL	—	X		—
6 INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:				
A. DETAILS SUCH AS BRACING AND STIFFENING	—	X	—	1705A.2.1
B MEMBER LOCATIONS	—	X	—	
C. MANUFACTURER'S CERTIFIED TEST REPORTS	—	X	—	

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

SPECIAL INSPECTIONS

PORT OF LOS ANGELES
ENGINEERING DIVISION

1-3458 S-03

242/604
Transmittal No. 1

LA DBS Los Angeles Regional Uniform Code Program
Committee #3: Structural Observation
LARUCP

STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER

PROJECT ADDRESS: 330 S CENTRE ST SAN PEDRO, CA PERMIT APPL NO.:

Description of Work: PPHQ PERMIETER ENHANCEMENT

Owner: PORT OF LOS ANGELES Architect: Engineer: B. MATSUMOTO

STRUCTURAL OBSERVATION (only checked items are required)

Firm or individual to be responsible for the Structural Observation:

Name: BRIELLA MATSUMOTO Phone: (310) 732-3829 Calif. Registration: C82812

ITEM NO	FOUNDATION	WALL	FRAME	DIAPHRAGM
*	☐ Footing, Stem Walls, Piers	☐ Concrete	☒ Steel Moment Frame	☐ Concrete
2	☐ Mat Foundation	☐ Masonry	☒ Steel Braced Frame	☐ Steel Deck
3	☐ Caisson, Piers, Grade Beams	☐ Wood	☐ Concrete Moment Frame	☐ Wood
4	☐ Slope Inflexible Foundation, Hillside Special Anchors	☐ Others:	☐ Masonry Wall Frame	☐ Others:
5	☐ Others:		☐ Others:	

DECLARATION BY OWNER

I, the Owner of the project, declare that the above listed firm or individual is hired by me to be the Structural Observer

Signature Date

DECLARATION BY ARCHITECT OR ENGINEER OF RECORD (required if the Structural Observer is different from the Architect or Engineer of Record)

I, the Architect or Engineer of record for the project, declare that the above listed firm or individual is designated by me to be responsible for the Structural Observation.

Signature License No. Date

STRUCTURAL OBSERVATIONS:

STRUCTURAL OBSERVATIONS BY A CALIFORNIA LICENSED PROFESSIONAL ENGINEER ARE REQUIRED FOR THE INITIAL AND FINAL STAGES OF CONSTRUCTION ON THE FOLLOWING STRUCTURES:

A REPORT PREPARED AND SIGNED BY THE OBSERVING ENGINEER SHALL BE FILED AT THE JOBSITE AND WITH THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY.

REQUIRED OBSERVATIONS

STRUCTURE	FOUNDATION					WALL					FRAME					DIAPHRAGM				
	ITEM NUMBERS					ITEM NUMBERS					ITEM NUMBERS					ITEM NUMBERS				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	
FRAME											■									

* SEE NOTES BELOW

NOTES:

A FENCE: STEEL FENCES AT THREE LOCATIONS

2. ITEM NUMBERS INDICATE STRUCTURAL OBSERVATION REQUIREMENTS PER SCHEDULE NOTED ABOVE

GENERAL NOTES FOR STRUCTURAL OBSERVATION:

1. STRUCTURAL OBSERVATION IS REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH THE INFORMATION BULLETIN NO. PBC 2017-024 STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION AT THE CONSTRUCTION SITE OF THE ELEMENTS AND CONNECTIONS OF THE STRUCTURAL SYSTEM AT SIGNIFICANT CONSTRUCTION STAGES AND THE COMPLETE STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR THE INSPECTIONS REQUIRED OF THE BUILDING INSPECTOR OR THE DEPUTY INSPECTOR.

2. THE OWNER SHALL EMPLOY A STATE OF CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER OF LICENSED ARCHITECT TO PERFORM THE STRUCTURAL OBSERVATION. THE DEPARTMENT OF BUILDING AND SAFETY (LADBS) RECOMMENDS THE USE OF THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN WHO ARE INDEPENDENT OF THE CONTRACTOR.

3. THE STRUCTURAL OBSERVER SHALL PROVIDE EVIDENCE OF EMPLOYMENT BY THE OWNER OR THE OWNER'S REPRESENTATIVE. A LETTER FROM THE OWNER, THE OWNER'S REPRESENTATIVE, OR A COPY OF THE AGREEMENT FOR SERVICES SHALL BE SENT TO THE BUILDING INSPECTOR BEFORE THE FIRST SITE VISIT.

4. THE OWNER OR OWNER'S REPRESENTATIVE SHALL COORDINATE AND CALL FOR A MEETING BETWEEN THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, STRUCTURAL OBSERVER, CONTRACTOR, AFFECTED SUBCONTRACTORS AND DEPUTY INSPECTORS. THE PURPOSE OF THE MEETING SHALL BE TO IDENTIFY THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL LOAD SYSTEMS OF THE STRUCTURE AND TO REVIEW SCHEDULING OF THE REQUIRED OBSERVATIONS. A RECORD OF THE MEETING SHALL BE INCLUDED IN THE FIRST OBSERVATION REPORT SUBMITTED TO THE BUILDING INSPECTOR.

5. THE STRUCTURAL OBSERVER SHALL PERFORM SITE VISITS AT THOSE STEPS IN THE PROGRESS OF THE WORK THAT ALLOW FOR CORRECTION OF DEFICIENCIES WITHOUT SUBSTANTIAL EFFORT OR UNCOVERING OF THE WORK INVOLVED. AT THE MINIMUM, THE LISTED SIGNIFICANT CONSTRUCTION STAGES ON THE FOLLOWING STRUCTURAL OBSERVATION/SIGNIFICANT CONSTRUCTION STAGES TABLE REQUIRE A SITE VISIT AND AN OBSERVATION REPORT FROM THE STRUCTURAL OBSERVER.

6. THE STRUCTURAL OBSERVER SHALL PREPARE A REPORT OF THE STRUCTURAL OBSERVATION REPORT FROM INFORM. 08 (PART 1) FOR EACH SIGNIFICANT STAGE OF CONSTRUCTION OBSERVED. THE ORIGINAL OF THE STRUCTURAL OBSERVATION REPORT SHALL BE SENT TO THE BUILDING INSPECTOR'S OFFICE AND SHALL BE SIGNED AND SEALED (WET STAMP) BY THE RESPONSIBLE STRUCTURAL OBSERVER. ONE COPY OF THE OBSERVATION REPORT SHALL BE ATTACHED TO THE APPROVED PLANS. THE COPY ATTACHED TO THE PLANS SHALL BE SIGNED AND SEALED (WET STAMP) BY THE RESPONSIBLE STRUCTURAL OBSERVER OR THEIR DESIGNEE. COPIES OF THE REPORT SHALL ALSO BE GIVEN TO THE OWNER, CONTRACTOR, AND DEPUTY INSPECTOR. ANY DEFICIENCY NOTED ON THE OBSERVATION REPORT WILL BECOME THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER OF RECORD TO VERIFY ITS COMPLETION BY HIM (HER), OR BY A REGISTERED DEPUTY INSPECTOR AT THE DISCRETION OF THE STRUCTURAL OBSERVER.

7. A FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED DEPUTY INSPECTOR MUST BE SUBMITTED WHICH SHOWS THAT ALL OBSERVED DEFICIENCIES WERE RESOLVED AND STRUCTURAL SYSTEM GENERALLY CONFORMS WITH THE APPROVED PLANS AND SPECIFICATIONS. THE DEPARTMENT OF BUILDING AND SAFETY (LADBS) WILL NOT ACCEPT THE STRUCTURAL WORK WITHOUT THIS FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED DEPUTY INSPECTOR (WHEN PROVIDED) AND THE CORRECTION OF SPECIFIC DEFICIENCIES NOTED DURING NORMAL BUILDING INSPECTION.

8. THE STRUCTURAL OBSERVER SHALL PROVIDE THE ORIGINAL STAMPED AND SIGNED STRUCTURAL OBSERVATION REPORT TO THE CITY OF LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY BUILDING INSPECTOR.

9. WHEN THE OWNER ELECTS TO CHANGE THE STRUCTURAL OBSERVER OF RECORD, THE OWNER SHALL:

   A NOTIFY THE BUILDING INSPECTOR IN WRITING BEFORE THE NEXT INSPECTION BY SUBMITTING COMPLETED "STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER" FORM INFORM. 08 (PART 2)

   B CALL AN ADDITIONAL PRECONSTRUCTION MEETING, AND

   C FURNISH THE REPLACEMENT STRUCTURAL OBSERVER WITH A COPY OF ALL PREVIOUS OBSERVATION REPORTS.

   THE REPLACEMENT STRUCTURAL OBSERVER SHALL APPROVE THE CORRECTION OF THE ORIGINAL OBSERVED DEFICIENCIES UNLESS OTHERWISE APPROVED BY PLAN CHECK SUPERVISION. THE POLICY OF THE DEPARTMENT SHALL BE TO CORRECT AND PROPERTY NOTED DEFICIENCIES WITHOUT CONSIDERATION OF THEIR SOURCE.

   D THE ENGINEER OR ARCHITECT OF RECORD SHALL DEVELOP ALL CHANGES RELATING TO THE STRUCTURAL SYSTEMS. THE BUILDING DEPARTMENT SHALL REVIEW AND APPROVE ALL CHANGES TO THE APPROVED PLANS AND SPECIFICATIONS.

STRUCTURAL ABBREVIATIONS

AB	ANCHOR BOLT	DWG	DRAWING	INFO	INFORMATION	REF	REFERENCE
ACI	AMERICAN CONCRETE INSTITUTE	DWL	DOWELS	INT	INTERIOR	REQ'D	REQUIRED
ADDL	ADDITIONAL			IP	INDICATOR PILE	REINF	REINFORCEMENT(ING)
ALT	ALTERNATE	EA	EACH	JST	JOIST	RJ	ROOF JOIST
ARCH	ARCHITECT(URAL)	EBF	ECCENTRIC BRACE FRAME	JT	JOINT	RJ	ROOF JOIST
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	EF	EACH FACE	KSI	KIP PER SQUARE INCH	SC	SLIP CRITICAL
AWS	AMERICAN WELDING SOCIETY	EJ	EXPANSION JOINT	LBS	POUNDS	SECTS	SECTIONS
@	AT	ELEC	ELECTRICAL	LLBB	LONG LEG BACK-BACK	SEP	SEPARATION
&	AND	ELEV or EL	ELEVATION	LLH	LONG LEG HORIZONTAL	SCHED/SCH	SCHEDULE
BAL	BALANCE	ELEV	ELEVATION	LLV	LONG LEG VERTICAL	SIM	SIMILAR
BF	BRACE FRAME	EMBED	EMBEDMENT	LONG	LONGITUDINAL	SHT	SHEET
BLDG	BUILDING	EQ	EQUAL	LT WT	LIGHT WEIGHT	SHTG	SHEATHING
BLK	BLOCK	EQUIP	EQUIPMENT	LVL	LEVEL (FLOOR)	SMS	SHEET METAL SCREWS
BLKG	BLOCKING	ES	EACH SIDE	MAX	MAXIMUM	SOG	SLAB ON GRADE
BEL	BELOW	ETC	ETCETERA	MB	MACHINE BOLT	SPC'G	SPACING
BM	BEAM	EW	EACH WAY	MECH	MECHANICAL	SPECS	SPECIFICATIONS
B or BOT	BOTTOM	EXIST(E)	EXISTING	MEZZ	MEZZANINE	SP	SPACE(S)
BRG	BEARING	EXP	EXPANSION	MF	MOMENT FRAME	SQ	SQUARE
BTWN	BETWEEN	EXT	EXTERIOR	MFR	MANUFACTURER	SSC	SINGLE SHEAR CONNECTOR
BU	BUILT-UP			MIN	MINIMUM	SS	STAINLESS STEEL
BUB	BACK-UP BAR	FIN	FINISH(ED)	MISC	MISCELLANEOUS	STD	STANDARD
CAMB(D)	CAMBER(ED)	FLR	FLOOR	MTL	METAL	STIFF	STIFFENER
CANT	CANTILEVER	FDN	FOUNDATION	MS	MIDDLE STRIP	STL	STEEL
CG	CENTER OF GRAVITY	FLG	FLANGE	(N)	NEW	STRUC	STRUCTURAL
CIP	CAST IN PLACE	FOB	FACE OF BLOCK OR BRICK	NIC	NOT IN CONTRACT	SUPT	SUPPORT
CRSI	CONCRETE REINFORCING STEEL INSTITUTE	FOC	FACE OF CONCRETE	NO (#)	NUMBER	SYMM	SYMMETRICAL
CP	COMPLETE PENETRATION	FOS	FACE OF STUDS	NS	NEAR SIDE	T & B	TOP AND BOTTOM
CL(R)	CENTER LINE	FMG	FRAMING	NTS	NOT TO SCALE	TEMP	TEMPORARY
CLG	CEILING	FS	FAR SIDE	NORM WT	NORMAL WEIGHT	THK	THICK(NESS)
CLR	CLEAR	FT	FOOT	OC	ON CENTER (NOT NECESSARY)	THRD	THREAD
CMU	CONCRETE MASONRY UNIT	FTG	FOOTING	OD	OUTSIDE DIAMETER	THRU	THROUGH
		FG	FINISH GRADE	OF	OUTSIDE FACE	TP	TOP OF PARAPET
COL	COLUMN	GA	GAGE	OH	OPPOSITE HAND	TRANS	TRANSVERSE
CONC	CONCRETE	GALV	GALVANIZED	OMF	ORDINARY MOMENT FRAME	TOC	TOP OF CONCRETE
CONN	CONNECTION	GB	GRADE BEAM	O-O	OUT TO OUT	TOS	TOP OF STEEL
CONT	CONTINUOUS	GL	GRID LINE	OPNG	OPENING	TSG	TAPERED STEEL GIRDER
CS	COLUMN STRIP	GR	GRADE	PARA	PARALLEL	TOW	TOP OF WALL
CRC	COLD ROLLED CHANNEL	HCA	HEADED CONCRETE ANCHOR	PC	PRECAST	TYP	TYPICAL
CTR	CENTER(ED)	HD	HOLD DOWN	PERP	PERPENDICULAR	UNO	UNLESS NOTED OTHERWISE
CTRSK	COUNTERSINK	HDR	HEADER	PJP	PARTIAL JOINT PENETRATION	VERT	VERTICAL
C-C	CENTER TO CENTER	HGR	HANGER	PL (IP)	PLATE	W	WITH
DBL	DOUBLE	HORIZ	HORIZONTAL	PSF	POUNDS PER SQUARE FOOT	WCRSI	WESTERN CONCRETE REINFORCING STEEL INSTITUTE
DET	DETAIL	HSB	HIGH STRENGTH BOLT	PSI	POUNDS PER INCH	WP	WORK POINT
DIA(Ø)	DIAMETER	HS	HIGH STRENGTH	PT	POST TENSIONED(PRESTRESSED)	WPJ	WEAKENED PLANE JOINT
DIA	DIAGONAL	HT	HEIGHT	RAD (R)	RADIUS	WS	WELDED STUDS
DIM	DIMENSION	ID	INSIDE DIAMETER	RBS	REDUCED BEAM SECTION	WT	WEIGHT
DN	DOWN	IF	INSIDE FACE			WWF	WELDED WIRE FABRIC
DO	DITTO (REPEAT)	IMF	INTERMEDIATE MOMENT FRAME				
DP	DEEP						
		IN	INCHES				

NO	DATE	REMARKS	BY	CHKD	APPD

NO	DATE	REMARKS	BY	CHKD	APPD

SCALE: AS SHOWN
DESIGNED: B. MATSUMOTO
DRAWN: B. MATSUMOTO
CHECKED: B. MATSUMOTO

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

NOTES AND ABREVIATIONS

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO, CA 90731-3309

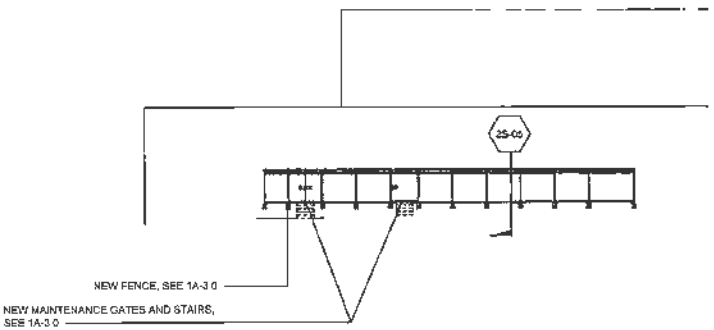
DATE: 1-3458 DWG NUMBER: S-04

243/604
Transmittal No. 1

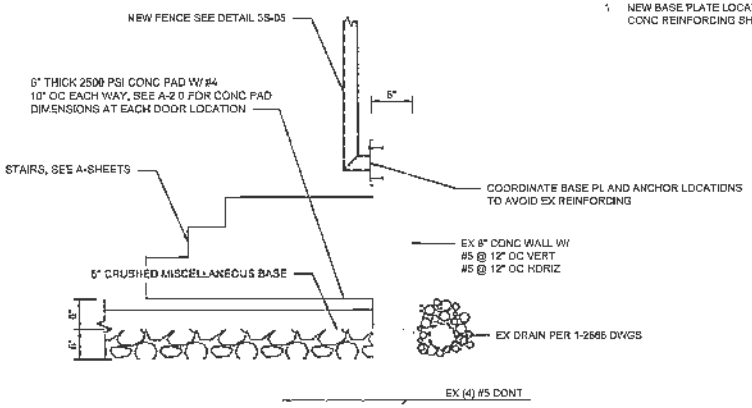
244/604 Transmittal No. 1

GENERAL NOTES:

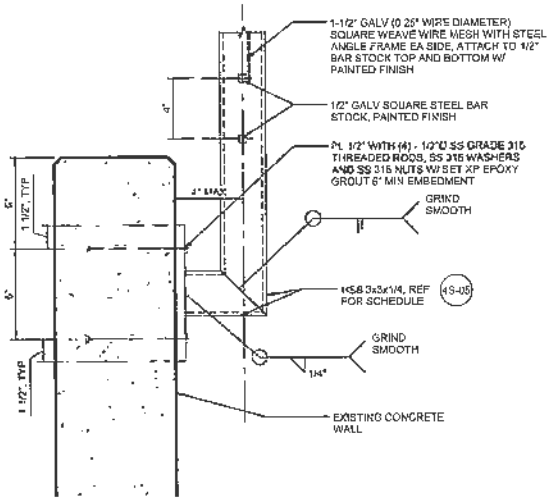
1. NEW BASE PLATE LOCATIONS SHALL AVOID EXISTING CONC WALL REINFORCING. EXISTING CONC REINFORCING SHALL NOT BE DAMAGED



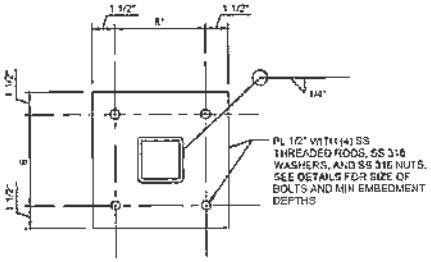
1S-05 / S-05 ELEVATION A
SCALE: 3/32"=1'-0"



2S-05 / 1S-05 TYPICAL CONC WALL SECTION
SCALE: 1"=1'-0"



3S-05 / 2S-05 FENCE POST & ATTACHMENT DETAIL
SCALE: 3"=1'-0"



POST SCHEDULE		
SIZE	MAX HT	SPACING O.C.
HSS 3x3x1/4	5' - 0"	8' - 0"
	8' - 0"	5' - 0"

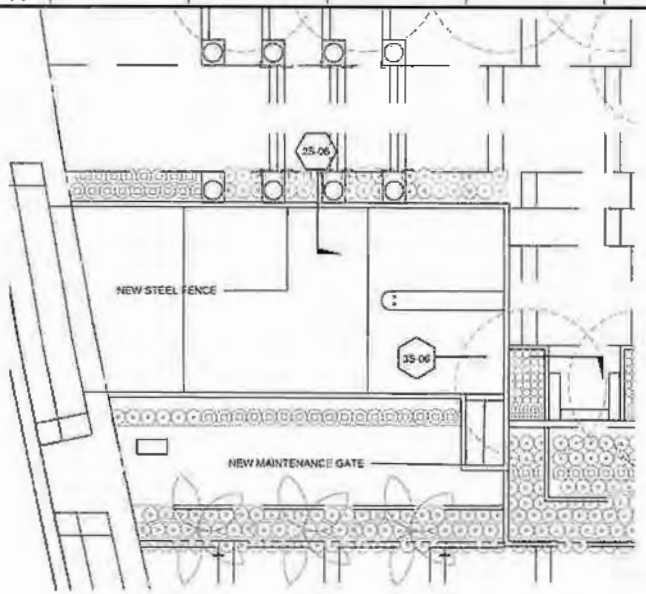
4S-05 / 3S-05, 3S-06 BASE PLATE DETAIL
SCALE: 3"=1'-0"

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

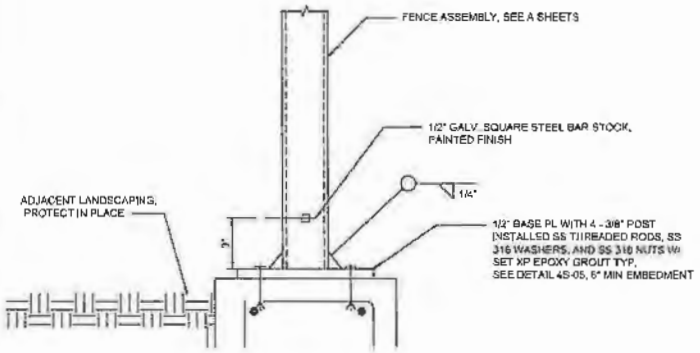
ELEVATION A

THE PORT OF LOS ANGELES
ENGINEERING DIVISION

1-3458 S-05



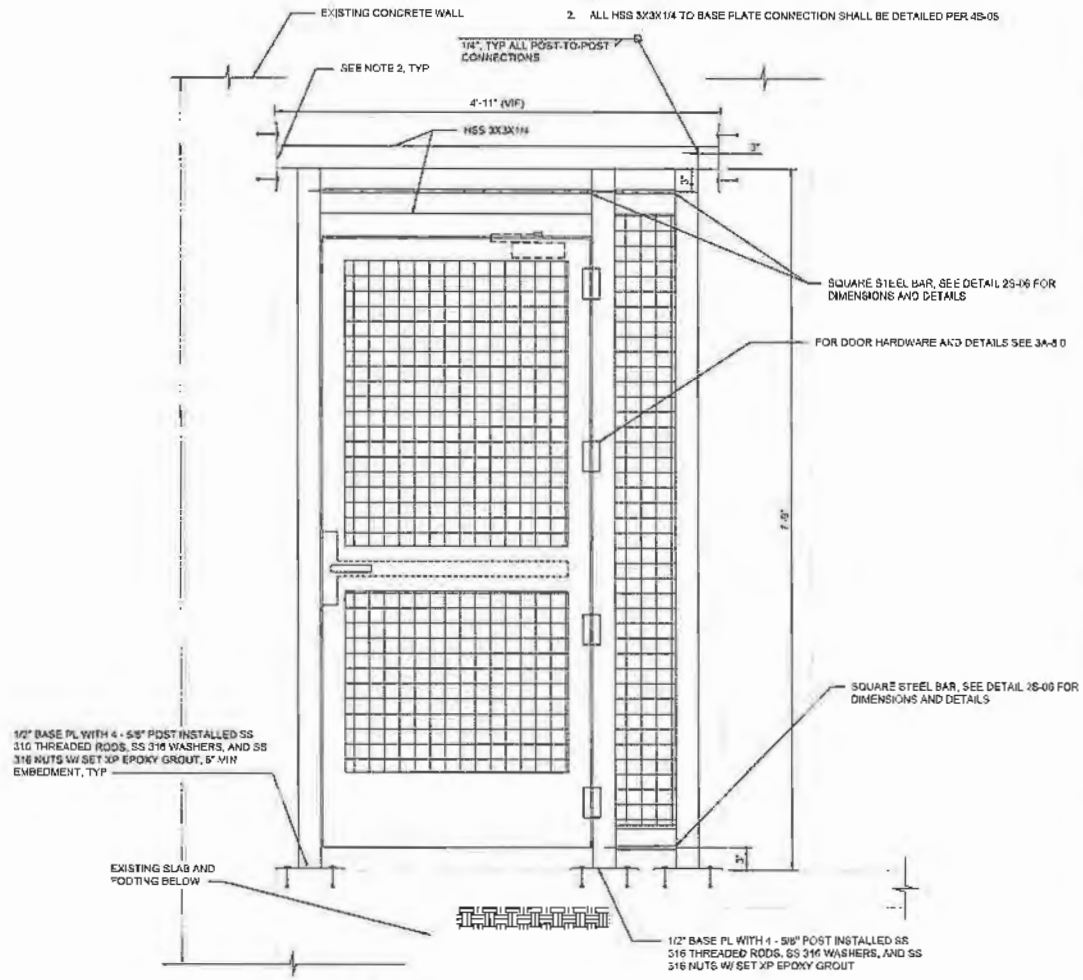
1S-06 / 1S-01 PLAN VIEW
SCALE: 3/32"=1'-0"



2S-06 / 1S-06 TYPICAL FENCE TO WALL CONNECTION
SCALE: 3"=1'-0"

GENERAL NOTES:

1. NEW BASE PLATE LOCATIONS SHALL NOT DAMAGE EXISTING CONCRETE REINFORCING. USE REBAR SCANNER TECHNOLOGY TO LOCATE EXISTING REBAR
2. ALL HSS 3X3X1/4 TO BASE PLATE CONNECTION SHALL BE DETAILED PER 4S-05



3S-06 / 1S-06 FENCE POST AND ATTACHMENT DETAIL
SCALE: 1 1/2"=1'-0"

NO.	DATE	DRAWN	REVISIONS	CHKD	APVD

NO.	DATE	DRAWN	REVISIONS	CHKD	APVD

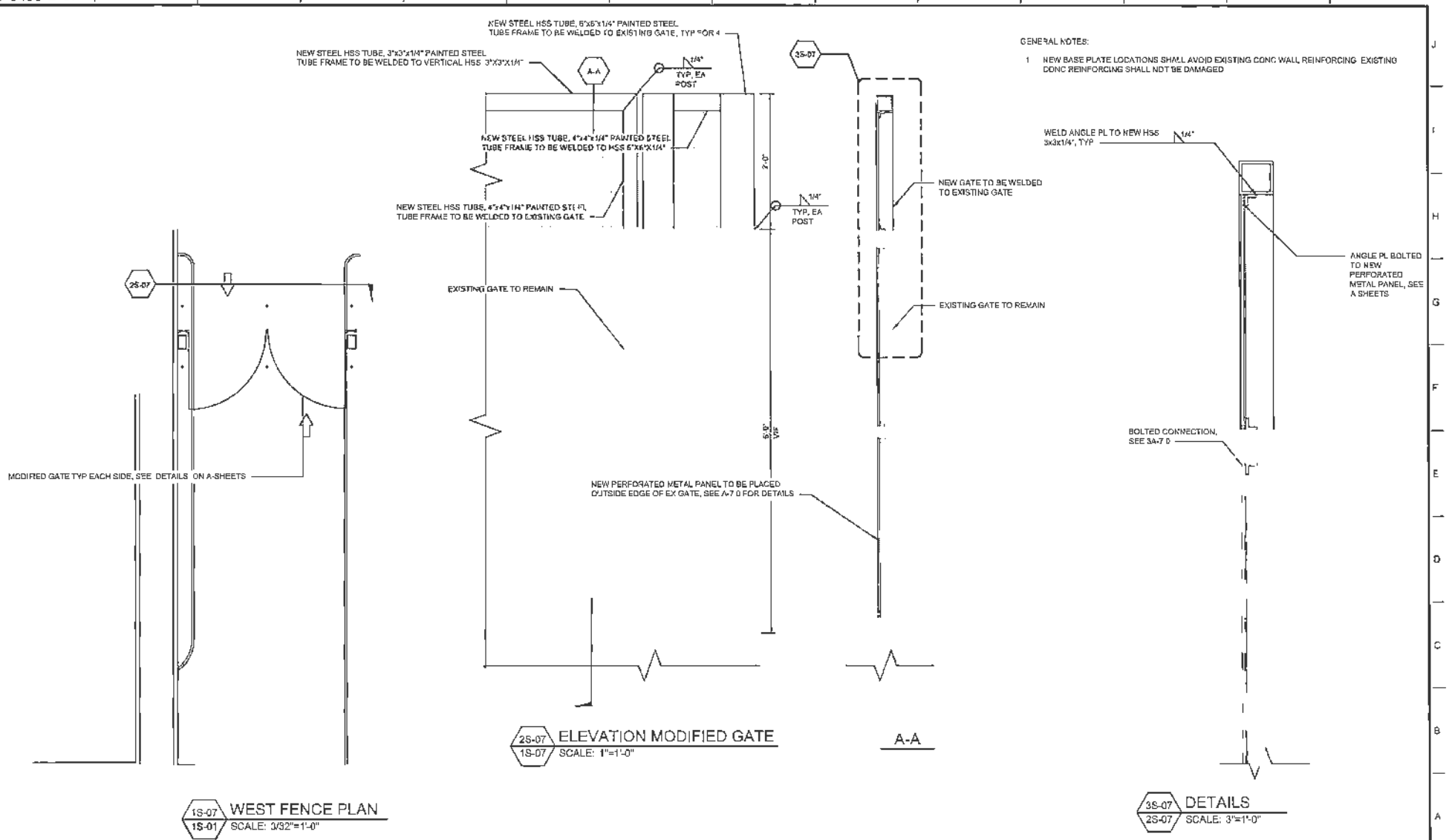
PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

SOUTH FENCE STURCTURAL DETAILS

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

1-3458 | S-06

245/604
Transmittal No. 1



2S-07 / 1S-07 ELEVATION MODIFIED GATE
SCALE: 1"=1'-0"

A-A

1S-07 / 1S-01 WEST FENCE PLAN
SCALE: 3/32"=1'-0"

3S-07 / 2S-07 DETAILS
SCALE: 3"=1'-0"

NO	DATE	DRAWN	REVISIONS	CHKD	APPD

SCALE AS SHOWN
DRAWN D MATSUMOTO
DESIGNED H CHRISTIES
CHECKED B MATSUMOTO
PROJECT MANAGER

CHIEF OF DESIGN

PORT POLICE HEADQUARTERS PERIMETER ENHANCEMENT

NORTH WEST GATE STURCTURAL DETAILS

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3309

CONTRACT NUMBER 1-3458
DRAWING NUMBER S-07

1 2 3 4 5 6 7 8 9 10 11 12 13 14

J H G F E D C B A

246/604
Transmittal No. 1

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
206284	Harbor Dept. Port of Los Angeles
Bidder Name: United Riggers & Erectors, Inc.	
Address: 4188 Valley Blvd. Walnut, CA 91789	
Email Address: bkelley @urenet.com	Phone Number: (909) 978-0400

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Brian D. Kelley
Name

Brian D Kelley
Signature

CEO
Title

3/23/23
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): 206284 Date Bid Submitted: 3/24/23

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Port
Police Headquarters Perimeter Security Enhancements

Awarding Authority (Department awarding the contract): Harbor Dept. Port of Los Angeles

Bidder Name: United Riggers & Erectors, Inc.

Bidder Address: 4188 Valley Blvd. Walnut, CA 91789

Bidder Email Address: bkelley@urenet.com Bidder Phone Number: (909) 978-0400

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
Yes [X] No [ ]

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
Yes [X] No [ ]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 4

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Brian D. Kelley
Name

Brian D Kelley
Signature

CEO
Title

3/23/23
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Brian D. Kelley Title: CEO/CFO
Address: 4188 Valley Blvd. Walnut, CA 91789

Name: Thomas J. Kruss Title: COO
Address: 4188 Valley Blvd. Walnut, CA 91789

Name: Elena Zubiri Title: Secretary
Address: 4188 Valley Blvd. Walnut, CA 91789

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Ace Fence Company

Subcontractor's Address
727 Glendora Ave., La Puente, CA 91744

Please check one of the following options:

This subcontractor has one or more principals. ☑ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Amy Tsui Title: President
Address: 727 Glendora Ave., La Puente, CA 91744

Name: America Tang Title: CFO
Address: 727 Glendora Ave., La Puente, CA 91744

Name: Wayne Wong Title: Treasurer
Address: 727 Glendora Ave., La Puente, CA 91744

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ **Check this box if additional Schedule B pages are attached.**

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.

Vendors who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any bid for goods, materials, supplies, and related services valued in excess of $150,000. The preference will be applied by calculating the bidder's price at 8% less than the quoted price. The Harbor Department will use the applied preference for bid tabulation only. The actual amount paid to the lowest bidder will be the price quoted by the lowest bidder meeting specifications.

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, Vendor shall complete, sign, notarize and submit the attached Affidavit. The Affidavit will signify the LBE status of the Vendor.

In the event of Vendor's noncompliance during the performance of the Contract, Vendor shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Vendor until noncompliance is corrected, and assess the costs of City's audit of books and records of Vendor. In the event the Vendor falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Vendor 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 is true and correct and includes all material information necessary to identify and explain the operations of

United Riggers & Erectors, Inc.

Name of Firm

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

Local Business Preference Program: Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

[X] 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: Brian D Kelley

Title: CEO

Printed Name: Brian D. Kelley

Date Signed: 3/23/23

Revised 07/13/15

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On March 23rd, 2023 before me, Cesia Merary Argueta, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CESIA MERARY ARGUETA
Notary Public - California
Los Angeles County
Commission # 2380046
My Comm. Expires Oct 26, 2025

THE PORT
OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Karen Bass | *Mayor, City of Los Angeles*

Board of Harbor Commissioners | Jaime L. Lee *President* | Edward R. Renwick *Vice President* | Diane L. Middleton *Commissioner* | Lucia Moreno-Linares *Commissioner* | Anthony Pirozzi, Jr. *Commissioner*

Eugene D. Seroka | *Executive Director*

March 15, 2023

REQUEST FOR BID ADDENDUM #1 – PROJECT DESCRIPTION UPDATE

REQUEST FOR BID F-1158

DESCRIPTION: "PORT POLICE HEADQUARTERS PERIMETER SECURITY ENHANCEMENTS"

Project Description is updated as follows, to include Port of Los Angeles Fleet Week Dates for 2024, during which no construction activities will be permitted:

The Los Angeles Harbor Department ("City" or "Department") is soliciting bids for a contractor to fabricate and install, as well as repair as-needed, steel fencing and other steel barriers needed to enhance the physical security of the Los Angeles Port Police Headquarters building. This will require the enhancement of the existing parking structure entrance gates and surrounding areas, the installation of security cages around the gas, water, and fire suppression system piping and components, the repair of existing fencing and barrier structures, and the fabrication and installation of new steel fencing and barriers, to ensure the integrity of the security perimeter. Please note that painting will be carried out by Department personnel. **Due to Department needs during the Port of Los Angeles Fleet Week events, no activities specified in this Request for Bids (RFB) will be permitted from May 16 - June 3, 2023 or from May 19 - June 4, 2024.** The material requirements are estimated as follows (See Attachment B for Plans):

Please address any questions regarding this bid to:

Jacquelyn Estrada
Contracts and Purchasing Division
jestrada@portla.org

All other requirements remain unchanged.

Very respectfully,

JACQUELYN L. ESTRADA
Procurement Analyst

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

United Riggers & Erectors, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4188 Valley Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Walnut, CA 91789

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	5	–	2	4	6	0	8	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ A. McElvain Date ▶ 3/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

5. RESOLUTION NO. _____ - ORDER RESETTING COMPENSATION UNDER CONCESSION AGREEMENT NO. 521 WITH 2500 VIA CABRILLO MARINA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THE PORT OF LOS ANGELES
Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 11, 2023**

FROM: **WATERFRONT & COMMERCIAL REAL ESTATE**

SUBJECT: **RESOLUTION NO. _____ – ORDER RESETTING COMPENSATION UNDER CONCESSION AGREEMENT NO. 521 WITH 2500 VIA CABRILLO MARINA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

SUMMARY:

Staff requests approval of an Order resetting compensation under Concession Agreement No. 521 (CA 521), which grants 2500 Via Cabrillo Marina, LLC, a California Limited Liability Company (Via Cabrillo) the use of approximately 39,531 square feet of City of Los Angeles Harbor Department (Harbor Department) land at 2500 Via Cabrillo Marina, San Pedro, for constructing, operating and maintaining facilities for a convenience restaurant, charter vessel facility, vessel brokerage and insurance offices, other marine-related offices, marina-related retail sales, and incidental purposes. Via Cabrillo owns the improvements located within the premises and remits ground lease payments to the Harbor Department as rent for the land upon which the improvements are located.

Under the proposed Order, effective compensation as of September 1, 2022, will remain at $88,485 per year which is consistent with the annual rent calculated using the change in the Consumer Price Index for all Items, All Urban Consumers for Los Angeles-Long Beach-Anaheim (CPI) as of July 1, 2022. Effective July 1, 2023, and annually thereafter over the five-year reset period, rent will continue to be adjusted by the annual change in CPI.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Approve the Order resetting compensation under Concession Agreement No. 521 for the five-year period from September 1, 2022, through August 31, 2027;

3. Authorize the Board Secretary to attest to the Order resetting compensation to be paid by 2500 Via Cabrillo Marina, LLC pursuant to Section 4(1) of Concession Agreement 521; and

4. Adopt Resolution No. _____.

DISCUSSION:

Background – On September 1, 1987, the Harbor Department entered into CA 521, which has a 50-year term, with Via Cabrillo for land located at 2500 Via Cabrillo Marina in San Pedro. The leasehold premise is inclusive of a 39,531 square foot site that is divided into two parcels. The first parcel encompasses 34,531 square feet of land, which contains tenant-owned improvements that include a 25,115 square foot office building. The second parcel encompasses 5,000 square feet of land that is accessible to the public and is also utilized by the adjacent DoubleTree by Hilton San Pedro (DoubleTree) hotel. This parcel, which is at no charge to the tenant, has been proposed to be removed from CA 521; however, any removal of this 5,000 square foot parcel will be addressed as part of a separate Board item at a later date.

Pursuant to CA 521, compensation was set for the initial ten-year period and was to be reset for each of the subsequent eight five-year periods thereafter over the agreement's 50-year term. Effective September 1, 2007, compensation was converted from a percentage rent framework to the existing fixed rent framework whereby fixed rent for the ground lease is determined every five years based upon prevailing market conditions and adjusted annually by CPI leading up to the next compensation reset date. The following table summarizes the annual rent levels determined under each of the prior resets dating back to September 1, 2007 as well as the corresponding rent per square foot:

	As of 09/01/07	**As of 09/01/12**	**As of 09/01/17**	**Proposed for 09/01/22**
Annual Ground Lease Rent	$62,156	$66,526	$72,329	$88,485
Divide by: Applicable Square Footage	34,531	34,531	34,531	34,531
Equals: Rent psf	**$1.80**	**$1.93**	**$2.09**	**$2.56**

Proposed annual rent of $88,485 for the ground lease was benchmarked relative to market by first calculating Via Cabrillo's ground lease rent as a percentage of total revenues (Ground Lease Ratio) earned by Via Cabrillo's landlord and comparing this percentage to other similar ground lease arrangements in the local market. The following table summarizes the Ground Lease Ratio paid by Via Cabrillo during calendar year 2017 and 2022:

	Calendar Year 2017	**Calendar Year 2022**
Annual Ground Lease Rent	$71,447	$85,322
Divide by: Total Rent Revenues	$414,687	$530,520
Equals: Ground Lease Ratio	**17.2%**	**16.1%**

As a note, the ground lease rent calculated for calendar year 2022 utilizes the effective annual ground lease rent of $82,158.48 paid through June 30, 2022, and effective annual ground lease rent of $88,484.68 paid from July 1, 2022, through December 31, 2022. As noted above, the Ground Lease Ratio has declined from 17.2 percent for calendar year 2017 to 16.1 percent for calendar year 2022. This decrease occurred as Via Cabrillo's landlord increased occupancy from 76 percent in 2017 to 99 percent in 2022 which resulted in a corresponding increase in total rent revenues.

Based upon discussions with Jones Lang LaSalle (JLL), the market range for the Ground Lease Ratio is typically 6 – 8 percent. Therefore, although the Ground Lease Ratio has declined from 17.2 percent to 16.1 percent over the past five years, it still remains well above market. Therefore, staff has determined that annual ground rent of $88,485 as of September 1, 2022, adequately reflects market conditions, and no further upward adjustments are necessary at this time.

Compensation Reset – The proposed Order (Transmittal 1) resets compensation for Via Cabrillo for the five-year period from September 1, 2022 to August 31, 2027. Staff requests that Year 1 compensation will remain at $88,485 which is consistent with the annual rent calculated using the change CPI as of July 1, 2022. Effective July 1, 2023, and annually thereafter over the five-year reset period, rent will continue to be adjusted by the annual change in CPI.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of the order resetting compensation under CA 521 with Via Cabrillo, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Order will set rent under CA 521 at $88,485 per year as of September 1, 2022. Effective July 1, 2023, and annually thereafter over the five-year reset period, rent will increase by the year-over-year change in CPI.

SUBJECT: ORDER RESETTING COMPENSATION WITH VIA CABRILLO

CITY ATTORNEY:

The proposed Order has been reviewed and approved as to form and legality by the Office of the City Attorney.

TRANSMITTAL:

1. Order to Reset Compensation for CA 521

FIS Approval: MB
CA Approval: SO

Michael J. Galvin
MICHAEL J. GALVIN
Director of Waterfront & Commercial Real Estate

Michael DiBernardo
MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:
Marla Bleavins For
EUGENE D. SEROKA
Executive Director

MG: HP: TA
Author: Taji Abdullah
BL998db 2500 Via Cabrillo Marina

Transmittal 1

ORDER NO. _____

An Order of the Board of Harbor Commissioners of the City of Los Angeles resetting the compensation to be paid by VIA CABRILLO MARINA 2500, LLC, a California Limited Liability Company ("Via Cabrillo") pursuant to Concession Agreement No. 521 ("CA 521").

WHEREAS, CA 521 grants Via Cabrillo the use of certain property located at 2500 Via Cabrillo Marina, San Pedro, CA as more particularly described in CA 521. (All references to CA 521 shall include all amendments thereto.)

WHEREAS, compensation under CA 521 is due to be reset for the period from September 1, 2022 to August 31, 2027.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Harbor Commissioners of the City of Los Angeles, as follows:

Section 1. The rent for the five-year period of September 1, 2022 to August 31, 2027 shall be $88,485 annually to be paid monthly in the amount of $7,373.72 per month.

Section 2. Rent shall continue to be subject to annual CPI-U adjustments (but not decrease) on July 1st of each year.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held _____.

_____
AMBER M. KLESGES
Board Secretary

[continued on next page]

THE VIA CABRILLO MARINA 2500, LLC, a California Limited Liability Company hereby consents to the foregoing readjustment of Rent as described above and agrees to pay to the Board of Harbor Commissioners of the City of Los Angeles the adjusted Rent as set forth above during the five-year period September 1, 2022 to August 31, 2027.

Dated: 7/10, 20_

VIA ~~CABRILLO~~ MARINA 2500 LLC

By _____

_____
(Print Name and Title of Officer)

By _____

_____
(Print Name and Title of Officer)

APPROVED AS TO FORM AND LEGALITY
7/10, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, GENERAL COUNSEL

By _____
ESTELLE M. BRAAF, Deputy

6. RESOLUTION NO. _____ - WAIVING THE POTENTIAL CONFLICT FOR BURKE, WILLIAMS & SORENSEN, LLP'S JOINT REPRESENTATION OF CITY AND VOPAK TERMINAL LOS ANGELES INC.

HARBOR DIVISION
425 S. PALOS VERDES ST.
P.O. BOX 151
SAN PEDRO, CA 90733-0151
FACSIMILE
(310) 831-9778
(310) 732-3750

OFFICE OF THE CITY ATTORNEY

HYDEE FELDSTEIN SOTO
CITY ATTORNEY

STEVEN Y. OTERA
GENERAL COUNSEL

JOY M. CROSE
ASSISTANT GENERAL COUNSEL

ESTELLE M. BRAAF
CARL CHEA
BRIAN DALUISO
DEBORAH DORNY
JOHN T. DRISCOLL
JUSTIN HOUTERMAN
JANET KARKANEN
KENNETH F. MATTFELD
HEATHER M. McCLOSKEY
MINAH PARK
HELEN J. SOK
NEILL T. TSENG

DATE: **JULY 7, 2023**

FROM: **OFFICE OF THE CITY ATTORNEY**

SUBJECT: **RESOLUTION NO. _____ - WAIVING THE POTENTIAL CONFLICT FOR BURKE, WILLIAMS & SORENSEN, LLP'S JOINT REPRESENTATION OF CITY AND VOPAK TERMINAL LOS ANGELES INC.**

SUMMARY:

The Office of the City Attorney (Office) requests approval of a conflict-of-interest waiver (Waiver) with Burke, Williams & Sorensen, LLP (Burke Williams) which will allow Burke Williams to jointly represent the Harbor Department and Vopak Terminal Los Angeles (Vopak) in Sanchez v. City of Los Angeles, et al., Case No. 23LBCV00788. Approval of the proposed waiver is not anticipated to have a financial impact on the Harbor Department.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act ("CEQA") under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Formally waive any potential conflict that might arise from Burke, Williams & Sorensen, LLP's joint representation of Harbor Department and Vopak in Sanchez v. City of Los Angeles, et al. Case No. 23LBCV00788;

3. Authorize the Office of the City Attorney to execute a written conflict waiver;

4. Authorize and direct the Board Secretary to transmit the conflict waiver to the City Council for its approval; and

5. Adopt Resolution No. _____.

DISCUSSION:

Burke Williams has requested a waiver of any objection to the potential conflict of interest with respect (1) Burke Williams' representation of the Harbor Department in Sanchez v. City of Los Angeles, et al., Case No. 23LBCV00788 and (2) Burke William's representation of Vopak in various matters including defense of OSHA Citations stemming from Plaintiff Geraldo Sanchez's accident of December 24, 2021 and a wage and hour class action titled, "Marvin Morris v. Vopak Los Angeles Inc., et al." currently pending in Los Angeles Superior Court.

Burke Williams represents the City of Los Angeles ("City") in various matters, including the defense of the City in excessive force and protest cases and unrelated CEQA filings.

In its letter requesting the conflict waiver (Transmittal 1), Burke Williams states that:

> "...To the best of our knowledge and current understanding, [City] and Vopak are not potentially adverse in any of the other matters for which the firm has been retained by [City]."

Vopak will be paying Burke Williams for the defense of the Harbor Department pursuant to the indemnification provision in Vopak's Permit No. 560 and the City's status as additional insured under HDI Global Insurance Company Policy GLD1135612. Internally, the Office of the City Attorney has approved Burke Williams' representation of the City and therefore recommends the Board approve this request for conflict waiver.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a proposed waiver of any potential conflict that might arise from Burke Williams' joint representation of City and its tenant Vopak, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

SUBJECT: WAIVING THE POTENTIAL CONFLICT FOR BURKE, WILLIAMS & SORENSEN, LLP'S REPRESENTATION OF CITY AND VOPAK

FINANCIAL IMPACT:

Approval of the proposed Waiver is not anticipated to have a financial impact on the Harbor Department as Vopak will be paying Burke Williams for the defense of the Harbor Department as provided within Permit No. 560 and the City's status as additional insured under HDI Global Insurance Company Policy GLD1135612.

CITY ATTORNEY:

The Office of the City Attorney has reviewed Burke Williams' request for waiver of potential conflict of interest and finds the Board can make the decision for the firm's representation Sanchez v. City of Los Angeles, et al., Case No. 23LBCV00788 which this Office shall execute following their respective approvals.

TRANSMITTAL:

1. Conflict Waiver Request

FIS Approval: MB

CA Approval: SO

APPROVED:

By _____
STEVEN Y. OTERA
General Counsel, Harbor Department

APPROVED:

By Marla Bleavins
EUGENE D. SEROKA
Executive Director

Transmittal 1

BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street - Suite 2400
Los Angeles, California 90071-2953
voice 213.236.0600 - fax 213.236.2700
www.bwslaw.com

Direct No.: 213.236.2825
Our File No.: 06420-0001
jmcosker@bwslaw.com

July 7, 2023

VIA E-MAIL MPARK@PORTLA.ORG
& U.S. MAIL

Minah Park
Deputy City Attorney
Office of the City Attorney
425 South Palos Verdes Street
San Pedro, California 07753

Re: Claim No.: C22-202727
Claimant: Gerardo Sanchez (adv. City of Los Angeles)
Date of Incident: December 24, 2021
Conflict of Interest Waiver

Dear Ms. Park:

This letter confirms our prior telephone discussion in which I requested a conflict waiver from the City of Los Angeles, and each of its departments or affiliates and subsidiaries including, but not limited to, the Port of Los Angeles ("you" or the "City"), regarding the potential conflict of interest with respect to (1) Burke, Williams & Sorensen LLP's ("firm") representation of you in various matters, including the defense of the City and the Los Angeles Police Department in various excessive force and protest cases, defense of you in unrelated CEQA filings, and the firm's anticipated representation of the City of Los Angeles ("City") in the above-referenced matter involving Vopak Terminal Los Angeles Inc. ("Vopak") employee Geraldo Sanchez.; and (2) the firm's representation of Vopak in various matters including defense of OSHA Citations stemming from employee Geraldo Sanchez's accident of December 24, 2021 and a wage and hour class action styled, "Marvin Morris v. Vopak Los Angeles Inc., et al." currently pending in Los Angeles Superior Court. To the best of our knowledge and current understanding, you and Vopak are not potentially adverse in any of the other matters for which the firm has been retained by you.

This letter formally discloses and seeks the City's informed, written consent to waive the potential conflicts of interest in our joint representation of the City and Vopak in the case involving Geraldo Sanchez.

The firm anticipates that Vopak will be paying the firm for the defense of the City in the above-referenced Gerardo Sanchez adv. City of Los Angeles matter, pursuant to an indemnification provision included in Vopak's lease and/or permit issued by the City. The firm is not aware of any dispute between the City and Vopak regarding the indemnification provision.

Rule 1.7 of the California Rules of Professional Conduct governs the conduct of members of the California State Bar regarding conflicts of interest. Rule 1.7 prohibits attorneys "without informed written consent" to represent a client:

a. "if the representation is directly adverse to another client in the same or a separate matter" or

b. "if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests."

Under Rule 1.7, representation is permitted if all clients provide informed written consent by executing a written conflict of interest waiver and: (1) the firm reasonably believes that it will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a claim by one client against another client represented by the fir in the same litigation.

We hereby confirm to you that, after fully disclosing to you the circumstances of this matter, the firm is able to provide competent and diligent representation to both you and Vopak. Payment of fees by Vopak will not affect our decision making or our obligations under Business & Professions Code section 6068. We further confirm to you that we have sought consent from Vopak and are sending Vopak a similar letter.

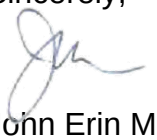
Joint representation does involve certain risks. Jointly represented parties may not claim a privilege relative to one another in this matter. Thus, in the event of a dispute between them, neither the City nor Vopak will be able to prevent one another from learning what the other party may have told us, or what we told the other party. In the usual circumstance, privileges between an attorney and client are not shared with anyone else. Also, the firm may not enter into an aggregate settlement of the litigation without the consent of the other party. If either the City or Vopak refuses to settle or resolve this case, we may have to move to withdraw from representing the City and

Vopak, creating the potential for additional legal fees and expenses by the City to continue with the City's defense thereafter.

Under these circumstances, if you agree on behalf of the City that the firm may undertake the separate, concurrent representations of you and Vopak in the matter described above, and that you are waiving any objection to the potential conflict of interest with respect to such separate, concurrent representations, please indicate your informed consent and waiver by signing below. Also, please return the executed copy to me as soon as possible, keeping a copy for your records. A stamped, addressed envelope is enclosed for return of the signed waiver letter.

Thank you. We look forward to working with you.

Sincerely,



John Erin McOsker

JEM:dvdw

CONFLICT WAIVER

The City of Los Angeles hereby provides informed consent to and waives any objection to the conflict of interest in Burke, Williams & Sorensen LLP's concurrent representation of the City of Los Angeles and Vopak Terminal Los Angeles Inc. as described in the aforesaid circumstances. The law firm is authorized to disclose this letter in the event disclosure is relevant to any judicial, administrative or regulatory proceedings.

Date: July 7, 2023

CITY OF LOS ANGELES

By: _____

Name: _____
Title: _____

7. RESOLUTION NO. _____ - RESOLUTION APPOINTING MICHAEL DIBERNARDO AS THE ALTERNATE MEMBER TO THE GOVERNING BOARD OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

RESOLUTION NO_____

RESOLUTION APPOINTING MICHAEL DIBERNARDO AS THE ALTERNATE MEMBER TO THE GOVERNING BOARD OF THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

WHEREAS, in December 1996, the Los Angeles Board of Harbor Commissioners and the City Council of the City of Los Angeles approved the "Amended and Restated Joint Exercise of Powers Agreement between the City of Long Beach and the City of Los Angeles to be known as the Alameda Corridor Transportation Authority"; and

WHEREAS, Section 4.B of the "Amended and Restated Joint Exercise of Powers Agreement between the City of Long Beach and the City of Los Angeles to be known as the Alameda Corridor Transportation Authority" provides that the alternate member for the Executive Director of the Governing Board shall be a member of the Los Angeles Harbor Department staff; and

WHEREAS, the Los Angeles Board of Harbor Commissioners is the appointing authority for the Port of Los Angeles on the Governing Board of the Alameda Corridor Transportation Authority; and

WHEREAS, the Board desires to appoint Mr. Michael DiBernardo, Deputy Executive Director Marketing and Customer Relations, as the alternate member to the Executive Director;

NOW THEREFORE BE IT RESOLVED that the Los Angeles Board of Harbor Commissioners does hereby appoint Michael DiBernardo as the alternate member to the Executive Director on the Governing Board of the Alameda Corridor Transportation Authority for a term of five (5) years, effective immediately.

I HEREBY CERTIFY THAT the foregoing resolution was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held on _____

AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

June 20, 2023

HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
Heather M. McCloskey, Deputy

8. RESOLUTION NO. _____ - THIRD AMENDMENT TO AGREEMENT NO. 15- 3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC. FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE

THE PORT OF LOS ANGELES

Executive Director's Report to the Board of Harbor Commissioners

DATE: June 14, 2023

FROM: ENGINEERING

SUBJECT: **RESOLUTION NO._____ – THIRD AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC. FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE**

SUMMARY:

Staff requests approval of a Resolution approving Amendment No. 3 to Agreement No. 15-3348 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and Sasaki Associates, Inc. (Consultant) of Boston, Massachusetts, to provide planning, engineering, architectural design, landscape design, and bidding and design support during construction for the Wilmington Waterfront Promenade Project (Project).

The proposed Amendment will extend the term of the Agreement by one year from seven years and ten months currently to eight years and ten months as proposed. In addition, $300,000 will be added to the Agreement which will increase the not-to-exceed compensation from $3,690,000 currently to $3,990,000 as proposed. Amendment No. 3 is required at this time in response to construction delays associated with the Project.

The Harbor Department will continue to be financially responsible for the payment of expenses incurred under the Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with the City Charter Section 1022, the services required can be performed more feasibly by an outside contractor than by City employees;

SUBJECT: AMENDMENT NO. 3 TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES AND SASAKI ASSOCIATES, INC.

3. Approve Amendment No. 3 to Agreement No. 15-3348 between the City of Los Angeles Harbor Department and Sasaki Associates, Inc. for the Wilmington Waterfront Promenade Project (Project) utilizing the same Engineer of Record by adding $300,000 to the compensation for a total not-to-exceed amount of $3,990,000 and adding twelve months to the term of the agreement with a completion date of August 08, 2024;

4. Direct the Board Secretary to transmit Amendment No. 3 to Agreement 15-3348 to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code;

5. Authorize the Executive Director to execute and the Board Secretary to attest to said Amendment for and on behalf of the Board; and

6. Adopt Resolution No. _____.

DISCUSSION:

Background and Context

The Harbor Department continues its commitment to the community to revitalize the LA Waterfront. The Wilmington Waterfront Development Project (WWDP) Environmental Impact Report (EIR), certified on June 18, 2009, has set the framework for this development focusing on the Wilmington community.

The Project is located within the boundaries of railroad tracks to the north, the water's edge to the south, Avalon Boulevard to the east, and Fries Avenue to the west as shown in the site map (Transmittal 1). The Project provides a new waterfront promenade, pedestrian plaza, parking courts, restroom, picnic pier, playground, other public amenities, and the realignment of Water Street. Due to delays in construction of the Project, the anticipated construction will extend beyond the terms of this Agreement resulting in the need for Amendment No. 3 to Agreement No. 15-3348.

Amendment No. 3 will increase compensation for professional design services to provide design and construction support for the following main components:

1. Project elements that were added or changed including modifications to the Banning's Landing area, monument sign modifications, electrical modifications; and tidal step materials and design;

2. Additional design coordination, field visits, and sketches in response to unforeseen items and conflicts in the field; and

3. On-going construction support during extended time of construction.

Amendment No. 3 will add twelve months to the term of the contract for a completion date of August 08, 2024. This will allow the same Engineer of Record to continue to provide design services during construction and the completion of record drawings reflective of the current project scope of work. The Project is scheduled to complete construction in August 2023 followed by as-built drawing review and record drawing preparation.

Scope of Services

Sasaki Associates, Inc. shall provide professional engineering services under this personal services agreement for the Project. The attached (Transmittal 2) includes updates to the contract term and compensation.

Amendment No. 3 extends design support services during construction and project closeout with the same Engineer of Record and adds professional services to the agreement to include future unforeseen engineering design work during construction.

A notice to proceed from the Engineering Division is required prior to the Consultant proceeding with each individual task. The Harbor Department incurs no penalty should the Harbor Department decide not to proceed with any individual task.

Contract Amount and Term

The original Agreement included Compensation for a not-to-exceed amount of $3,190,000 over a term of three years.

Amendment No. 1 to the Agreement increased the term of the Agreement by four years for a total term of seven years. The Compensation remained at $3,190,000.

Amendment No. 2 to the Agreement increased Compensation by $500,000 for a total not-to-exceed amount of $3,690,000 and added ten months to the term for a total term of seven years and ten months.

Proposed Amendment No. 3 to the Agreement increases the Compensation by $300,000 for a total not-to-exceed amount of $3,990,000 and adds twelve months to the term for a total term of eight years and ten months.

SUBJECT: AMENDMENT NO. 3 TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES AND SASAKI ASSOCIATES, INC.

Contract Requirements
Amendment No. 3 to the Agreement is in conformance with both the City Service Contract Worker Retention and Living Wage Ordinances.

Throughout the term of the Agreement, Sasaki Associates, Inc. will maintain compliance with the City of Los Angeles' (City) contracting requirements. Sasaki Associate, Inc.'s overall sub-consultant business enterprise proposal is 25.0% Small Business Enterprise (SBE) and Very Small Business Enterprise combined. This represents $997,500 in services going to these various business enterprises.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of Amendment No. 3 to the Agreement with Sasaki Associates, Inc. to complete design support services for the Wilmington Waterfront Promenade Project, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of Amendment No. 3 will extend the term of the Agreement by twelve months to August 8, 2024 and increase the total not–to-exceed amount by $300,000 from $3,690,000 to $3,990,000. If Amendment No. 3 is approved, spending under the Agreement is expected to occur as follows:

FISCAL YEAR (FY)		AMOUNT
Prior Years:	$	3,690,000
FY 2023/2024:	$	275,000
FY 2024/2025		25,000
Total:	$	3,990,000

Fiscal Year (FY) 2023/2024 funds in the amount of $275,000 are available within Project No. 2533000, Account 54220 (Architectural/Engineering Design), Center 1040, Program 624. Future fiscal year funding will be requested as part of the annual budget adoption process, subject to Board approval. If any subsequent fiscal year funds are not appropriated by the Board for the work required by this Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligations previously incurred. A funding out clause is included in this Agreement.

SUBJECT: **AMENDMENT NO. 3 TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES AND SASAKI ASSOCIATES, INC.**

CITY ATTORNEY:

The Office of the City Attorney has prepared and approved the Amendment as to form and legality.

TRANSMITTALS:

1. Site Plan
2. Third Amendment to Agreement No. 15-3348 (Draft)
3. Agreement No. 15-3348
4. First Amendment to Agreement No. 15-3348
5. Second Amendment to Agreement No. 15-3348

FIS Approval: MB
CA Approval: SO

Dina Aryan-Zahlan

DINA ARYAN-ZAHLAN, P.E.
Chief Harbor Engineer

ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

Author: C. Castro

CC:aw
25330b4

Transmittal 1

WILMINGTON WATERFRONT PROMENADE
SITE MAP

Transmittal No. 1

Transmittal 2

DocuSign Envelope ID: 3745337C-273D-40E5-9D55-9DE5B3F57D7F

THIRD AMENDMENT TO AGREEMENT NO. 15-3348
BETWEEN THE CITY OF LOS ANGELES
AND
SASAKI ASSOCIATES, INC.

THIS THIRD AMENDMENT to Agreement No. 15-3348 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 SASAKI ASSOCIATES, INC., a Massachusetts corporation, whose address is 110 Chauncy Street, Suite 200, Boston, MA 02111 ("Consultant") as follows:

1. Terms defined in Agreement No. 15-3348 shall have the same meanings herein. References herein to "Sections" shall be to sections of the Agreement.

2. Subsection 4.2 is removed in its entirety and replaced with the following:

"4.2 The term of this Agreement shall not exceed eight (8) years and ten (10) months, 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. Eight (8) years and ten (10) months have elapsed from the effective date of the Agreement."

3. Subsection 5.1 is removed in its entirety and replaced with the following:

"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 Three Million Nine Hundred Ninety Thousand Dollars ($3,990,000) to be paid as specified in Exhibit "F-2." If Exhibit "F-2" 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."

4. The Rate Sheet for Sasaki Associates, Inc. attached hereto as Exhibit "F-2" shall replace and supersede Exhibit "F" and Exhibit "F-1" of the Agreement, and all references to Exhibit "F" and Exhibit "F-1" throughout the Agreement shall be replaced with Exhibit "F-2".

5. This Third Amendment to the Agreement shall be effective upon execution by the Executive Director after approval by the Board and the City Council of City.

Except as amended herein, all remaining terms and conditions of Agreement No. 15-3348 shall remain in full force and effect.

////

////

IN WITNESS THEREOF, the parties hereto have executed this Third Amendment to Agreement No. 15-3348 on the date to the left of their signatures.

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

Dated: _____, 2023

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

SASAKI ASSOCIATES, INC.

Dated: June 26, 2023

By _____

James Miner President, Chair of the Board
(Print/type name and title)

By _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
July 13, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
JANET KARKANEN, Deputy

Date:
Contractor/Vendor Name: SASAKI ASSOCIATES, INC.

Account#	54220	W.O. #	2533000
Ctr/Div#	1040	Job Fac.#	228-2600
Proj/Prog#	624		

Budget FY:	Amount:
Prior Years:	$3,690,000.00
FY 2023/2024:	$ 275,000.00
FY 2024/2025:	$ 25,000.00
TOTAL:	$3,990,000.00

For Acct/Budget Div. Use Only

Verified by: Digitally signed by Joanna Ames Date: 2023.06.20 07:57:56 -07'00'

Verified Funds Available: Digitally signed by Frank Liu Date: 2023.06.20 10:04:40 -07'00'

Date Approved: 6/20/23

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EXHIBIT F-2
RATE SHEET FOR
SASAKI ASSOCIATES, INC.

WILMINGTON WATERFRONT PROMENADE

TASKS		
TASK 1 - PROJECT MANAGEMENT AND COORDINATION:		
COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE PAID	$	-
TASK 2 - GEOTECHNICAL ENGINEERING SERVICES:		
Lump Sum		
Task 2 Sub-Total	**$**	**150,000.00**
TASK 3 - CONCEPTUAL PLANNING:		
Lump Sum		
Task 3 Sub-Total	**$**	**364,600.00**
TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS):		
Lump Sum		
Task 4 Sub-Total	**$**	**339,370.00**
TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):		
Lump Sum		
Task 5 Sub-Total	**$**	**541,900.00**
TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):		
Lump Sum		
Task 6 Sub-Total	**$**	**550,810.00**
TASK 7 - SIGNATURE SUBMITTAL:		
Lump Sum		
Task 7 Sub-Total	**$**	**394,318.00**
TASK 8 - BID PHASE SUPPORT:		
Lump Sum		
Task 8 Sub-Total	**$**	**48,800.00**

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EXHIBIT F-2
RATE SHEET FOR
SASAKI ASSOCIATES, INC.

WILMINGTON WATERFRONT PROMENADE

TASKS		
TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:		
Lump Sum		
Task 9 Sub-Total	**$**	**718,363.00**
TASK 10 - PROJECT COORDINATION, DOCUMENTATION, CONTROLS, AND REPORTING:		
Lump Sum		
Task 10 Sub-Total	**$**	**28,400.00**
TASK 11 - AS-NEEDED ENGINEERING DESIGN SERVICES:		
Not to Exceed		
Task 11 Sub-Total	**$**	**593,947.00**
TASK 12 - WATER STEPS REDESIGN:		
Lump Sum		
12.1 Water Steps Concept Alternatives	$	46,248.00
12.2 Water Steps Redesign	$	168,244.00
Task 12 Sub-Total	**$**	**214,492.00**
TASK 13 FLOATING DOCK - TALL SHIPS:		
Lump Sum		
13.1 Floating Dock Concept Alternatives	$	45,000.00
Task 13 Sub-Total	**$**	**45,000.00**
Wilmington Waterfront Promenade Project Total:	**$**	**3,990,000.00**

Transmittal 3

THE PORT
OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti | *Mayor, City of Los Angeles*

Board of Harbor Commissioners | Ambassador Vilma S. Martinez, *President*; David Arian, *Vice President*; Patricia Castellanos; Anthony Pirozzi, Jr.; Edward R. Renwick

Eugene D. Seroka | *Executive Director*

October 14, 2015

Sasaki Associates, Inc.
64 Pleasant Street
Watertown, MA 02472

SUBJECT: RESOLUTION NO. 15-7858 - AGREEMENT 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC. FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE

At its meeting held September 17, 2015, the Board of Harbor Commissioners approved Agreement No. 15-3348 as enclosed for your files.

Please feel free to contact me at 310-732-2642 for any inquires.

Best Regards,

AMBER M. KLESGES
Commission Secretary

Encl.

Transmittal No. 3

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Printed on recycled paper

AGREEMENT NO. 15-3348

BETWEEN THE CITY OF LOS ANGELES
AND
SASAKI ASSOCIATES, INC.

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 Sasaki Associates, Inc., a Massachusetts corporation, whose address is 64 Pleasant Street, Watertown, MA 02472 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including the generation of final plans, specifications and estimates in furtherance of City's ability to advertise construction of the project described in Exhibit "A" hereto ("Project"), which final plans, specifications and estimates hereinafter shall be referred to as "Final PSEs;" 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 "L" on the effective date of this Agreement, or whom Engineer may subsequently approve in writing ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Engineer's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

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

2.6 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to

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

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

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

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

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

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

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

2.13 Consultant shall perform the Scope of Work as expeditiously as possible

and at the time or times required by the Engineer. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in Exhibit "E" 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 Exhibit "E" shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

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

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

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

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

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

4. Effective Date and Term.

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

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

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

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

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

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

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

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not

relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Three Million One Hundred and Ninety Thousand Dollars ($3,190,000) 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 "F" 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 Consultant may not increase the rates set forth in Exhibit "G" by any amount after twelve (12) months of service.

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 Exhibit "J."

9. Indemnity and Insurance.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or

willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

9.2 Indemnification for Design Professional Services

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

9.3 Acceptable Evidence and Approval of Insurance

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

9.4 General Liability Insurance

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

notice of cancellation for any other reasons.

9.5 Automobile Liability Insurance

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

9.6 Workers' Compensation and Employer's Liability

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

9.7 Professional Liability Insurance

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

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

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

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

9.8 Carrier Requirements

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

9.9 Notice of Cancellation

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

9.10 Modification of Coverage

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

9.11 Renewal of Policies

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

9.12 Right to Self-Insure

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

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.

5. Consultant provides the name and address of its claims administrator.

6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.

7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

8. Consultant has complied with all laws pertaining to self-insurance.

9.13 Accident Reports

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

10. Personal Services Agreement.

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

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in

accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

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

12. Affirmative Action.

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

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

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

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

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

14. Conflict of Interest.

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

15. Compliance with Applicable Laws.

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

16. Trademarks, Copyrights and Patents.

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

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in

connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards; officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

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

19. City's Disclosure Obligations.

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

20. Notices.

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

respective parties, notice to City's Harbor Department shall be addressed to Director of Development, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. Taxpayer Identification Number ("TIN").

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

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

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

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

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

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

24. Equal Benefits Policy.

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

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

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or

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

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

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

26. State Tidelands Grants.

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

27. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof;

and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

29. Modification in Writing.

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

30. Waiver.

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

31. Governing Law.

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

32. Severability.

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

33. Jurisdiction.

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

34. Integrated Agreement.

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

35. Exhibits; Sections.

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

36. Counterparts.

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

/ / / / /

/ / / / /

/ / / / /

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: Oct. 9, 2015

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
Secretary

SASAKI ASSOCIATES, INC.

Date: _____

By: _____

Name: ZACHARY CHRISCO

Title: PRINCIPAL, PROJECT MANAGER

Attest: _____

Name: LACHLAN HUGS

Title: ASSOCIATE, PROJECT MANAGER

APPROVED AS TO FORM AND LEGALITY
September 9, 2015
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Helen J. Sok, Deputy/Assistant

Account #	54220	W.O. #	2533000
Ctr/Div #	1040	Job Fac. #	228-2600
Proj/Prog #	624		

Budget FY:	Amount:
15/16	$513,929
16/17	$1,000,000
17/18	$1,000,000
18/19	$676,071
TOTAL	$3,190,000

For Acct/Budget Div. Use Only:

Verified by: _____

Verified Funds Available: _____

Date Approved: 9/3/15

EXHIBIT A

Wilmington Waterfront Promenade

Project Description

The Harbor Department continues its commitment to the community to revitalize the LA Waterfront. The environmental document has set the framework for this development, focusing on the community of Wilmington. The Wilmington Waterfront Development Program (WWDP) EIR was certified in June of 2009.

The development of public waterfront access has been focused on a connection between the community and a "window on the waterfront" at Berths 183 to 186 at the head of Slope 5, adjacent to the existing Banning's Landing Community Center. The design elements included in this project is the waterfront itself, including construction of a promenade and associated open space and infrastructure improvements to make the waterfront a public space.

This project includes a waterfront promenade, a small overlook structure, a pedestrian plaza, a parking court on the western end of the project, realignment of Water Street adjacent to the railroad tracks, and landscaping and parking northwest of Banning's Landing Community Center, as shown in Exhibit 2. The promenade will be approximately 30 feet wide approximately aligned with the existing water's edge, providing public access to the water along the northern edge of Slip 5 and in front of and adjacent to the Banning's Landing Community Center. Approximately 1,200 feet in length, the promenade will provide the "window on the waterfront" for the community of Wilmington and serve as the focal point for other project elements and for future development projects. Connected to the promenade will be a small overlook structure providing an experience to the public of being surrounded by water. Behind the promenade, from Berths 184 to 186, the project will include an approximate 2.5 acre public pedestrian plaza. At Berth 183, an approximate 1.25 acre parking court, also suitable as an event space, will be constructed between the promenade and Water Street. Water Street, currently aligned in an east/west direction just north of the

waterfront, will be realigned into a northeast/southwest orientation parallel to the existing railroad tracks. North of the new plaza, and between the realigned Water Street and Avalon Boulevard, the project will construct a parking lot for Banning's Landing as well as landscaping. All elements shall include architectural features including landscaping, hardscaping, irrigation, signage, lighting, and site furnishings, such as public seating, bollards, trash receptacles, bike racks, and public drinking fountains. The project design shall be based on the WWDP EIR and master plan, as well as the LA Waterfront Design Guidelines, 2011.

Consultant Design Services:

Consultant shall develop architectural vision and plan for the project as described above. The design items identified by the Harbor Department for this task include, but are not limited to, the following: (1) design and alignment of a waterfront promenade, overlook structure, pedestrian plaza, parking court, street realignment, and parking and landscaping, including irrigation, (2) design of lighting, railing, and fencing integrated with the project elements, (3) design of furnishings that will accent the promenade and plaza, (4) provisions for public art, (5) design of a seamless integration with the existing Banning's Landing Community Center, (6) design and coordination of communications infrastructure, including security, Wi-Fi, CATV and/or CCTV, as required (7) electrical design, (8) structural design of the promenade, overlook structure and seawall improvements, and (9) geotechnical engineering services.

Civil design will be based off the architectural plan and will be done by the Harbor Department's Engineering Staff. Consultant shall coordinate with the Harbor Department's Project Manager (PM) and Design Teams. Civil design by the Harbor Department's staff will include civil engineering services for all scope items identified in the Scope of Work/Services/Deliverables. This includes design and documentation of the street realignment, grading, storm drainage, utilities, removal and demolition, and layout plans. Specifications and cost estimating for the civil items will be provided by the Harbor Department to the consultant for inclusion in the Contract Documents. The Harbor Department civil engineer will adhere to the design schedule and procedures as per the consultant's agreement.

2/11/2015

EXHIBIT 2

WILMINGTON WATERFRONT PROMENADE

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3396

313/604

Transmittal No. 3

EXHIBIT B

Wilmington Waterfront Promenade

Scope of Work/Services/Deliverables

The following task descriptions are provided as a guideline for the preparation of a proposal. Detailed project tasks specific to the projects will be developed jointly by the selected Consultant and Harbor Department staff. The scope of services of the Wilmington Waterfront Promenade Project will include planning, engineering, architectural design, landscaping design, and bidding and design support during construction. Consultant shall have qualified personnel and/or subconsultants to accomplish the services requested. Consultant shall be capable of furnishing all professional, technical or expert services as may be necessary to research, analyze, program, diagram, draw, sketch, illustrate, write, explain, and present as necessary or required to complete all assignments, including any optional tasks.

The Scope of Services required is as follows:

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

The Consultant shall provide proficient (i.e. sophisticated, professional, skilled, qualified) project management services throughout the project. This project management effort shall be provided for the following processes: project initiation, project planning and scheduling, project controls, project execution, and project administration and closing. The Consultant shall deal with the project issues including, but not limited to, project integration, project scope development, project management, cost management, quality assurance and control issues, human resource requirements, project communications, and project risk management. The Consultant shall initiate, plan, execute, direct, control, and administer the project by effectively organizing, staffing, directing, integrating, and coordinating the required project tasks and services. These services shall be performed in a professional fashion as per

current project management principals, guidelines, and standards promoted by recognized project management organizations and institutions.

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

A. Project Management Plan - The Consultant shall provide a detailed Project Management Plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the plans, specifications, and estimates (PS&E) packages. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice-To-Proceed (NTP).

B. Quality Control/Quality Assurance Plan - In conjunction with the PMP, the Consultant shall also prepare a Quality Control/Quality Assurance (QC/QA) Plan for this project within 30 days of the first NTP. The QC/QA Plan shall be prepared in accordance with the Harbor Department's minimum requirements, and shall identify procedures for reviewing and checking computations, design drawings, and other submittals specific to the design phase for the Consultant, the Consultant's subconsultants, and the Harbor Department. The QC/QA Plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. The QC/QA Plan shall be included as part of the PMP.

C. Project Schedule – The Consultant shall develop a computerized Critical Path Method (CPM) schedule using Microsoft Project. This schedule shall be created and maintained in close coordination with the Harbor Department's Project Manager (PM). The initial schedule shall be submitted for approval by the Harbor Department's PM 30 days after the first NTP. The schedule shall initially focus on design phase activities, including significant milestones (including 40%, 80%, and 100% design delivery and review periods), permits, utility coordination and related tasks, to allow for effective planning, monitoring, and reporting throughout the project. The schedule shall at a minimum accommodate a 10-business day review period at the 80% design milestone, and an additional 10-business day period to meet and resolve any issues. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals; and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the schedule should coincide with the monthly Project Development Team (PDT) Meetings, where reporting shall take place.

D. Monthly Progress Status Reports and Schedule Updates - The Consultant shall prepare monthly progress status reports that will include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall update and maintain the CPM schedule in accordance with these monthly progress reports. A monthly schedule shall be issued for project progress meetings and other public meetings where project status and the schedule may be an agenda item.

E. Project Development Team Meetings - The Consultant team shall at a minimum, attend two monthly PDT meetings with project stakeholders throughout the project's design duration. The Consultant's Project Manager shall attend each meeting. It is anticipated that various other members of the project team, including subconsultants, shall attend the meetings as needed.

The Consultant shall prepare an agenda and distribute meeting notes, as well as track design contract action items. It is anticipated that each meeting will last approximately two hours. Monthly progress reports shall be presented and discussed at this meeting.

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

G. Assist Harbor Department with External Coordination - Consultant shall coordinate with Harbor Department staff, agencies, adjacent projects, to ensure the proposed project elements and design measures are consistent with the vision of the Wilmington Waterfront Development Program, and the Harbor Department's Sustainability Program and Policies.

H. Assist Harbor Department with Permit Requirements - The Consultant shall assist the Harbor Department in preparing and securing all necessary approvals and permits for this project according to the following assignment of activities. The Harbor Department shall be the primary contact with any agency of jurisdiction (permit, regulatory, funding, or other) and shall pay any needed permit fees directly to the permitting agency. The Consultant shall follow permit requirements per The Port of Los Angeles Permit Guidelines For City Ordinance No. 182330.

1. For permits and permit related activities as described below, the Consultant shall be solely responsible for preparing applications, including providing all required data, support documents, and drawings; completing the application; submitting the permit application after review and approval by the Harbor Department; monitoring the permit progress; and picking up and delivering the permit to the Harbor Department, including, but not limited to:

    a. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Building and Safety (LADBS) including, but not limited to:

        - Plumbing Permit (Irrigation)
        - Use of Land
        - Sign Permit
        - Electrical Permit

    b. Provide all required data, support documents, and drawings for approval of this project by the City of Los Angeles Fire Department

c. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Water and Power including, but not limited to:

   • Recycled Water

d. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Water and Power:

   • Water Permits (Irrigation)

e. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Cultural Affairs

f. All permits and approvals that are under the jurisdiction of the City of Los Angeles Department of Public Works

2. The Harbor Department shall pay fees for all permits required for the project.

3. The Consultant shall contact permit or regulatory agency personnel only when directed by the Harbor Department for the purpose of clarifying technical issues.

4. The Consultant shall coordinate with the Harbor Department prior to answering questions received from permit or regulatory agencies as required to obtain drawing and design approval.

5. When directed by the Harbor Department, the Consultant shall pick up any documents prepared by the Consultant from permit agencies in order to make required corrections and return those documents to the permit agency, all in a timely manner.

6. The Consultant shall prepare a schedule for processing permits required for this project, including all milestones available for monitoring permit progress.

I. Consultant Trips - The Prime Consultant shall provide 100-person trips over the duration of the project. These trips will be tracked with Harbor Department staff at Project Development Team meetings and will be adjusted as needed.

TASK 1 DELIVERABLES

- Detailed project management plan (PMP);
- Quality control/quality assurance (QC/QA) plan;
- Microsoft (MS) Project Critical Path Method (CPM) schedule;
- Monthly written progress reports, including CPM schedule updates;
- Meeting minutes (for all meetings), agendas and updated renderings (which are updated and tracked per meeting);
- Completed permit applications as specified in Section H above; and
- Schedule for the processing of permits required for the project.

TASK 2 – PREPARE GEOTECNICAL SOIL REPORT

Geotechnical investigations and reporting shall include, but not necessarily be limited to:

A. Review of existing geotechnical information in the planning area;

B. Review of the site geology via plan, section, and profiles;

C. Inspection of site to determine existing site conditions;

D. Evaluation of shallow and deep excavations:
   1. Open excavations
   2. Braced excavations

E. Determine quantity of water expected from dewatering operations and design dewatering systems;

F. Design of compacted fills and evaluation of compacted fill's performance;

G. Evaluation of primary and secondary foundation settlement, field and laboratory;

H. Determination of earth pressures acting on walls, bulkheads, and retaining structures;

I. Identification and classification of soil and rock;

J. Field exploration, testing, and instrumentation including additional borings and CPT soundings, landside, as required based upon existing geotechnical explorations and to adequately characterize the subsurface conditions of the site. It is not anticipated that over-water borings will be performed for the project. If the Port requires it, separate budget will be provided later;

K. Laboratory soil testing of selected soil samples collected from the borings;

L. Laboratory testing including index testing, consolidation tests with time plots, soil strength testing, R-Value and CBR tests, compaction tests, and chemical analysis;

M. Analysis of settlement and volume expansion;

N. Seepage analysis and seepage control:

   1. Design of drainage blanket
   2. Design of lining of seepage control
   3. Erosion control;

O. Slope stability and protection, design and analysis;

P. Provide channel embankment analysis and design of shoreline protection;

Q. Evaluation of liquefaction potential, including recommendations on possible prevention, mitigation, and remediation;

R. Determine required shoring for deep excavations;

S. Prepare site characterization reports;

T. Perform geotechnical and seismic analysis and provide recommendations;

U. Perform analysis and provide recommendations for design and construction of guide piles and pile-supported structures, including, but not limited to, wharf structures, outlook structures, and promenade;

V. Develop and monitor indicator pile programs and perform analysis and provide recommendations for submerged and partially submerged retaining structures;

W. Prepare geotechnical reports for submittal to LADBS and the Harbor Department in accordance with City of Los Angeles Ordinance No. 182330;

X. Provide pavement recommendations;

Y. During construction, the Port staff will provide all field testing and observations during earthwork, and the consultant, as the geotechnical engineer of record, will provide the necessary office support (geotechnical RFI review, earthwork report as needed, etc.) to complete earthwork construction;

Z. Provide soil-structure interaction evaluation under static and seismic loading Conditions;

AA. Perform engineering analysis to evaluate the potential for liquefaction based on ASCE7-10 section11.8.3 and develop final geotechnical recommendations;

BB. Provide signed stamped drawings as required for obtaining LADBS permits;

CC. Incorporate all comments received from LADBS and Harbor Department;

DD. During construction of the ground improvements along the wall, the Port staff will provide all field testing and observations. The consultant shall work closely with the Port staff during the initial stages of the ground improvements to develop appropriate field observation guidelines. In addition, the consultant shall provide the necessary office support (geotechnical RFI review, earthwork report as needed, etc.) to complete the ground improvement construction.; and

EE. Infiltration tests for suitability of project site for storm water infiltration Best Management Practice (BMP).

TASK 2 DELIVERABLES

- Three (3) copies of approved geotechnical report;
- All electronic files on CD including calculations, model files, photographs, etc. used to perform the geotechnical analysis and report.

TASK 3 – CONCEPTUAL PLANNING

After written NTP, Consultant shall perform a conceptual study and prepare a written report for the project. Work shall include, but not be limited to:

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

B. Review available survey, coordinate control information and record plans and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade) and existing grades. Provide a list of additional surveys required to be obtained by the Harbor Department's survey forces.

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

D. Planning

1. Identification of planning goals and objectives. Consultant shall identify and analyze issues affecting planning, design, permits/approvals, costs, and construction.

2. Coordinate with all major users and regulatory agencies in the area with regard to their present operations, problems, use conflicts, land use efficiency and future plans. These interviews, with Harbor Department participation, shall include, but are not limited to:

a. Los Angeles City and County Agencies
   - City Planning Department
   - Cultural Affairs Department
   - Building & Safety
   - Public Works
   - Parks & Recreation
   - Fire Department/Fire Station 149
   - Police Department
   - Transportation Department
   - Water & Power
   - Los Angeles County Department of Public Health Services

b. Leaseholders in and around the planning area

E. Review and coordinate planning efforts with adjacent projects including the

Wilmington Waterfront Development Program EIR (June, 2009).

F. Develop detailed project design criteria and identify critical issues, opportunities, and constraints.

G. Prepare Conceptual Design and Cost Estimates;

Consultant shall prepare:

1. One (1) conceptual alternative for the subject Element. This alternative will be based off of the approved Master Plan and Environmental Impact Report for the subject property. The alternative shall include plans, sections, relevant details, cost estimate and schedule. The alternative shall be used to confirm the design intent and assumptions identified in previous planning and design work and shall remain consistent with the Harbor Department's goals.

2. For the marine structural edge and overlook structure, two (2) iterations of the concept alternative may be developed. Each iteration shall include plans, sections, relevant details, cost estimate and schedule.

3. Based on feedback provided by the Harbor Department, a Final Conceptual Design Confirmation documentation shall be provided by the consultant.

4. Draft and final conceptual design confirmation report including all above-mentioned items, with discussions of alternatives considered and recommended, and all Harbor Department comments with appropriate consultant responses and resolutions.

5. Architectural/computer generated base files in AutoCAD for the final concept which are based off of the AutoCAD files created during previous design phases including:

    a. Landscape and hardscape layout
    b. Material selection
    c. Lighting
    d. Site furnishings
    e. Signage

6. Prepare PowerPoint and presentations.

TASK 3 DELIVERABLES

- One (1) conceptual design confirmation plan;
- Preliminary project cost estimates;
- Design and construction schedule;
- Architectural exhibits/artist renderings;
- Landscape, hardscape, material and site furnishing exhibits;
- Construction phasing;
- All electronic files on CD including calculations, model files, photographs, etc.;

- Presentation boards identifying project site and proposed improvements; One (1) public presentation and minor support for other Port sponsored public meetings; and
- Draft and Final Conceptual Design Confirmation Reports

TASK 4 – PREPARE PRELIMINARY DESIGN PHASE (40% Design Plan Documents)

A. Upon completion of the final conceptual design confirmation report, direction provided on the preferred structural alternative by the Harbor Department, and issuance of a written Notice to Proceed from the Engineer, or written provisional notice to proceed with individual elements, Consultant shall perform the preliminary (40%) design utilizing the design documentation performed during the previous design phase.

B. Consultant shall be responsible for all necessary permit plan check submittals and approvals as required by the LADBS and other applicable regulatory agencies with jurisdiction.

C. The preliminary (40%) design submittal shall include, but not necessarily be limited to:

1. 40% design
   a. Site plan;
   b. Site lighting;
   c. Landscaping and irrigation;
   d. Hardscape;
   e. Drinking fountains;
   f. Regulatory Signage;
   g. Site furnishings;
   h. Electrical design;
   i. Wi-Fi, security, CATV and CCTV design.

2. 40% specifications outline (in SpecLink format)

3. 40% cost estimate

4. 40% schedule

TASK 4 DELIVERABLES

- Preliminary architectural plans;
- Preliminary site plan;
- Preliminary construction phasing plans;
- Preliminary irrigation plans;
- Preliminary landscape and hardscape plan;
- Preliminary site/area lighting plans;
- Preliminary electrical plans;
- Preliminary Wi-Fi and security plans;
- Preliminary signage;

- Preliminary construction cost estimate and quantity takeoff;
- Preliminary construction sequencing and schedule;
- Associated reports and analysis work, including basis of design report;
- Preliminary outline of specifications (in SpecLink format);
- PowerPoint presentations, artist renderings, and presentations boards; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.
- Spreadsheet summarizing comments and responses on 40% submittal

TASK 5 – PREPARE EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% Design)

A. Upon review and incorporation of the Harbor Department Engineer's comments from the 40% submittal and issuance of written Notice(s) to Proceed from the Engineer, proceed with 80% design of project.

B. Preparation of contract documents in sufficient detail to provide the information necessary for competitive construction contract bidding for project. The 80% submittal shall include, but not necessarily be limited to:

1. 80% design
   a. Site plan;
   b. Site lighting;
   c. Landscaping and irrigation;
   d. Hardscape;
   e. Drinking Fountains;
   f. Signage;
   g. Site furnishings;
   h. Electrical design; and
   i. Wi-Fi, security, CATV and CCTV design.

2. 80% specifications outline (in SpecLink format)

3. 80% cost estimate

4. 80% schedule

C. Permits and Approvals:

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

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

3. Permits/Approvals for this project include, but are not necessarily limited to:

a. City of Los Angeles, Department of Building & Safety;
b. City of Los Angeles, Fire Department;
c. City of Los Angeles, Department of Public Works;
d. City of Los Angeles, Department of Water & Power;
e. County of Los Angeles, Department of Public Health; and
f. City of Los Angeles Department of Cultural Affairs.

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

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

TASK 5 DELIVERABLES

An 80% version of the following, grouped by contract set, shall be provided to the Harbor Department at the end of this design phase, including:

- Architectural plans;
- Site plans;
- Construction phasing plan;
- Landscape and hardscape plans;
- Irrigation plans;
- Signage plans
- Site/Area lighting;
- Electrical plans;
- Wi-Fi, security, CATV and CCTV design;
- Site Furnishing plans;
- Updated construction cost estimates;
- Updated construction schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications (in SpecLink);
- PowerPoint presentations, artist renderings, presentations boards; and
- Provide electronic formats in CADD, MS Office Documents, ready to print PDFs and hard copies.
- Spreadsheet summarizing comments and responses on 80% submittal

TASK 6 – FINAL DESIGN DOCUMENTS (100% Design)

A. Upon issuance of a written Notice to Proceed from the Engineer, or written provisional notice to proceed with individual elements, and upon review and incorporation of the Harbor Department Engineer's comments from 80% submittal, Consultant shall prepare the final design submittal and respond to, and incorporate all comments received from including, but not limited to, the City of Los Angeles Harbor Department, City of Los Angeles Department of Building and Safety, City of Los Angeles Department of Water and Power, City of Los Angeles Department of Transportation, and the U.S Army Corps of Engineers.

B. Preparation of contract documents in sufficient detail to provide the information necessary for competitive construction contract bidding for project. Assist the Harbor Department in preparation of information for pre-bid conferences and participation in said conferences as requested.

C. Contract documents shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.

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

E. Submit a detailed estimate of the cost based on the bid items and provide a "Class A" estimate.

F. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of Contractor's scheduling submittal.

TASK 6 DELIVERABLES

- Final architectural plans;
- Final site plans;
- Final construction phasing plan;
- Final landscape and hardscape plans;
- Irrigation plans;
- Signage plans;
- Site/area lighting;
- Final electrical plans;
- Final Wi-Fi, security, CATV and CCTV design;
- Site Furnishing plans ;
- Final specifications (in SpecLink format);
- Final construction cost estimate and quantity takeoff;
- Final construction sequencing and schedule;
- Auto CAD files, CDs, etc.;
- All plan check approvals and permits from appropriate agencies; and
- PowerPoint presentations, artist renderings, and presentations boards.
- Spreadsheet summarizing comments and responses on 100% submittal

TASK 7 – PREPARE SIGNATURE SUBMITTAL

A. Following review and incorporation of the Harbor Department Engineer's comments from 100% Submittal QA/QC, original contract documents, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.

B. Preparation of contract documents in sufficient detail to provide the information necessary for competitive construction contract bidding for project.

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

D. Submit to Engineer all final construction quantities, as well as any other calculations used in the design of the project.

TASK 7 DELIVERABLES

- Signature submittal architectural plans (full size vellum, stamped and signed);
- Signature submittal site plans (full size vellum, stamped and signed);
- Signature submittal construction phasing plan (full size vellum, stamped and signed);
- Signature submittal final landscape and hardscape plans (full size vellum, stamped and signed;
- Signature submittal irrigation plans (full size vellum, stamped and signed);
- Signature submittal signage plans (full size vellum, stamped and signed);
- Signature Submittal site/area lighting (full size vellum, stamped and signed);
- Signature submittal electrical plans (full size vellum, stamped and signed);
- Signature submittal WiFi, security, CATV and CCTV plans (full size vellum, stamped and signed);
- Signature submittal site furnishing plans (full size vellum, stamped and signed);
- Signature submittal specs (in SpecLink format), and an unbound original set;
- Auto CAD files, CDs, etc.:
- Final cost estimate;
- Final schedule;
- Final quantities and calculations;
- All plan check approvals and permits from appropriate agencies; and
- Specs (in SpecLink format).

TASK 8 – BID PHASE SUPPORT

A. Consultant shall provide assistance to the Harbor Department during the contract(s) advertising and award process to include the following:

- Attendance at, and development of, project scope presentations for pre-bid meetings;
- Reviewing and providing responses to bidder inquiries;
- Preparing and issuing addendums as needed; and
- Assistance in reviewing bids.

TASK 8 DELIVERABLES

- Addendums;
- Report including bidders' questions and consultant responses; and
- PowerPoint presentations, artist renderings, and presentations boards.

TASK 9 – DESIGN SERVICES DURING CONSTRUCTION

Provide design support during construction. Responsibilities include attending meetings, responding to Contractor RFI (Request for Information), submittals, delta drawings, and other construction support related tasks.

A. Engineering Design Services During Construction - For each design project element PS&E package prepared by Consultant, the Consultant shall provide the following engineering services after the advertisement for bids of the construction contract (the Harbor Department will staff each design project element with a complete construction management team and Consultant's efforts will be in support of the Harbor Department on-site construction management efforts):

1. Office Engineering shall include, but not necessarily be limited to:

a. Assist the Harbor Department in preparation of information for pre-bid conferences and participation in said conferences as requested;

b. Check detailed construction drawings, shop and erection drawings and substitutions submitted by contractors for compliance with permits and contract documents;

c. Review specific non-routine laboratory, shop, and mill test reports of materials and equipment as directed by the Harbor Department;

d. Interpret contract documents in response to RFI from all contractors and building and safety inspectors; and

e. Prepare record drawings per the data supplied by contractors via the Harbor Department's Construction Manager in accordance with the procedures set forth in the Port of Los Angeles' Design Guidelines.

4. Field Engineering shall include, but not necessarily be limited to:

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

b. Observe and report to the Harbor Department on any performance tests required in the contract documents; and

c. Attend final inspections of project's completed construction contracts.

5. Structural Observation

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

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

6. Geotechnical Observation and Testing

a. Consultant shall provide qualified personnel for geotechnical observations as identified in Task 2.

b. This task includes a limited number of field trips at significant construction stages and at completion as required.

TASK 9 DELIVERABLES

- Responses to RFI and said submittals;
- Field reports and "punch lists";
- Contractor submittal and RFI logs;
- Record set/as-build drawings (both electronic and full-size paper); and
- Necessary delta drawings.

TASK 10 – PROJECT, COORDINATION, DOCUMENTATION, CONTROLS AND REPORTING

Consultant shall provide project control and reporting, administrative support, document control and systems support services as directed by the Engineer, to include, but not limited to:

1. Project status reporting and coordination;
2. Program budget support;
3. Documentation system development, data management and distribution;
4. Program/project task list coordination and administration, schedule support;
5. Coordination and administration community outreach support, including multi-media development, management, and documentation;
6. To provide services, support, and coordination for the public workshops, public presentations, and community events; and
7. Construction support including, but not limited to, managing submittals, RFIs and deltas.

TASK 11 – AS-NEEDED ENGINEERING DESIGN SERVICES

This work may include, but is not limited to, technical studies, analysis, conceptual and final designs, and other engineering services as directed by the Engineer. These optional tasks, including PS&E, may be awarded by the Board of Harbor Commissioners upon further definition of project elements.

EXHIBIT C

Sample Form of Directive

Date

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

Attn: (Project Manager)

SUJBECT: DIRECTIVE NO. ___
PROJECT TITLE_____
AGREEMENT NO. _____

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

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

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

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

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

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

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

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

SAMPLE

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

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

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

Sincerely,

Dave Walsh
Chief Harbor Engineer
Engineering Division

ACCEPTED:

_____
(Consultant Name)
Consultant

Date: _____

APRROVED:

_____
ANTONIO V. GIOIELLO
Deputy Executive Director

Date: _____

SAMPLE

EXHIBIT D

Form of Notice to Proceed

(Date)

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

Attention: (Project Manager)

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

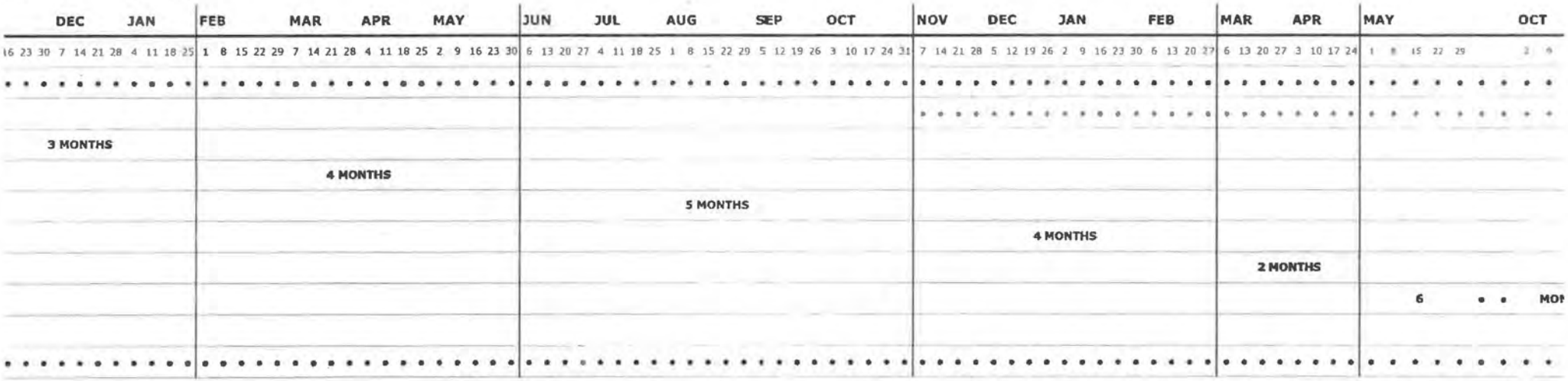
This is to notify and direct you to commence performance of the subject Directive. Enclosed is your set of the executed Directive documents.

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

Very truly yours,

Dave Walsh
Chief Harbor Engineer

Enclosure: Directive No. _____



partles to the contract.

EXHIBIT F

RATE SHEET FOR
SASAKI ASSOCIATES, INC.

WILMINGTON WATERFRONT PORMENADE

TASKS		
TASK 1 - PROJECT MANAGEMENT AND COORDINATION:		
COMPENSATION FOR WORK PERFORMED UNDER THIS TASK WILL BE PAID	$	-
TASK 2 - GEOTECHNICAL ENGINEERING SERVICES:		
Lump Sum		
Task 2 Sub-Total	**$**	**150,000.00**
TASK 3 - CONCEPTUAL PLANNING:		
Lump Sum		
Task 3 Sub-Total	**$**	**364,600.00**
TASK 4 - PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS):		
Lump Sum		
Task 4 Sub-Total	**$**	**339,370.00**
TASK 5 - EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN):		
Lump Sum		
Task 5 Sub-Total	**$**	**541,900.00**
TASK 6 - FINAL DESIGN DOCUMENTS (100% DESIGN):		
Lump Sum		
Task 6 Sub-Total	**$**	**468,315.00**
TASK 7 - SIGNATURE SUBMITTAL:		
Lump Sum		
Task 7 Sub-Total	**$**	**316,990.00**
TASK 8 - BID PHASE SUPPORT:		
Lump Sum		
Task 8 Sub-Total	**$**	**48,800.00**

RATE SHEET FOR
SASAKI ASSOCIATES, INC.

WILMINGTON WATERFRONT PORMENADE

TASKS		
TASK 9 - DESIGN SERVICES DURING CONSTRUCTION:		
Lump Sum		
Task 9 Sub-Total	**$**	**431,625.00**
TASK 10 - PROJECT COORDINATION, DOCUMENTATION, CONTROLS, AND REPORTING:		
Lump Sum		
Task 10 Sub-Total	**$**	**28,400.00**
TASK 11 - AS-NEEDED ENGINEERING DESIGN SERVICES:		
Not to Exceed		
Task 11 Sub-Total	**$**	**500,000.00**
Wilmington Waterfront Promenade Project Total:	**$**	**3,190,000.00**

HOURLY RATES FOR
SASAKI ASSOCIATES, INC.

WILINGTON WATERFRONT PROMENADE

TEAM AND MEMBERS		RATE
Sasaki		
	Gina Ford	$ 350
	Zachary Chrisco	$ 250
	Stephen Hamwey	$ 200
	Sara Cohen	$ 150
Moffatt and Nichol (M&N)		
	Joseph Litchfield	$ 216
	Matt Trowbridge	$ 175
	Omar Jaradat	$ 235
	David Cruz	$ 235
	Ramir Ninofranco	$ 170
Earth Mechanics (EMI)		
	Kandiak (Arul) Arulmoli	$ 244
	S. (Raj) Varatharaj	$ 160
Mia Lehrer + Associates (ML+A)		
	Mia Lehrer	$ 275
	Jan Dyer	$ 175
	Astrid Sykes	$ 150

TEAM AND MEMBERS		RATE
Sean O'Connor Lighting (SOC)		
	Sean O'Connor	$ 300
	David Hahn	$ 225
	Michael Lombardi	$ 185
PacRim Engineering (PRE)		
	Peter Liu	$ 220
	Gilbert Guevara	$ 175
Katherine Padilla & Associates (KPA)		
	Katherine Padilla Otanez	$ 195
	Sam Gennawey	$ 165
	Thelma Herrera	$ 165
Integrated Engineering Management (IEM)		
	Behjat Zanjani	$ 220
	Thomas Kakaiye	$ 175
	Dan Schottlander	$ 160

EXHIBIT H

Company Name & Logo
Address

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

Project Title:
Agreement No.:
Directive No.:

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

Consultant Contact:
Telephone:

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

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance."

_____
Project Manager

MONTHLY SUBCONSULTANT MONITORING REPORT

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

Contract No. | Division | Contractor Administrator

Contractor | *Group | Contract Title/Project

Contract Amount | Start Date | End Date

Total Amount Invoiced to Date

SBE Mandated Participation Percentage | SBE | VSBE

Proposed Subcontractor Percentage | MBE | WBE | OBE | DVBE

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

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount

Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date

Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

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

EXHIBIT I

Transmittal No. 3

Rev 09/24/11

EXHIBIT J

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

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

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

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

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

MAIN OFFICE

LA City Hall	201 N. Main Street, Rm. 101	(213) 473-5901

EXHIBIT K - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding

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

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

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this

ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

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

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT L

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

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

The Harbor Department defines a LBE as:

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

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Sasaki Associats, Inc.

Name of Firm

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

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☒OBE

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

☐ 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: _____ Title: MANAGING PRINCIPAL

Printed Name: ZACHARY CHRISCO Date Signed: 5/15/15

NOTARY:

On this 15th day of May 20 15, before me appeared

Zachary Chrisco to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and did state that he/she was properly authorized by Sasaki Associates, Inc. to execute the affidavit and did so as his or he free act and deed.
Name of Firm

SEAL

Notary Public: _____

Commission Expires: June 13, 2019

DEBRA DOLAN WALLIS
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires June 13, 2019

Transmittal No. 3

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

MLA Green, Inc. d.b.a. Mia Lehrer+Associates

Name of Firm

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

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

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

[X] 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: _____ Title: President

Printed Name: Mia Lehrer, FASLA Date Signed: May 13, 2015

NOTARY:

On this 13 day of May 20 15, before me appeared

Mia Lehrer to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by MLA Events Inc., d.b.a. Mia Lehrer + Associates to execute the affidavit and did so as his or he free act and deed.

Name of Firm

SEAL

MARIA GUADALUPE GONZALEZ
Commission # 2067296
Notary Public - California
Los Angeles County
My Comm. Expires May 5, 2018

Notary Public: _____

Commission Expires: May 5, 2018

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

Moffatt & Nichol

Name of Firm

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

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

☐SBE ☐VSBE ☐MBE ☐WBE ☐DVBE ☒OBE

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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Michael J. McCarthy

Printed Name: Michael J. McCarthy, P.E.

Title: Vice President

Date Signed: April 29, 2015

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 29th day of April, 2015.
Date *Month* *Year*

by (1) Michael J. McCarthy

(and (2) ——),
Name(s) of Signer(s)

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

HOLLY J. WICKENHAGEN
Commission # 2046036
Notary Public - California
Los Angeles County
My Comm. Expires Oct 18, 2017

Signature Holly J Wickenhagen
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Affidavit of Company Status Document Date: 4/29/15

Number of Pages: 2 Signer(s) Other Than Named Above: ——

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Transmittal No. 3

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

Earth Mechanics, Inc.

Name of Firm

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

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

[X] SBE [ ] VSBE [X] MBE [ ] WBE [ ] DVBE [ ] OBE

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Signature: _____ Title: Principal

Printed Name: Kandiah Arulmoli, PhD, PE, GE Date Signed: April 27, 2015

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

State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of 27TH, 2015, by KANDIAH ARULMOLI, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JENNIFER ROVER
COMM. #1956120
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. NOV. 6, 2015

(Seal) Signature _____

Transmittal No. 3
352/604

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

Packim Engineering, Inc.

Name of Firm

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

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

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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____ Title: Principal

Printed Name: Peter Liangbao Liu Date Signed: 5/14/2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 5/14/15 (Date) before me, Xiomara C. Mejia (Here Insert Name and Title of the Officer),

personally appeared Peter Liangbao Liu (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

XIOMARA CRISTINA MEJIA
Commission # 2101546
Notary Public - California
Orange County
My Comm. Expires Feb 27, 2019

Signature _____
Signature of Notary Public

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

Katherine Padilla & Associates (KPA)

Name of Firm

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

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

[X] SBE [X] VSBE [X] MBE [X] WBE [ ] DVBE [ ] OBE

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

☒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: [signature] Title: OWNER

Printed Name: KATHERINE PADILLA Date Signed: MAY 14, 2014

JURAT

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th day of May, 2015,

by Katherine Hope Padilla

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

PAYAM AYAZI
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2081535
MY COMM. EXPIRES OCT. 9, 2018

[signature]
Payam Ayazi (Notary Public)

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

Integrated Engineering Management (IEM)

Name of Firm

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

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

■SBE ■VSBE ☐MBE ■WBE ☐DVBE ☐OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
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  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 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: _____ Title: President

Printed Name: Behjat Zanjani Date Signed: 4-11-14

NOTARY:

On this 11 day of April 20 14, before me appeared

BEHJAT ZANJANI to me personally known, who being duly sworn, did execute the
Name

foregoing affidavit, and di d state that he/she was properly authorized by
IEM to execute the affidavit and did so as his or he free act and deed.
Name of Firm

WILLIAM CIUDADREAL
Commission # 1993792
Notary Public - California
Los Angeles County
My Comm. Expires Dec 15, 2015

SEAL

Notary Public: _____

Commission Expires: DECEMBER 15TH 2015

Transmittal No. 3

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

SEAN O'CONNOR YACHTING

Name of Firm

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

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

☑ SBE ☐ VSBE ☐ MBE ☐ WBE ☐ DVBE ☐ OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
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  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____ Title: BUSINESS DEVELOPMENT

Printed Name: CORT HIGHTOWER Date Signed: 5/12/15

JURAT

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12 day of May,

20 15 by Cort Hightower,

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

ANDREA R D ANTHONY
COMM. #1965339
Notary Public - California
Los Angeles County
My Comm. Expires Dec. 27, 2015

Signature _____ (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Company Status
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date May 12, 2015

None
Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

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

Transmittal No. 3

Consultant Description Form

PRIME CONSULTANT:

Contract Title: San Pedro Waterfront - Town Square and Ports O' Call Promenade and the Wilmington Waterfront Promenade

Business Name: Sasaki Associates, Inc. Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

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

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

Primary NAICS Code: 541320 / 541330 Average Three Year Gross Revenue: $ $52,514,660

Address: 64 Pleasant Street

City/State/Zip: Watertown, MA 02472

Telephone: (617) 926.3300 FAX: (617) 924.2748

Contact Person/Title: Zach Chrisco, Principal

Email Address: zchrisco@sasaki.com

SUBCONSULTANT:

Contract Title: San Pedro Waterfront - Town Square and Ports O' Call Promenade and The Wilmington Waterfront Promenade

Business Name: MLA Green, Inc. d.b.a. Mia Lehrer+Assoc. Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

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

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 541320 Average Three Year Gross Revenue: $ 3,648,209

Address: 3780 Wilshire Boulevard, Suite 250

City/State/Zip: Los Angeles, CA 90010

Telephone: (213) 384.3844 FAX: (213) 384.3833

Contact Person/Title: Holly, Kuwayama, Principal

Email Address: holly@miagreen.com

SUBCONSULTANT:

Business Name: Moffatt & Nichol Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: Engineering services

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 Average Three Year Gross Revenue: $ 397M

Address: 3780 Kilroy Airport Way, Suite 600

City/State/Zip: Long Beach, CA 90806

Telephone: (562) 590-6500 FAX: (562) 590-6512

Contact Person/Title: Michael J. McCarthy, P.E./Vice President

Email Address: mmccarthy@moffattnichol.com

Transmittal No. 3

EXHIBIT I

361/604

SUBCONSULTANT:

Business Name: Earth Mechanics, Inc. Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: Geotechncial and earthquake engineering

Owner's Ethnicity: Asian 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 Average Three Year Gross Revenue: $ 7.5 M

Address: 17800 Newhope Street, Suite B

City/State/Zip: Fountain Valley, CA 92708

Telephone: (714) 751-3826 FAX: (714) 751-3928

Contact Person/Title: Kandiah Arulmoli, PhD, PE, GE/Principal

Email Address: arulmoli@earthmech.com

SUBCONSULTANT:

Business Name: PacRim Engineering Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: Civil and Structural Engineering

Owner's Ethnicity: Asian 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 Average Three Year Gross Revenue: $ 1.9 MIL

Address: 233 W. Cerritos Ave.

City/State/Zip: Anaheim, CA 92805

Telephone: (714) 683-0472 FAX: (714) 683-0460

Contact Person/Title: Roy Kim, Principal

Email Address: rkim@PacRimEngineering.com

SUBCONSULTANT:

Business Name: Katherine Padilla & Associates Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: Community Outreach, community meetings

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

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

Primary NAICS Code: 541820 Average Three Year Gross Revenue: $ 350,000

Address: 440 Tamarac Drive

City/State/Zip: Pasadena, CA 91105

Telephone: (626) 818 3324 FAX: ( ) none

Contact Person/Title: Katherine Padilla Otanez, Owner

Email Address: kpadilla@katherinepadilla.com

SUBCONSULTANT:

Business Name: IEM Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: Cost Estimating, Scheduling, and Specification Coordination

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

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

Primary NAICS Code: 541330, 541690 Average Three Year Gross Revenue: $ 3.4M

Address: 302 W. 5th Street, Suite 207

City/State/Zip: San Pedro, CA 90731

Telephone: (310) 221-0749 FAX: (310) 221-0859

Contact Person/Title: Behjat Zanjani

Email Address: bzanjani@lemcm.com

SUBCONSULTANT:

Business Name: SEAN O'CONNOR LIGHTING Award Total: $ Please see "Cost" (Section 2.3 and 3.3) for award totals by project

Services to be provided: LIGHTING DESIGN

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

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

Primary NAICS Code: 541490 Average Three Year Gross Revenue: $ 1,767,000

Address: 8820 WILSHIRE BLVD, STE 320

City/State/Zip: BEVERLY HILLS, CA 90211

Telephone: (310) 659.5900 FAX: (310) 659.5915

Contact Person/Title: CORT HIGHTOWER / BUSINESS DEVELOPMENT

Email Address: CORT@SEANOCONNORLIGHTING.COM

Transmittal No. 3

EXHIBIT M

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

2/11/2015

EXHIBIT 2

WILMINGTON WATERFRONT PROMENADE

THE PORT OF LOS ANGELES
ENGINEERING DIVISION

Final Evaluation Summary
Wilmington Waterfront Promenade

Criteria for Evaluation:

(A) Firm Qualifications, Experience, and References, (B) Project Organization, Personnel and Staffing, (C) Project Management and Timeline, (D) Rates, Fees and Budget Control, and (E) Clarity and Comprehensiveness of the Proposal

		Raters								
		Rater #1	Rater #2	Rater #3	Rater #4	Rater #5	Subtotal	LBE Points	Total	Rank
Consultant Teams	Sasaki	80	61	80.5	96	96	82.7	5	87.7	1
	Consultant Team #2	90	69	86.5	93	93	86.3	0	86.3	2
	Consultant Team #3	89	69	84	78	85.5	77.1	8	85.1	3
	Consultant Team #4	84	72.5	64	82	80	76.5	8	84.5	4
	Consultant Team #5	88	60	64.5	84	84	76.1	8	84.1	5
	Consultant Team #6	85	62	67.5	84	81	75.9	8	83.9	6
	Consultant Team #7	80	66	63	68	84	72.2	8	80.2	7

Transmittal 4

RECOMMENDATION APPROVED;
RESOLUTION NO. 18-8325 ADOPTED; AND
AGREEMENT 18-3348-A APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS

August 23, 2018

AMBER M. KLESGES
Board Secretary

8/23/18
2

THE PORT OF LOS ANGELES
Executive Director's
Report to the
Board of Harbor Commissioners

DATE: AUGUST 23, 2018

FROM: ENGINEERING

SUBJECT: RESOLUTION NO. 18-8325 FIRST AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC, FOR ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE

SUMMARY:

Staff requests approval of a First Amendment to Agreement No. 15-3348 (Agreement) with Sasaki Associates, Inc. (Consultant), located in Watertown, Massachusetts, to provide planning, engineering, architectural design, landscape design, and bidding & design support during construction of the Wilmington Waterfront Promenade Project (Project). The existing agreement is set to expire on October 8, 2018. This First Amendment, if approved by the Board of Harbor Commissioners (Board) and Los Angeles City Council will increase the Agreement term by an additional four years expiring on October 8, 2022. This additional time will allow the Consultant to complete the Project's design and provide support services during construction. No additional funds are being requested at this time because the Consultant will complete all the required services within the original agreement amount. To date, $1,767,358 of the existing Agreement amount of $3,190,000 has been spent or otherwise allocated to the Project. The Harbor Department will continue to be financially responsible for payment of expenditures under this Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with Charter Section 1022, the work proposed to be contracted could be more feasibly performed by a contractor than by a City employee. Since this proposed amendment does not add a new labor component and the original 1022 determination elements are still accurate, a new 1022 determination is not required;

3. Approve this First Amendment to Agreement No. 15-3348 (First Amendment) with Sasaki Associates, Inc. to extend the Agreement term by four years;

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

4. Authorize and direct the Board Secretary to forward the First Amendment to the Los Angeles City Council for its approval pursuant to Section 373 of the Los Angeles City Charter;

5. Authorize the Executive Director to execute and Board Secretary to attest to the said First Amendment for and on behalf of the Board of Harbor Commissioners; and

6. Adopt Resolution No. 18-8325.

DISCUSSION:

Background/Context - The City of Los Angeles Harbor Department (Harbor Department) continues its commitment to the community to revitalize the LA Waterfront. The Wilmington Waterfront Development Project (WWDP) Environmental Impact Report (EIR), certified in June 18, 2009, has set the framework for this development focusing on the Wilmington community.

On September 17, 2015, the Board approved the original three-year Agreement (Transmittal 1) providing professional services to design a waterfront promenade, pedestrian plaza, a parking court on the western end of the project, realignment of Water Street adjacent to the railroad tracks, and landscaping and parking northwest of Banning's Landing Community Center.

The Harbor Department did not complete design during the original three year Agreement term because the Harbor Department has been in the process of securing property rights to a vital parcel currently owned by the Los Angeles Department of Water and Power (LADWP). This 2.3 acre parcel is required for the construction of the Project. Although substantial progress has been made on the property transaction with LADWP, a final agreement has not been reached. The design and permitting cannot be completed until the Harbor Department acquires rights to this property. Thus, the Project schedule has been delayed beyond the duration of the original three-year Agreement term, and staff is now recommending approval of the First Amendment (Transmittal 2) to extend the term of the Agreement.

Progress To Date - Since the Board approved the Agreement with the Consultant, substantial progress has been made on the design of this Project. The Consultant completed conceptual design, completed the 40 percent and 80 percent design phases, and conducted a public update meeting to share the design progress with the public for the Wilmington Waterfront Promenade Project. Design for this Project is expected to be complete by the end of 2018 and construction to follow in summer of 2019.

First Amendment - Staff recommends that it is in the best interest of the Harbor Department to extend the Agreement term by four years so that the Consultant may complete design and to provide engineering design services throughout the construction period and maintain a single responsible party as Engineer of Record for professional liability.

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

Small Business Enterprise Program and Subconsultant Participation - Throughout the term of the Agreement, the Consultant's overall sub-consultant business enterprise proposal is 25% Small Business Enterprise (SBE) and very Small Business Enterprise combined.

This Agreement is in conformance with both the City's Service Agreement Worker Retention and Living Wage Ordinances.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a First Amendment to Agreement No. 15-3348 with Sasaki Associates, Inc. to provide planning, engineering, architectural design, landscape design, and bidding and design support for the Wilmington Waterfront Promenade Project, which is an administrative activity. Therefore, the Director of Environmental Management had determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

The original Agreement with the Consultant provided for a term of three years with an authority amount of $3,190,000. The proposed First Amendment to this Agreement will extend the Agreement's term by an additional four years and will not increase the authority. The Agreement authority amount will remain at $3,190,000.

If approved, it is contemplated that funds under the Agreement will be expended as follows:

Fiscal Year (FY)	Amount
Spent to date from FY 15/16 to FY 17/18	$1,767,358.48
FY 18/19	$ 600,000.00
FY 19/20	$ 400,000.00
FY 20/21	$ 330,000.00
FY 21/22	$ 50,000.00
FY 22/23	$ 42,641.52
Unallocated Contract Amount	$0
Total	**$3,190,000.00**

Funds for FY 18/19 in the amount of $600,000 have been budgeted in Account No. 54220, Center No. 1040, Program No. 624 and have been approved as part of the annual budget process. The Harbor Department's Financial obligations beyond FY 18/19 are contingent upon the Board's appropriation of funds as part of the annual budget process.

The Project limits are within the Harbor Department property and maintenance will be performed by the Harbor Department. Once the Project is complete, operating and maintenance costs are expected to increase by $300,000 per year.

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

CITY ATTORNEY:

The Office of the City Attorney has reviewed and approved the First Amendment as to form and legality.

TRANSMITTALS:

1. Agreement No. 15-3348
2. First Amendment to Agreement No. 15-3348

CA Approval: _____
FIS Approval: _____

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

ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director, Development

APPROVED:

EUGENE D. SEROKA
Executive Director

HC:kc
PRO25330
25330b2/ID6327

Author: H. Cisneros

Harbor Department
Agreement 18-3348-A
City of Los Angeles

FIRST AMENDMENT TO AGREEMENT NO. 15-3348
BETWEEN THE CITY OF LOS ANGELES
AND
SASAKI ASSOCIATES, INC.

THIS FIRST AMENDMENT to Agreement No. 15-3348 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 SASAKI ASSOCIATES, INC., a Massachusetts corporation, whose address is 64 Pleasant Street, Watertown, MA 02472 ("Consultant") as follows:

1. Subsection 4.2 is removed in its entirety and replaced with the following:

"4.2 The term of this Agreement shall not exceed seven (7) 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. Seven (7) years have elapsed from the effective date of the Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. 15-3348 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 15-3348 on the date to the left of their signatures.

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

Dated: Oct. 10, 2018

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

SASAKI ASSOCIATES, INC.

Dated: 8/1, 2018

By _____
Steven Rasch, CFC
(Print/type name and title)

Attest _____
ZACHARY CHRISCO, PRINCIPAL
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

August 13, 2018

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
JUSTIN HOUTERMAN, Deputy

JH/ila 07/30/2018

Rev. 06/23/14

Account #	54220	W.O. #	2533000
Ctr/Div #	1040	Job Fac. #	228-2600
Proj/Prog #	624		

Budget FY:	Amount:
15/16	$ 328,140.00
16/17	$ 942,590.60
17/18	$ 496,627.88
18/19	$ 600,000.00
19/20	$ 400,000.00
20/21	$ 330,000.00
21/22	$ 50,000.00
22/23	$ 42,641.52
TOTAL	$3,190,000.00

For Acct/Budget Div. Use Only:

Verified by: _____

Verified Funds Available: N/A

Date Approved: 8/2/18

Transmittal 5

THE PORT
OF LOS ANGELES
425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti | *Mayor, City of Los Angeles*

Board of Harbor Commissioners: Jaime L. Lee, *President*; Edward R. Renwick, *Vice President*; Diane L. Middleton, *Commissioner*; Lucia Moreno-Linares, *Commissioner*; Anthony Pirozzi, Jr., *Commissioner*

Eugene D. Seroka | *Executive Director*

September 23, 2021

Sasaki Associates, Inc.
c/o WeWork
711 Atlantic Ave.
6th Floor
Boston, Ma. 02111

Attn: Mr. Sam Lee

SUBJECT: RESOLUTION NO. 21-9850 – PROPOSED SECOND AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC., FOR THE ENGINEERING, ARCHITECTURAL. AND LANDSCAPE DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROJECT

Enclosed is one (1) executed original of Agreement 21-3348-B between the City of Los Angeles Harbor Department and Sasaki Associates, Inc., for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES
Commission Secretary

4/
7.1.21

**RECOMMENDATION APPROVED;
RESOLUTION 21-9850 ADOPTED; AND
AGREEMENT 21-3348-B APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS**

July 1, 2021

AMBER M. KLESGES
Board Secretary

THE PORT OF LOS ANGELES
Executive Director's
Report to the
Board of Harbor Commissioners

DATE: **JUNE 15, 2021**

FROM: **ENGINEERING**

SUBJECT: **RESOLUTION NO. 21-9850 SECOND AMENDMENT TO AGREEMENT NO. 15-3348 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND SASAKI ASSOCIATES, INC, FOR THE ENGINEERING, ARCHITECTURAL, AND LANDSCAPING DESIGN SERVICES FOR THE WILMINGTON WATERFRONT PROMENADE**

SUMMARY:

Staff requests the Board of Harbor Commissioners (Board) adopt a Resolution approving the Second Amendment to Agreement No. 15-3348 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and Sasaki Associates, Inc. (Consultant) of Watertown, Massachusetts, to provide planning, engineering, architectural design, landscape design, and bidding and design support during construction for the Wilmington Waterfront Promenade Project (Project). The original agreement was approved by the Board on September 17, 2015 for the amount of $3,190,000.

The Second Amendment will allow the Harbor Department to complete design support services during construction with the same Engineer of Record, adds professional services to the agreement to include unforeseen engineering design work during construction, adds $500,000 in compensation for a total not-to-exceed amount of $3,690,000, and extends the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months. The Harbor Department will continue to be financially responsible for expenses incurred under the Agreement.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with the Los Angeles City Charter Section 1022, the services required can be performed more feasibly by an outside contractor than by City employees;

same Engineer of Record, add $500,000 to the compensation for a total not-to-exceed amount of $3,690,000, and extend the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months;

4. Direct the Board Secretary to transmit the Second Amendment to Agreement No. 15-3348 to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code;

5. Authorize the Executive Director to execute and Board Secretary to attest to said Second Amendment for and on behalf of the Board; and

6. Adopt Resolution No. 21.9850.

DISCUSSION:

Background/Context - The City of Los Angeles Harbor Department continues its commitment to the community to revitalize the LA Waterfront. The Wilmington Waterfront Development Project (WWDP) Environmental Impact Report (EIR), certified on June 18, 2009, has set the framework for this development focusing on the Wilmington community.

On September 17, 2015, the Board approved the original three-year Agreement providing professional services to design a waterfront promenade, pedestrian plaza, parking courts, realignment of Water Street adjacent to the railroad tracks, and landscaping. At the meeting on August 23, 2018, the Board of Harbor Commissioners approved the First Amendment with Sasaki Associates, Inc. The First Amendment extended the Agreement term by four (4) years. No additional compensation was added in the First Amendment.

Additional time for the Agreement is required to ensure that the Harbor Department completes and maintains consistent design support services during construction with the same Engineer of Record for construction. The construction phasing required to realign Water Street, and to place and compact the large fill mound before the improvements can be constructed, extended the construction duration beyond the term of the Agreement and the First Amendment. Staff recommends the Harbor Department amend the current Agreement in order to provide continuity of engineering design and engineering support services during the construction period and maintaining a single responsible party as Engineer of Record for professional liability.

In Addition, this Second Amendment increases the professional liability insurance requirements to $5,000,000, which covers work to be performed pursuant to this Agreement.

Progress To Date - Since the Board approved the Agreement, and subsequent First Amendment, substantial progress has been made. The Consultant has completed design, the project was bid and awarded for construction, and construction has started on the Wilmington

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

Waterfront Promenade Project. Construction started on November 26, 2020, and is scheduled to be completed on March 16, 2023.

Second Amendment – The proposed Second Amendment will extend the Agreement by ten (10) additional months, for a total of seven (7) years and ten (10) months, to August 8, 2023. Additionally, the proposed Second Amendment will add $500,000 to the total compensation for additional professional services, including unforeseen engineering design work during construction, for a total not-to-exceed amount of $3,690,000.

Small Business Enterprise Program and Subconsultant Participation - Throughout the term of the Agreement, the Consultant's overall sub-consultant business enterprise proposal is 25% Small Business Enterprise (SBE) and Very Small Business Enterprise (VSBE) combined.

This Agreement is in conformance with both the City's Service Agreement Worker Retention and Living Wage Ordinances.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of a Second Amendment to Agreement No. 15-3348 with Sasaki Associates, Inc. to complete design support services for the Wilmington Waterfront Promenade Project, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Second Amendment will increase compensation authority by $500,000 from $3,190,000 currently to $3,690,000 as amended. In addition, the proposed Second Amendment will also increase the term of the Agreement by 10 months from seven years currently to seven years and ten months as amended.

If approved, it is contemplated that funds under the Agreement will be expended as follows:

Fiscal Year (FY)	**Amount**
Spent to date from FY 15/16 to FY 20/21	$2,999,966.00
FY 21/22	$140,000.00
FY 22/23	$300,000.00
FY 23/24	$250,034.00
Total	**$3,690,000.00**

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. 15-3348 WITH SASAKI ASSOCIATES, INC.

Funds for FY 21/22 in the amount of $140,000.00 have been budgeted in Account No. 54220 (Architect/Engineer Design Support), Center No. 1040, Program No. 624. Funds for future fiscal years will be requested to be budgeted as part of the annual budget process, upon Board approval. Upon project completion, the Harbor Department will continue to be responsible for maintenance and operating costs associated with the Wilmington Waterfront Promenade.

CITY ATTORNEY:
The Office of the City Attorney has prepared and approved the Second Amendment as to form and legality.

TRANSMITTALS:

1. Second Amendment to Agreement No. 15-3348 21-3348-S
2. Agreement No. 15-3348
3. First Amendment to Agreement No. 15-3348

FIS Approval: MB (initials)
CA Approval: _____ (initials)

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

ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director, Development

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

Author: H. Cisneros

HC:aw
25330b3

Agmt 21-3348-B

SECOND AMENDMENT TO AGREEMENT NO. 15-3348
BETWEEN THE CITY OF LOS ANGELES
AND
SASAKI ASSOCIATES, INC.

THIS SECOND AMENDMENT to Agreement No. 15-3348 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 SASAKI ASSOCIATES, INC., a Massachusetts corporation, whose address is 64 Pleasant Street, Watertown, MA 02472 ("Consultant") as follows:

1. Terms defined in Agreement No. 15-3348 shall have the same meanings herein. References herein to "Sections" shall be to sections of the Agreement.

2. Subsection 4.2 is removed in its entirety and replaced with the following:

"4.2 The term of this Agreement shall not exceed seven (7) years and ten (10) months, 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. Seven (7) years and ten (10) months have elapsed from the effective date of the Agreement."

3. Subsection 5.1 is removed in its entirety and replaced with the following:

"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 Three Million Six Hundred Ninety Thousand Dollars ($3,690,000) to be paid as specified in Exhibit "F-1." If Exhibit "F-1" 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."

4. The Rate Sheet for Sasaki Associates, Inc. attached hereto as Exhibit "F-1" shall replace and supersede Exhibit "F" of the Agreement, and all references to Exhibit "F" throughout the Agreement shall be replaced with Exhibit "F-1".

5. Section 9.7 is removed in its entirety and replaced with the following:

"9.7 Professional Liability Insurance

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

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars ($5,000,000), which covers work to be performed pursuant to his Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

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

6. This Second Amendment to the Agreement shall be effective upon execution by the Executive Director after approval by the Board and the City Council of City.

Except as amended herein, all remaining terms and conditions of Agreement No. 15-3348 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 15-3348 on the date to the left of their signatures.

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

Dated: August 25, 2021

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

SASAKI ASSOCIATES, INC.

Dated: June 16, 2021, 2021

By _____
James Miner (Jun 16, 2021 14:26 EDT)

James Miner, President / Chair of the Board
(Print/type name and title)

By _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
June 16, 2021
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____ for
JANET KARKANEN, Deputy

JLK/la 06/16/2021

Date:
Contractor/Vendor Name: SASAKI ASSOCIATES, INC.

Account#	54220	W.O. #	2533000
Ctr/Div#	1040	Job Fac.#	228-2600
Proj/Prog#	624		

Budget FY:	Amount:
15/16	$ 328,140.00
16/17	$ 942,590.60
17/18	$ 496,627.88
18/19	$ 235,484.50
19/20	$ 647,123.02
20/21	$ 350,000.00
21/22	$ 140,000.00
22/23	$ 300,000.00
23/24	$ 250,034.00
TOTAL	$3,690,000.00

For Acct/Budget Div. Use Only

Verified by: M. Ygalde Digitally signed by Melody Ygalde Date: 2021.06.04 09:20:22 -07'00'

Verified Funds Available: Digitally signed by Frank Uu Date: 2021.06.04 09:37:58 -07'00'

Date Approved: 6/4/2021

EXHIBIT F-1
RATE SHEET FOR
SASAKI ASSOCIATES, INC.

WILMINGTON WATERFRONT PROMENADE

TASKS	
TASK 1 – PROJECT MANAGEMENT AND COORDINATION:	
TASK 2 – GEOTECHNICAL ENGINEERING SERVICES: Lump Sum **Task 2 Sub-Total**	**$ 150,000.00**
TASK 3 – CONCEPTUAL PLANNING: Lump Sum **Task 3 Sub-Total**	**$ 364,600.00**
TASK 4 – PRELIMINARY DESIGN PHASE (40% DESIGN PLAN DOCUMENTS): Lump Sum **Task 4 Sub-Total**	**$ 339,370.00**
TASK 5 – EIGHTY PERCENT CONSTRUCTION DOCUMENTS (80% DESIGN): Lump Sum **Task 5 Sub-Total**	**$ 541,900.00**
TASK 6 – FINAL DESIGN DOCUMENTS (100% DESIGN): Lump Sum **Task 6 Sub-Total**	**$ 550,810.00**
TASK 7 – SIGNATURE SUBMITTAL: Lump Sum **Task 7 Sub-Total**	**$ 394,318.00**
TASK 8 – BID PHASE SUPPORT: Lump Sum **Task 8 Sub-Total**	**$ 48,800.00**
TASK 9 – DESIGN SERVICES DURING CONSTRUCTION: Lump Sum **Task 9 Sub-Total**	**$ 655,618.00**
TASK 10 – PROJECT COORDINATION, DOCUMENTATION, CONTROLS, AND REPORTING: Lump Sum **Task 10 Sub-Total**	**$ 28,400.00**
TASK 11 – AS-NEEDED ENGINEERING DESIGN SERVICES: Not to Exceed **Task 11 Sub-Total**	**$ 356,692.00**
TASK 12 – WATER STEPS REDESIGN: Lump Sum 12.1 Water Steps Concept Alternatives 12.2 Water Steps Redesign **Task 12 Sub-Total**	$ 46,248.00 $ 168,244.00 **$ 214,492.00**
TASK 13 – FLOATING DOCK – TALL SHIPS: Lump Sum 13.1 Floating Dock Concept Alternatives **Task 13 Sub-Total**	$ 45,000.00 **$ 45,000.00**
Wilmington Waterfront Promenade Project Total:	**$3,690,000.00**

Presentation

Agreement No. 15-3348 with Sasaki

Third Amendment

Wilmington Waterfront Promenade

THE PORT OF LOS ANGELES

July 20, 2023

Project Information

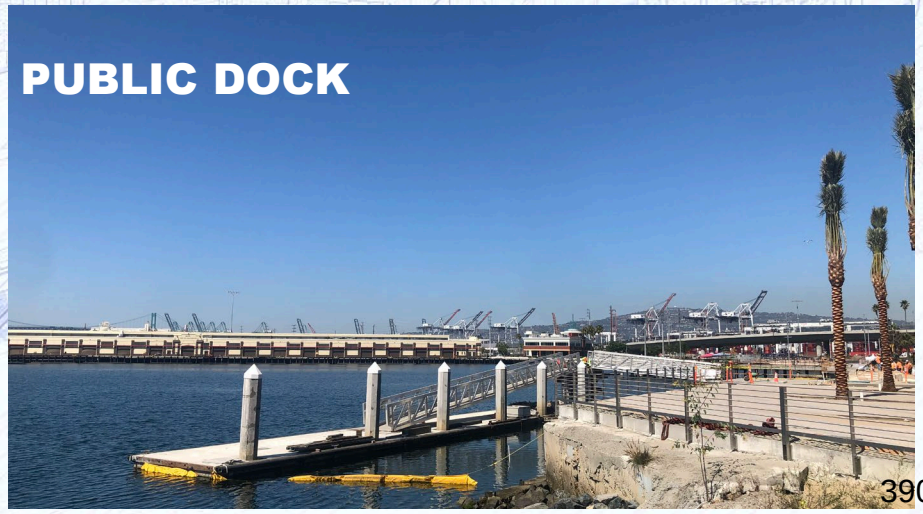
Construction Started: **November 2020**

Construction Completion: **September 2023**

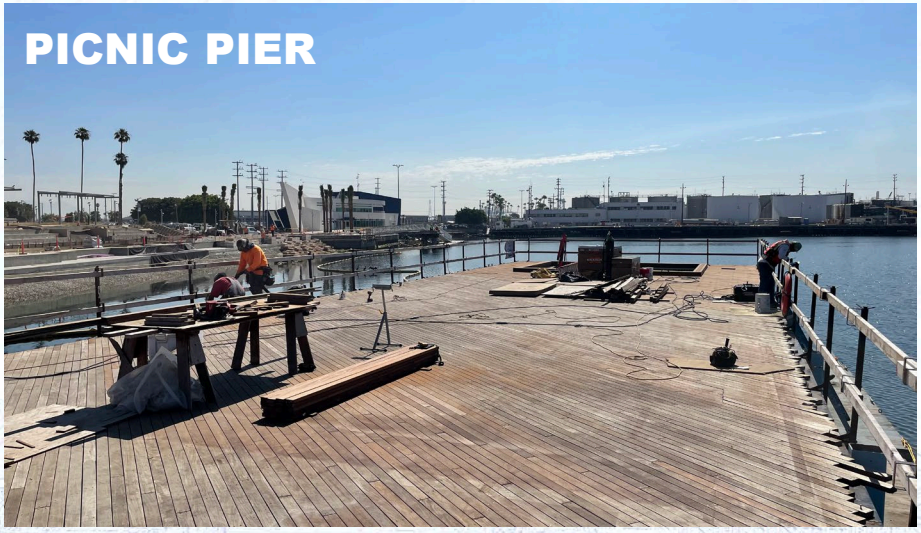
TOTAL PROJECT COST: **$77,300,000**

THE PORT OF LOS ANGELES

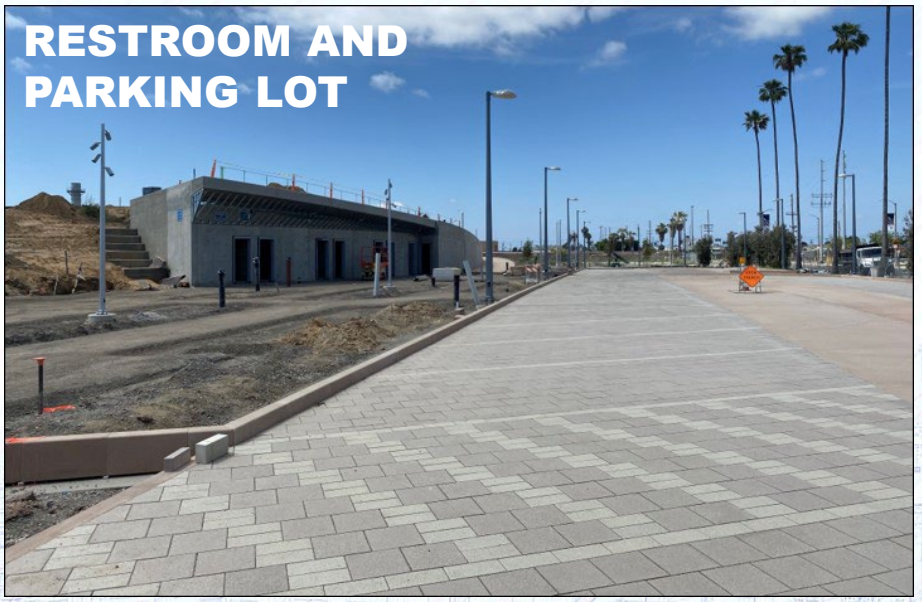
Project Photos



Project Photos



Project Photos



Board Request

Third Amendment to Agreement No. 15-3348 with Sasaki Associates, Inc. to provide Professional Design Services for the Wilmington Waterfront Promenade

- Additional 12 Months
- Additional $300,000

Thank you

9. RESOLUTION NO. _____ - APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 22-9878 BETWEEN SWA GROUP, INC, AND THE CITY OF LOS ANGELES HARBOR DEPARTMENT FOR THE SAN PEDRO WATERFRONT CONNECTIVITY PLAN

THE PORT OF LOS ANGELES
Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 6, 2023**

FROM: **WATERFRONT & COMMERCIAL REAL ESTATE**

SUBJECT: **RESOLUTION NO. _____ – APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 22-9878 BETWEEN SWA GROUP, INC, AND THE CITY OF LOS ANGELES HARBOR DEPARTMENT FOR THE SAN PEDRO WATERFRONT CONNECTIVITY PLAN**

SUMMARY:

Staff requests approval of the First Amendment to Agreement No. 22-9878 with SWA Group, Inc. (SWA) to add scope to the San Pedro Waterfront Connectivity Plan (Connectivity Plan) by conducting broader community engagement within the San Pedro community; to increase the not-to-exceed amount by $40,000 from $498,000 to $538,000; and to extend the one year term of the agreement by four months from August 17, 2023, to December 17, 2023.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Find that, in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees;

3. Approve the First Amendment to Agreement No. 22-9878 with SWA;

4. Authorize the Executive Director to execute and the Board Secretary to attest to the said Agreement for and on behalf of the Board; and

5. Adopt Resolution No. ____.

DISCUSSION:

Background – In 2019, the City of Los Angeles Harbor Department (Harbor Department) solicited input from Port of Los Angeles stakeholders regarding the selection of potential projects to be funded by the Public Access Plan. The San Pedro Chamber of Commerce and all three San Pedro Neighborhood Councils approved separate formal motions that included the creation of the Connectivity Plan. The Connectivity Plan will be a planning

document that analyzes existing waterfront public access and private development progress. Additionally, it will provide a conceptual program to guide future Port improvements and private development sites into a network of well-connected, multi-use spaces accessible to the public.

The following list represents procurement milestones, which have been completed, for the Connectivity Plan.

- October 11, 2021: The Harbor Department published a Request for Proposal (RFP) for the Connectivity Plan. The RFP solicited proposals for consultant services in urban design, planning, architecture, landscape, and public transportation to develop the Connectivity Plan. Of the 11 proposers who responded to the RFP, SWA achieved the highest score.
- July 28, 2022: The Board approved Agreement No. 22-9878 with SWA.
- August 18, 2022: The Harbor Department entered into Agreement No. 22-9878 with SWA. Currently, the term is for one year, August 18, 2022, to August 17, 2023, and the not-to-exceed amount is $498,000.

Proposed Amendment – In preparation for public presentation of a draft plan to the Board, SWA is currently executing the scope, which includes robust community outreach to receive valuable feedback for the Connectivity Plan. Prior to finalization of the plan, the Rancho San Pedro (RSP) community and the Housing Authority of the City of Los Angeles (HACLA) requested additional community engagement focused on RSP residents, with an emphasis on Spanish language engagement.

The proposed Amendment (Transmittal 1) will expand the scope of the agreement to include additional community outreach; increase the not-to-exceed amount by $40,000, from $498,000 to $538,000, for the associated costs and other community outreach; and extend the expiration date, from August 17, 2023, to December 17, 2023, for the activities that will be added to the schedule.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of the First Amendment to Agreement No. 22-9878 with SWA for additional scope, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Amendment will increase the not-to-exceed amount by $40,000 from $498,000 currently to $538,000 as proposed. Additionally, under the proposed Amendment, the one-year term of the Agreement will be increased by four months with an expiration date of December 17, 2023.

Spending under the Agreement has occurred, and is anticipated to occur as follows:

Fiscal Year	$ Amount
2022/2023	$438,000
2023/2024	$100,000
Total	**$538,000**

Fiscal Year 2023/2024 funds in the amount of $100,000 are available within Account 54290 (Misc. Professional Services), Center 0429, Program 000.

CITY ATTORNEY:

The proposed First Amendment has been reviewed and approved as to form and legality by the Office of the City Attorney.

TRANSMITTAL:

1. First Amendment to Agreement No. 22-9878 with SWA Group, Inc.

FIS Approval: MB
CA Approval: SO

Michael J. Galvin
MICHAEL J. GALVIN
Director of Waterfront & Commercial Real Estate

Michael DiBernardo
MICHAEL DiBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For
EUGENE D. SEROKA
Executive Director

MG: HP: TA:db
Author: Taji Abdullah
BL996db SWA First Amendment

Transmittal 1

FIRST AMENDMENT TO AGREEMENT NO. 22-9878
BETWEEN THE CITY OF LOS ANGELES AND
SWA GROUP, INC.

THIS FIRST AMENDMENT to Agreement No. 22-9878 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 SWA GROUP, INC. a Texas corporation, 811 West 7th Street, 8th Floor, Los Angeles, CA 90017 ("Consultant") as follows:

1. Section 1 (A) is amended to read:

   "Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in both Exhibit A and Exhibit A-1 (collectively "Scope of Work").

2. Section 3 (B) is amended to read:

   This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

   1. The Agreement terminates on December 17, 2023.

      Or

   2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

3. Section 5 (B) is amended to read as follows:

   The maximum payable under this Agreement, including reimbursable expenses (see Exhibits B and B-1), shall be Five Hundred Thirty-Eight Thousand Dollars ($538,000)."

Except as amended herein, all remaining terms and conditions of Agreement No. 22-9878 shall remain in full force and effect.

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Amendment.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 22-9878 on the date to the left of their signatures.

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

Dated: _____

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

SWA GROUP, INC.

Dated: July 10, 2023

By: _____
Ying-yu Hung, Managing Principal
(Print/type name and title)

By: _____
Gerdo Aquino, Co-CEO/Principal
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
July 12, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____
JUSTIN HOUTERMAN, Deputy

JH:lts
(07/07/2023)

Account #	54290	W.O. #	
Ctr/Div #	0429	Job Fac. #	
Proj/Prog #	00		

Budget FY:	Amount:
22/23	$438,000
23/24	$100,000
TOTAL	$538,000

For Acct/Budget Div. Use Only:

Verified by: Erin O'Malley Digitally signed by Erin O'Malley Date: 2023.07.11 11:27:22 -07'00'

Verified Funds Available: Digitally signed by Frank Liu Date: 2023.07.11 13:12:48 -07'00'

Date Approved: 7/11/23

EXHIBIT A-1
Scope of Work for Amendment No. 1

Scope

The scope of work associated with this Amendment No. 1 includes, but is not limited to, the details provided in the section below.

I. Meeting Preparation and Coordination
   A. Presentation
      1. Reduce length/number of slides from 30 minutes to 15 minutes
      2. Reformat slides to include English and Spanish for primary written content
   B. Feedback Activities
      1. Reformat and print Station 1 Participant Surveys in Spanish
      2. Reformat and print Station 3 Surveys (routes and transportation) in Spanish
      3. Reprint original English materials for each station as needed. The remaining original printed copies from the February 23, 2023, Community Workshop will be used in lieu of printing new copies, if available in appropriate condition and quantity. Large posters will remain in English.
   C. Material Translation
      1. The following materials will be translated to Spanish by five working days prior to the meeting date.
         a. Presentation slides primary written content (i.e. agenda, title text, and project goals in English and Spanish; bullet points and text within graphics remain in English only)
         b. Presentation talking points/script
         c. Participant Surveys (directions, questions, and response options)
         d. "How Do You Get to the Waterfront?" Surveys (directions, questions, and response options.)
      2. SWA staff will translate the above materials
   D. SWA will coordinate as needed with the appropriate parties to prepare for the community engagement meeting.

II. Meeting Facilitation
   A. SWA team will lead the engagement meeting based on the following agenda:
      1. Introductory presentation (15 minutes)
      2. Feedback activities (40 minutes)
         a. Participant Survey (to be completed upon arrival, prior to presentation)
         b. How Do You Get to the Waterfront?
         c. What Do You Like About the Waterfront Now
         d. What Would You Like to Do at the Waterfront in the Future?
         e. Optional: Current Happenings – to be facilitated by Port, SWA (bilingual). Original materials in English can be provided by SWA.
      3. Closing remarks (5 minutes)
   B. SWA will provide two English language facilitators and two bilingual English-Spanish facilitators
   C. Three Spanish language translators for supporting the feedback activities will be provided by HACLA

D. The SWA teams will set up the feedback activity stations one hour prior to the meeting start time. HACLA and/or Port assistance is requested for room access and preparation, furniture set-up (tables and chairs), and AV set-up for the presentation
E. The SWA team will break down their materials from the feedback activity stations within one hour from the meeting conclusion

III. Meeting Participant Feedback Summary

A. SWA will summarize the feedback received in a format similar to the February 23, 2023 Community Workshop summary
B. For summary and analysis purposes, SWA will translate written responses that are submitted in Spanish

EXHIBIT B-1

Services described in Exhibit A-1 shall be provided for the fixed sum of $20,000. Additionally, there is an anticipated cost of $20,000 for additional stakeholder engagement or other services, based upon the Hourly Billing Rates set forth in Exhibit B. Therefore, the services described in Exhibit A and A-1 total a fixed sum of **$538,000**.

Task	Fee
1. Preparation/Coordination	$ 8,225
2. Translation of Materials	$ 2,350
3. Facilitation	$ 1,740
4. Feedback Summary	$ 6,835
Reimbursables	$ 850
TOTAL FEE	**$ 20,000**

Estimated Fees and respective Hourly Rates for the services described in Exhibit A-1 are included below.

Co-CEO	$320	3.75 Hours	0 Hours	0 Hours	2 Hours	$1,840
Managing Principal	$310	5 Hours	1 Hours	0 Hours	3 Hours	$2,790
Associate Principal	$165	7 Hours	0 Hours	4 Hours	5 Hours	$2,640
Planner(s), Designer(s)	$120	36 Hours	17 Hours	9 Hours	37 Hours	$11,880
Reimbursables						$850
TOTAL FEE						**$20,000**

Presentation

THE PORT OF LOS ANGELES

San Pedro Waterfront Connectivity Plan

July 20, 2023

Waterfront & Commercial Real Estate

Agenda

1. What is the Plan
2. Application of the Plan
3. RFP and Agreement
4. Scope Overview
5. Completed Scope Tasks
5. Next Steps

What is the Plan

San Pedro Waterfront Connectivity Plan

A dynamic long-term planning document that:

- builds upon the existing waterfront public access and private development objectives;
- provides a conceptual program to guide future Port improvements and private development sites; and
- creates a network of well connected, multi-use spaces that are internally accessible to the public and externally accessible to Downtown San Pedro and the larger region.

Application of the Plan

- The purpose of the Plan is strictly to serve as a conceptual visioning document that will be periodically updated.
- Subsequent project implementation is subject to change (market, permits, applicable laws) and future board discretion through annual budget process.
- The Plan does not bind or predetermine any future Board actions.

RFP and Agreement

- October 2021: The RFP was published, and SWA achieved the highest score of 11 proposers.
- July 2022: BHC approved Agreement No. 22-9878 with SWA for consultant services to develop the Plan.
- August 2022: The Harbor Department entered into Agreement No. 22-9878 with SWA.

Scope Overview

Scope Tasks

1. Information Review
2. Site Tour
3. Internal Workshop
4. Stakeholder Engagement
5. Development of Draft Plan
6. Present Draft to BHC and Public
7. Revise Draft
8. Present Final Plan to BHC for approval

Completed Scope Tasks

- Currently, SWA is completing Scope Task No. 4, Stakeholder Engagement.
- Thus far, there have been six Stakeholder Engagement events, which include multiple focus groups and community workshops.
- These events captured information from a diverse groups of people.

Next Steps

- Continue Stakeholder Engagement to receive valuable community feedback for the Plan
- Continue Development of Draft Plan
- Present Draft to BHC and Public
- Revise Draft
- Present Final Plan to BHC for approval

THE PORT
OF LOS ANGELES
LA

10. RESOLUTION NO. _____ - APPROVE TEMPORARY ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, “GENERAL RATE INCREASE”

THE PORT OF LOS ANGELES
Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 12, 2023**

FROM: **CARGO MARKETING**

SUBJECT: **RESOLUTION NO. _____ - APPROVE TEMPORARY ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, "GENERAL RATE INCREASE"**

SUMMARY:

Staff requests approval to amend Port of Los Angeles Tariff No. 4 (Tariff) to increase rated tariff items based on the West Region Consumer Price Index for All Urban Consumers (CPI-U). The California Association of Port Authorities (CAPA), of which the Port of Los Angeles (Port) is a member, adopted an annual general rate increase (GRI) methodology for tariffs based on the CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. On April 28, 2022, the Board of Harbor Commissioners (Board) approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI through CAPA, effective August 1, 2022. Prior to that, the Port implemented GRIs in the Port's Tariff No. 4 (POLA Tariff) in calendar years (CYs) 2004 and 2005, and a 1.7 percent GRI for a temporary 9-month period in July 2013 - March 2014 under Temporary Orders only, which expired when it was not approved by City Council under Permanent Order.

The proposed CAPA GRI, effective September 1, 2023, of 6.2 percent, is applicable to the POLA Tariff rated tariff items, excluding rated tariff items that have a scheduled rate increase as of the effective date. This Temporary Order is being proposed within the Board's authority to adopt rates for up to 90-days. A separate action recommends a Permanent Order and Ordinance for approval by the Board and City Council, which are required to make effective changes to Tariff No. 4 beyond the Temporary Order's 90-day effective period.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(31) of the Los Angeles City CEQA Guidelines;

2. Approve the amendment to Port of Los Angeles Tariff No. 4 increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-

801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930, subject to the California Association of Port Authorities' review and approval, and authorize the Executive Director to work with the California Association of Port Authorities to secure this approval or proceed to take independent action in accordance with the California Association of Port Authorities' procedure;

3. Adopt Temporary Order No. _____ with an effective date of September 1, 2023, to amend Port of Los Angeles Tariff No. 4, increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises"", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930;

4. Authorize the Board Secretary to certify the adoption of Temporary Order by the Board of Harbor Commissioners and cause the same to be published once in a newspaper printed and published in the City of Los Angeles, to take effect on September 1, 2023, for a period not-to-exceed 90 days pursuant to City Charter Section 653(b); and

5. Adopt Resolution No._____.

DISCUSSION:

Background and Context – In CYs 2004 and 2005, CAPA member ports imposed a 5 percent GRI. CAPA member ports opined that over the years, previously implemented GRIs have not kept pace with inflation. At the June 28-29, 2012 CAPA Advisory Committee meeting, direction was given to the CAPA Tariffs and Practices Committee to implement an annual CPI-U based GRI system. The GRI system was to consider the following items:

- Applicable to existing and new tariffs
- Based on the CPI-U
- Effective Date: July 1, 2013
- No adjustments below zero
- Applicable to all CAPA member ports
- Member ports would be able to exercise selective hold-downs and independent action

The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. The Board adopted Temporary Orders for a 1.7 percent GRI for a temporary 9-month period July 2013 - March 2014, which expired when it was not approved by City Council under Permanent Order. On November 4, 2021, the Board and City Council approved Temporary and Permanent Orders amending Tariff No. 4

increasing petroleum products rates by 9.4 and 11.8 percent effective January 1, 2022, and deleting tariff items no longer relevant.

On April 28, 2022, the Board approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI effective August 1, 2022, applicable to Tariff No. 4 rated tariff items, excluding rated tariff items that already had a scheduled rate increase.

The implementation of the proposed GRI allows the Port to keep its rated tariff items up with the level of inflation. Although Tariff No. 4 covers more than 100 items, Item 550-001 is arguably the most important as this is wharfage on Merchandise Not Otherwise Specified (NOS). The NOS rate applies to commodities that are not specifically listed in Tariff No. 4. Importantly, any percent increase of Item 550-001 in Tariff No. 4, NOS rate, effective September 1, 2023 would apply, but not necessarily immediately impact rates at five of the seven container terminal permits at the Port. Container terminal permits whose compensation schedule is tied to the NOS rate are:

- APM Terminals Pacific, LTD
- China Shipping Holding Company, LTD
- Everglades Company Terminal, Inc.
- Everport Terminal Services, Inc.
- Yusen Terminals, Inc.

Container terminal permits, similar to other permits, include a scheduled compensation review process. The scheduled compensation adjustment can be a fixed value or a percentage increase based on a CPI.

Tariff items and/or permits not subject to the proposed GRI effective September 1, 2023:

- Fenix Marine Services' permit is subject to a GRI only when all other container terminal permits see increases in rates resulting from a GRI.
- The TraPac Inc. (TraPac) permit includes a schedule rate increase. TraPac's annual storage and demurrage is not subject to a GRI as well.

Other non-container business wharfage rates for break bulk, liquid bulk, and auto terminals would be impacted by the GRI as well. Staff is recommending the Board approve the application of a 6.2 percent GRI based on the CPI-U to all rated items in Tariff No. 4 (Transmittals 1 and 2), except the following tariff items:

- Item No. 330 – Pilotage: Currently on a 5-year rate increase schedule (approved by the Board April 2021).
- Item Nos. 485, 600, and 605: These are part of a separate Cruise Passenger Fee/Alternative Maritime Power (AMP) fee/Emergency Lay-up rate schedule, and will be reviewed prior to the expiration of the Cruise Passenger Fee in September 2023.
- Item No. 810 – Space Assignments: Rates were recently reset and increased based on a CPI level going forward (approved by the Board in October 2020).

- Item No. 1300 – Parking Charges: Parking charges are on a separate fixed rate increase schedule.
- Item No. 2040 – Clean Air Action Plan Clean Truck Program fees and Rates set at specific amounts not intended to be influenced by economic indices.
- Item Nos. 2300-2340 – Incentives Programs set at specific amounts not intended to be influenced by economic indices.

Rate increases would take effect on September 1, 2023.

Need for Amendment – CAPA, of which the Port is a member, adopted an annual general rate increase (GRI) methodology for tariffs based on the West Region CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. The implementation of a GRI allows the Port to keep its rated tariff item up with the level of inflation.

Need for Approval – Pursuant to the Los Angeles City Charter, the Board has authority to make changes to Tariff No. 4 for a period of 90 days by Temporary Order (Transmittal 3). A companion action to this Resolution recommends a Permanent Order and Ordinance for approval by the Board and City Council, which are required to make changes to Tariff No. 4 beyond the Temporary Order's 90-day effective period. The Temporary Order, if approved, will be effective September 1, 2023, and expire 90 days after the effective date or upon execution of the Permanent Order and Ordinance by the City Council, whichever occurs first.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a Temporary Order to amend the Port of Los Angeles Tariff No. 4, which is an activity that modifies any rate, fee, or charge for the use of existing municipal facilities and services involving negligible or no expansion of use. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III Class 1(31) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Temporary Order would implement a general rate increase to all revenue-generating items, with certain exceptions, under Tariff No. 4. The NOS rate described within Item 550-001 would increase from 669 currently to 710 as proposed. If the proposed Temporary Order is approved, staff estimates that operating revenues through December 31, 2023 would increase by approximately $2.6 million, or 0.6 percent, while annual revenues the following year through December 31, 2024 would increase by approximately $11.7 million or 2.7 percent.

The aggregate increase to the NOS rate will not generate a full 6.2 percent increase in operating revenues as certain key permits already include language which increase rates based upon the greater of the annual change in CPI or the annual change in the NOS rate.

In addition, certain permits include either exclusions or scheduled rate increases that are not subject to changes in the NOS rate.

CITY ATTORNEY:

The Office of the City Attorney has approved as to form and legality the proposed Temporary Order.

TRANSMITTALS:

1. POLA Tariff No. 4
2. Proposed CPI GRI Items
3. Temporary Order

FIS Approval: MB **(initials)**
CA Approval: JC **(initials)**

ERIC CARIS
Director of Cargo Marketing

Michael DiBernardo

MICHAEL DIBERNARDO
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

ES:MD:EC:aa
Author: Eric Caris

Transmittal 1

SECTION FOUR – Continued DOCKAGE -- Continued	Item No.
PAYMENTS MADE WHEN DUE Except as provided in Item 420, all charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire, or unless such vessel is on the Credit List. (See Item No. 260, Credit List.) Errors, if any, will be rectified.	440
PENALTY FOR FAILURE TO PAY WHEN DUE Refusal or failure to pay dockage in accordance with Item 420 or Item 440, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel which has been placed on the Delinquent List shall be permitted to use any municipal berth without first paying double the dockage incurred and not paid, and $12.54 in addition thereto. (See Item No. 260, Credit List.)	[A] 450
TRANSFER FROM ONE MUNICIPAL BERTH TO ANOTHER Dockage shall be assessed against a vessel shifting directly from one municipal berth to another municipal berth based upon the total time at such berths considered together.	460

SECTION FOUR – Continued
DOCKAGE -- Continued

Item No.

FULL DOCKAGE

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Item, except as otherwise provided in this Tariff. (See Note.)

Full dockage rates shall be as follows:

OVERALL LENGTH OF VESSEL IN METERS		CHARGE PER 24-HOUR DAY OR FRACTION THEREOF	
Over	But Not Over		
0	30	$91	
30	45	133	
45	60	183	
60	75	256	[A]
75	90	380	480
90	105	597	
105	120	855	
120	135	1157	
135	150	1504	
150	165	1894	
165	180	2327	
180	195	2804	
195	210	3325	
210	225	3889	
225	240	4495	
240	255	5145	
255	270	5843	
270	285	6579	
285	300	7362	
300	315	7709	
315	330	9056	
330	345	9967	
345	360	10924	
360	375	11921	
375	390	12966	
390	Over	12966	
	Plus $	36	
		per lineal meter or fraction thereof	

NOTE: Vessels leaving and returning to Los Angeles Harbor on regular daily schedules shall not be assessed more than one day's full dockage in any 24-hour period.

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Merchandise NOS (See Item 030) ..... +Note: Any change in the Merchandise NOS rate shall be off-set by any Scheduled Increase In Compensation of a container terminal tenant's permit with the Harbor Department. This offset shall only be applicable to the container terminal tenant's compensation year in which the Merchandise NOS rate is changed.	710	[A]+ 001
Merchandise carried in cargo containers originating at United States Pacific Coast ports or British Columbia ports transported by a coastwise feeder service for transshipment, as defined in Item 515, to vessels for continuous movement in foreign or offshore trades, per container Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15 Note: Does not apply to cargo originating in foreign countries other than British Columbia and other that United States or Canadian Foreign Trade Zones.		[A] 003
Merchandise carried in cargo containers destined to United States Pacific Coast ports or British Columbia ports as a continuous movement in foreign or offshore trades and transshipped, as defined in Item 515, for transport by a coastwise feeder service, per container. Overall Length in Meters: Over 0 But No Over 9 — Charge $68.98 Over 9 — Charge $124.15		[A] 004
Merchandise carried in cargo containers transported in coastwise trade as defined in Item 100[o], per container. Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		[A] 005

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

Bananas	Per KT 551	[A] 020
Beverages, alcoholic, NOS, in bottles	710	[A] 023
Buildings, modules, including mobile	Per M-3 497	[A] 024
Cans, aluminum, empty, set up	Per M-3 449	[A] 026

Merchandise, NOS, carried in cargo containers or trailers, manifested and assessed freight charges by the vessel on a per container or per trailer basis will be assessed wharfage on the basis of weight or measurement, whichever will yield the greater revenue, at rates applicable in Item 550-001. If measurement of the cargo is not available, the charge will be based on the overall length of the container as follows (Subject to Note): [A] 030

Overall Length in Meters

Over	But Not Over	Charge
0	7	$219.75
7	9	$269.91
9	13	$441.88
13	over	$568.48

Note: Over flow cargo in multiple containers shall be excluded from charges based on the overall length of the containers.

Cargo vans or containers, empty as described in Item 100(t), paragraphs 3 and 4.

OVERALL LENGTH IN METERS Over	But Not Over	Per Van Or Container	
0	7	$10.61	[A] 031
7	9	$12.77	
9	13	$21.31	
13	over	$27.44	

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
* Transferred Merchandise (Subject to Notes 1 through 5) Note 1: Subject to provisions of Tariff No. 4, Item 520. Note 2: Wharfage assessed under this item may be reported as wharfage charges at $72.83 per container, at the discretion of terminal operator. Note 3: Terminal operator must provide a written request to use this item and the Executive Director may grant written approval. Note 4: The Executive Director may revoke permission for the terminal operator to handle transferred merchandise on 72 hours' written notice to the terminal operator. Note 5: Container movements from the Port of Long Beach are restricted to alliance partners' merchandise only, covering a volume not to exceed 500 containers per week, per terminal. The factors the Executive Director may consider in deciding whether to grant a flat fee under Item 520, Exception 2, include, but are not limited to: (1) Whether the transferred merchandise has been generated from a carrier which is an alliance member of the terminal operator's customers; (2) Whether and how the handling of the transferred merchandise in the Port of Los Angeles will impact other terminals in the Port; (3) Whether allowing such handling will assist rail carriers in minimizing traffic along intermodal routes; (4) Whether the terminal operator making the request is current in all its obligations to the Port; and (5) Such other factors as may be presented to the Executive Director based on the unique facts of each case. The Executive Director may further restrict the hours of operation noted above upon first providing the terminal operator with 24 hours' written notice.	Per Container *$77.35	[A] 033

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
(Transferred from Fifth Revised Page 52)		
Coffee, green in bags	Per KT 710	[A] 035
Food Products, canned or bottled, including Beer and other Malt Liquors	Per KT 821	[A] 037
Fresh fruit and fresh vegetables, N.O.S.	Per KT 710	[A] 045
Metals, loose, in bundles, coils or packages, viz.: (See Note)	Per KT 710	[A] 047
Angles, bars, beams, channels, pipe and plate Note: Wharfage assessed under this item is subject to a minimum charge of $141.70 per bill of lading.		

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Metals, loose, in bundles, coils or packages, viz.: Billets, ingots, piling, rails, rod, sheet, slabs, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope	Per KT 710	[A] 048
Slabs, steel: Minimum Annual Volume 500,000 Metric Tons (Subject to Notes 1 and 2)	Per KT 635	[A] 049
Note 1: Applicable after submission and approval of written application for volume rate by the Executive Director.		
Note 2: Applicant must be a terminal operator with an agreement with the City of Los Angeles.		
Liquids, including petro-chemical and aqua-ammonia, but excluding petroleum, other petroleum products and water, in bulk, from or to vessels through private line	Per KT 200	[A] 050
Livestock, or other animals.....	Per Head 675	[A] 055
Lumber and lumber products, viz.: (See Note) Lumber, logs and timber Foreign, intercoastal and offshore..... Coastwise.....	Per 1,000 Ft. B.M. 1214 525	[A] 060
Note: If freighted by vessel on other than a B.M. basis or the equivalent of B.M. stated in cubic meters, the Merchandise, N.O.S. rate shall apply.		
Newsprint.....	Per KT 690	[A] 070
Commercial or freight vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment.....	Per KT 1897	[A] 072

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Farm and garden tractors	710	[A] 076
United States Mail.....	Per KT 1277	[A] 090
Yachts, sailing boats and pleasure craft	Per M-3 462	[A] 092

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Vehicles, motor, self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis.	Per Vehicle 3010	[A] 095
Automobiles, passenger, seating capacity not exceeding ..... 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2508	[A] 096
The term "Battery Electric Vehicle (EV)" when used in item 097 and 098 below, is a vehicle which uses one or more electric motors for propulsion and is "fueled" by a battery charger that transfers electricity by electric utilities into the vehicle battery to "recharge" it. EV has zero tailpipe emissions.		
Battery Electric Vehicle (EV), self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks	Per Vehicle 2558	[A] 097
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2131	[A] 098
TO APPLY FOR ITEMS 097 AND 098, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) Bills of Lading provided to the Port shall be claused as follows: "The vehicles included on this Bill of Lading are Battery Electric Vehicles (EV)"		
Vessel's stores and supplies (other than as provided in Item 525)	Per KT 710	[A] 100
MERCHANDISE AS LISTED		
Automobile, bus and truck parts, N.O.S	W/M 710	[A] 306
Bicycle, Parts and Accessories.....		320
Clothing and Footwear, New, N.O.S		322
Chemicals, N.O.S.....		325
Food or Food Preparations, N.O.S		331

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE AS LISTED		
	W/M	[A]
Furniture and Household Goods, including Household Appliances.....	710	340
Machinery, N.O.S.		343
Luggage		344
Motorcycles, Parts, and Accessories.....		345
Resins.....		350
Sporting Goods and Toys, N.O.S.....		353
Tires and Tubes.....		355
Wood Products, N.O.S.		375
Electrical and Electronic Equipment, Accessories, and Parts.....		380

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE (OTHER THAN BULK) AS LISTED
Subject to Note When Carried in Containers

	Per KT	[A]
Animal Feed	710	501
Batteries, Scrap		505
Borax, borates, boric acid		510
Cereal grains, dried beans and dried peas, in bags weighing not less than 22 kg		515
Cotton, cotton linters, in bales		520
Diatomaceous earth		525
Empty Pallets or dunnage, returning		530
Hides or skins		535
Fresh or fresh frozen meat and poultry		540
	Per KT	[A]
Fresh or frozen meat, non-containerized, from Australia and New Zealand	586	541
	Per KT	[A]
Fresh or fresh frozen fish and shellfish	710	545
Scrap metals, in containers		550
Waste Paper		555

Note: Wharfage assessed under these items is subject to a minimum charge per container or trailer of $123.01 for containers or trailers not exceeding 7.5 meters in length and $160.03 for containers or trailers exceeding 7.5 meters in length

	Per KT	[A]
Stone, cast or natural: viz: Granite or Marble	710	570
	Per KT	[A]
Tile, viz: Clay, Concrete, Earthenware, Quarries, or Terrazzo	710	580

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PETROLEUM AND PETROLEUM PRODUCTS OTHER THAN PETROCHEMICALS AND AQUA-AMMONIA	Per Barrel of 159 Liters	
Oil, crude, in bulk	$0.108	600 [A]
Bunkers, loaded to vessel.....	$0.108	605 [A]
Refined petroleum products, including non-petroleum Based motorgrade fuel additives, in bulk.....	$0.119	610 [A]
Fuel oils, N.O.S.....	$0.119	615 [A]
Gasoline	$0.119	620 [A]
Jet fuel.....	$0.119	625 [A]
	Per Cubic Meter	
Item 650-Liquid Petroleum Gas, In Bulk Canceled Effective January 1, 2022	$0.64	650 [D]

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK		
Merchandise, dry, in bulk, not carried in cargo containers or trailers		
Merchandise, N.O.S	Per KT 261	[A] 710
Coal	Per KT 145	[A] 712
Cement, cement clinkers, cement components and additives	Per KT 179	[A] 715
Coke	Per KT 161	[A] 716
Scrap Metal	Per KT 242	[A] 719
Chemicals, N.O.S	Per KT 261	[A] 725
Fertilizers, N.O.S	Per KT 261	[A] 730
Ammonium Sulfate	Per KT 179	[A] 732
Ores and ore concentrates, N.O.S	Per KT 179	[A] 740
Copper concentrate	Per KT 179	[A] 742
Bauxite	Per KT 179	[A] 744
Sulphur	Per KT 179	[A] 750
Sand	Per KT 179	[A] 755

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE IN BULK, CONTAINERIZED

Merchandise, N.O.S., in bulk, carried in cargo containers or trailers.....	Per KT 710	[A] 775
Ore and ore concentrates, N.O.S.....	Per KT 710	[A] 780
Fertilizers, N.O.S	Per KT 710	[A] 785
Chemicals, N.O.S.....	Per KT 710	[A] 790

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted		EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PROJECT RATES PROJECT RATES...applicable to shipments in connection with removal, construction, reconstruction of major capital projects or facilities: TO APPLY THESE RATES, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) The commodities to be transported or received shall be of a wholly proprietary nature, not for resale, and are for use in the construction, erection, and/or installation of .....(Project Name)..... B) Bills of Lading shall be claused as follows: "All materials included on this Bill of Lading are of a proprietary nature, not for resale, and are for use in construction, erection, and/or installation of .....(Project Name)..... C) Receive approval of the Terminal Operator and the Executive Director of the Port of Los Angeles. The following are excluded from application of these special rates, unless otherwise provided: a. Automobiles b. Motor trucks (other than dump trucks) c. Tractors d. Explosives e. Dangerous or hazardous cargo, restricted to on-deck stowage f. Refrigerator or cool room cargo g. Household goods and personal effects h. All cargo taking rates lower than Project Rates.	Per KT 551	[A] 801

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND, WHARF STORAGE -- Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

Wharf demurrage shall be assessed against all merchandise remaining on the wharf or wharf premises after the expiration of the free time allowed (See Item 720) at wharf demurrage rates named in this Item (subject to Notes 1,2,3,4 and 5).

Note 1. See Item 790 for wharf storage rates.

Note 2. When requested in writing by the steamship company and when verification can be made from steamship company's records, the Executive Director may waive wharf demurrage against small portions of shipments of merchandise requiring recoopering, against small portions of shipments of merchandise discharged from a vessel which have not been located at the time of delivery of the major portion of such merchandise, against merchandise discharged from a vessel which is deadover without billing and which may not be delivered by a steamship company until ownership thereof is established, and against portions of shipments of merchandise in bond held by Customs for the appraiser's store. [A] 780

Note 3. Rates provided in this Rule will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 4. The minimum wharf demurrage charge shall be $24.14 per lot excepting automobiles and pick-up trucks.

Note 5. In those cases in which merchandise remains on wharf demurrage for extended periods of time, accrual reports shall be made by the terminal operator and invoices shall be issued by the Harbor Department for the amount of demurrage charges accrued on a particular lot of cargo for an initial 45-day period and each subsequent 30-day period. Neglect or refusal to deliver the accrual reports to the Executive Director within 15 days following the completion of the initial 45-day period and subsequent 30-day periods of demurrage will result in the assessment of a penalty charge of two percent (2%) of total demurrage charges incurred.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE – Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME -- Continued

RATES

In cents per day or fraction thereof, Saturdays, Sunday and holidays included, per KT or cubic meter or fraction thereof or other unit, on the same basis as wharfage is assessed, except as noted.

Commodity	Charge per day for first 5 days	Charge per day for each Additional day over 5 days
Merchandise, N.O.S, not carried in cargo containers or trailers. Note: If measurement of the cargo is required but not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.	81	164
Merchandise, N.O.S., carried in cargo containers or trailers. Note: If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:	81	164

OVERALL LENGTH IN METERS

Over	But Not Over		
0	7	2483	4960
7	9	3034	6069
9	13	4966	9932
13	over	6484	12966

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARFAGE DEMURRAGE – Continued

Commodity	Charge per day for first 5 days	Charge per day for each additional day over 5 days
Vehicles, motor, self-propelling, set up on own wheels, viz.:		
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick- up truck chassis.		
Shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle.	242	482
Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	807	1614
Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	242	482
Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	242	482

[A]
780
(Cont.)

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

[C] WHARF STORAGE

Merchandise may be stored on wharves and wharf premises for limited periods of time after prior arrangements have been made by the shipper or consignee thereof, if:

(a) Space is available; and

(b) The prompt loading or discharging of vessels will in no manner be interfered with; and

(c) Approved by the Terminal Operator and the Executive Director.

[A]
790

Wharf storage shall be assessed against all merchandise permitted to be stored on wharves at wharf storage rates named in this Item (subject to Notes 1, 2, and 3).

Note 1. Subject to the provisions of paragraph (2), Item 710.

Note 2. Rates provided in this Item will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 3. Merchandise permitted to be stored on wharves will be assessed a minimum charge of five (5) days storage at rates named in this Item, but not less than $24.14 per lot.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

RATES

In cents per day, or fraction thereof, Saturdays, Sundays and holidays included, per KT or cubic meter or fraction thereof, whichever shall yield the greater revenue, except as noted in individual items.

Merchandise, N.O.S., not stored in cargo containers or trailers.

Note: If measurement of the cargo is not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.

[A]
790
(Cont.)

Stored on covered areas 80
Stored on uncovered areas,
when requested by shipper or consignee thereof 41

Merchandise, N.O.S., stored in cargo containers or trailers 41

Note: If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:

OVERALL LENGTH IN METERS

Over	But Not Over	
0	7	1255
7	9	1531
9	13	2511
13	over	3241

Cotton, cotton linters, compressed in bales, per KT or fraction thereof 34

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

	RATE	
Vehicles, motor, self-propelling, set up on own wheels Viz.: Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT	179	
Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle . . . . . (not subject to Note 3)	179	[A] 790

Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.

Charge per day for first 21 days	Charge per day for each additional day over 21 to 45 days	Charge per day for each additional day over 45 days
76	151	455

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION NINE – Continued
CONTAINER CRANES – Continued

Item No.

RULES AND REGULATIONS GOVERNING THE USE OF
HARBOR DEPARTMENT CONTAINER CRANES -- Continued

(j) All persons desiring to use a crane, as far in advance of the date of requested use as possible, shall make application to the Executive Director specifying the date and time of proposed use, nature and quantity of cargo to be handled, the estimated length of use and nature of use. Users shall be assigned use of a crane in order of their applications. Such assignments shall be subject to modification as required to accommodate preferential and secondary crane assignees. Such assignments may also be modified if a vessel is not actually available at the berth or if cargo is not actually available on the wharf premises. User shall conduct its operations expeditiously and shall cease use and return the crane to the control of the Harbor Department without delay upon conclusion of authorized use thereof or sooner when the crane is required by a preferential or secondary crane assignee. The Executive Director shall have the right to order the user to cease operation of a crane immediately whenever, in his opinion, the user is not using said crane in accordance with the terms of the assignment, or whenever such cessation is necessary for the best interest of the Port.

[A]
900
(Cont.)

(k) The Executive Director may refuse to assign a crane for purposes of handling any merchandise which in his opinion cannot be handled by the crane without substantial risk to any person or property, including the crane.

(l) The charge for the use of container cranes shall be $767 per hour. After the first hour, the charge shall be calculated in 15 minute increments or fraction thereof. The charge shall include the cost of fuel or power and normal repair and maintenance only. The charge shall apply from the time specified in the assignment or when operations begin, whichever occurs first, and shall continue until the crane is released to the Harbor Department. If the crane is unavailable for use at the time specified in the assignment for reasons beyond the control of the user, charges will be computed from the time actual use begins.

(m) The use of a crane shall constitute acceptance and acknowledgement by the user of all the conditions and restrictions contained in this Item No. 900.

SECTION ELEVEN
CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.
IN TRANSIT SHEDS AND ON WHARVES AND WHARF PREMISES

Item No.

MONTHLY CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.

Monthly charges for the occupancy of all office space (excluding passenger waiting rooms), private rest rooms (excluding public passenger rest rooms), gear corrals, lockers and portable office structures in transit sheds and on wharves and wharf premises shall be at a rate as follows: (See Exception)

(1) Class A office space and private rest rooms shall be charged for at the rate of 125 cents per square foot per month, subject to a minimum charge of $151.73 per month (subject to Notes 1 and 2).

[A]
1100

(2) Class B office space and private rest rooms shall be charged for at the rate of 97 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(3) Class C office space and private rest rooms shall be charged for at the rate of 82 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(4) Gear corrals shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

(5) Lockers and portable office structures shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

Note 1. Offices which have been air-conditioned by the Los Angeles Harbor Department at its expense shall be charged an additional 21 cents per square foot per month.

SECTION TWELVE WATER AND ELECTRICITY	Item No.
FRESH WATER RATES Fresh water supplied by the Department of Water and Power of the City of Los Angeles is subject to changes in rates without notification from the Harbor Department. When delivered to vessels at wharves and for services supplied in connection therewith through piplelines of the Harbor Department, a service charge of fifteen per cent (15%) of the cost of such water will be added for the use of such facilities including wharfage. (See Note) NOTE: A maximum charge of $35.86 for each normal billing period (monthly) or fraction thereof will apply. In addition, the following charges will be made: (1) Service charge for portable meter, when furnished .....$8.97 (2) Rental charge for each 50-foot section of water hose, when furnished $8.97	[A] 1200
PENALTY FOR ATTACHING HOSE OR TAKING WATER WITHOUT PERMISSION AND WITHOUT THE USE OF PORTABLE BACK FLOW PREVENTION APPLIANCE For the purpose of preventing contamination of fresh water supply on wharves, the Harbor Department has furnished at each terminal portable back flow prevention appliances for use at all vessel service water outlets and hydrants. It shall be unlawful for any person to attach a hose to a vessel service water outlet or hydrant for the purpose of taking water on board any vessel without first attaching a portable back flow prevention appliance between said hose and said water supply outlet. It shall be unlawful to attach a hose to any other water outlet or hydrant upon any wharf or wharf premises, or to use any water hose or meter, or to take any water or attempt to take any water therefrom, except from regularly installed drinking stands, without permission first having been obtained from the Executive Director, and without having paid or agreed and arranged to pay therefor; provided, however, that any person may attach a hose, or otherwise use the water from any such outlet, for fire fighting purposes during the actual occurrence of a fire. Any violation of this Item shall subject such persons to the general penalties provided in this Tariff.	1205

SECTION FOURTEEN – Continued CARGO HANDLING -- Continued	Item No.
HANDLING PERMIT FEES The handling permit fees shall be five hundred fifty one dollars ($627.00) per annum, or fraction thereof, payable in advance.	[A] 1415
FILING OF TARIFFS No cargo handling permit shall be issued except upon written application therefore, in which application the handler shall specifically agree at all times to keep on file with the Board a tariff and supplements thereto showing the rates for charges of such handler itemized as to operations and as to commodities; provided, that, in case any such handler shall be required by law to publish and file a tariff with any duly constituted regulatory body, a copy of such tariff shall be filed with the Board. Upon complaint of any interested party that any rate charged by a handler, or any rule, regulation or practice of a handler, who is not subject to the jurisdiction of any other duly constituted regulatory body, is discriminatory or unreasonable, the handler shall be required to show cause why an order should not be issued by the Board requiring said handler to modify, change or revise said rate, rule, regulation, or practice. Such complaint shall be filed in writing with the Board and the handler shall be granted a reasonable time to file his written reply thereto. Any charge based upon a rate in excess of or less than the rates set forth in such current tariff, or any refusal to abide by any lawful Order of the Board requiring a change, revision, or modification of any charge, rate, rule, regulation or practice, shall be sufficient cause for revocation or suspension of a cargo handling permit.	1420
REVOCATION AND PENALTIES Cargo handling permits shall be revocable by the Board at any time for such cause as the Board may deem just and sufficient.	1425

SECTION FIFTEEN – Continued
PUBLIC LANDINGS -- Continued

Item No.

UNLAWFUL FOR VESSELS TO REMAIN AT PUBLIC LANDINGS
EXCEPT WHILE LOADING OR DISCHARGING

Any vessel availing itself of the privileges in Item 1520, which shall refuse or fail to haul away from such public landing after having finished loading or discharging, or both, as the case may be, which loading or discharging having been begun must be completed without unwarranted delay, shall thereupon be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such landing in violation of this Item. [A] 1525

VESSELS OVER 80 GROSS TONS NOT TO DOCK AT PUBLIC LANDINGS
WITHOUT PERMIT; PENALTY FOR VIOLATIONS

It shall be unlawful for any vessel of over 80 gross register or 50 tons underdeck measurement to dock at or make fast to any public landing without first having obtained a permit so to do from the Executive Director. [A] 1530

In the case of any violation of this rule by any vessel, such vessel, in addition to the other penalties provided in this Tariff or by law, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $125.40 for each and every day, or fraction thereof, it may remain at such landing in violation of this Item.

PASSENGER CARRYING VESSELS FOR HIRE NOT TO DOCK AT
PUBLIC LANDINGS WITHOUT PERMIT

It shall be unlawful for any person operating any passenger carrying vessel for hire to dock at any public landing and take on or discharge passengers thereat without first having obtained a permit so to do from the Executive Director. 1535

SECTION EIGHTEEN – Continued
GENERAL RULES AND REGULATIONS – MISCELLANEOUS – Continued

Item No.

DIVING AND RELATED ACTIVITIES

(a) It shall be unlawful for any person to underwater dive, or to engage or participate in underwater diving or in any other underwater activity in Los Angeles Harbor, except in designated recreational areas, without having in his possession a written permit from the Executive Director authorizing such diving or underwater activity.

(b) It shall be unlawful for any person to underwater dive, or to participate or engage in underwater diving or in any other underwater activity in Los Angeles Harbor unless there is an assistant present who shall be on the surface of the water close over the person engaging in diving or in any other underwater activity and able to make a conspicuous display of the prescribed signals for diving.

(c) It shall be unlawful for any person, while underwater diving or participating or engaging in underwater diving or in any other underwater activity, to examine the hull or ground tackle of, or to attach anything to, or molest in any manner whatsoever, any vessel, or to examine or molest any premises or property in Los Angeles Harbor, without first having obtained written permission so to do from the lawful owner or operator of such vessel, premises or property. [A] 1802

(d) The fees for the permit required by this Item shall be $34.63 for the first year, payable in advance, and $14.33 for each yearly renewal thereafter, payable in advance; provided, that the fee for a permit issued to any person who holds a similar written permit issued by any Port or Harbor in the State of California which is under the jurisdiction and control of the State, a municipality or a port district and which has promulgated rules and regulations regulating diving and authorizing the issuance of permits therefore, shall be $14.33 for the first year, payable in advance; and provided, further, that no fee shall be collected for a permit issued to any authorized employee of the United States, any state, or a municipality or of any political subdivision, department, or agency thereof.

The permit required by this Item may contain such conditions and restrictions as the Executive Director in his discretion may determine reasonably necessary to preserve or minimize the danger to life, limb or property. Failure to comply with any of the provisions contained herein or in such permit shall ipso facto terminate any of the privileges granted by said permit and said permit shall thereafter be null and void.

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

FREE DOCKAGE TO COMMERCIAL FISHING VESSELS

(a) For the purpose of providing for the accommodation and promotion of the fishing industry no dockage shall be assessed against any commercial fishing vessel during the time such vessel is actually discharging fish or taking on stores or supplies at any wharf designated by the Executive Director as a fish wharf to be used for such purposes. 1905

(b) Commercial fishing vessels ready to be unloaded shall have preference over commercial fishing vessels ready to be loaded, and whenever a commercial fishing vessel has been docked for taking on supplies, or has been unloaded and is ready to be loaded, such vessel must forthwith haul away and vacate the berth in favor of a commercial fishing vessel having a cargo of fish ready to be unloaded.

(c) Berth 72 is hereby set aside for the exclusive joint use of the tenants of the Harbor Department occupying stalls in the Municipal Fish Market located on or contiguous to said Berth 72, and it shall be unlawful to make any vessel fast to or to unload any vessel at said Berth 72 except such commercial fishing vessels as actually unload fish for delivery to said Harbor Department tenants.

UNLAWFUL FOR COMMERCIAL FISHING VESSELS TO REMAIN AT WHARVES EXCEPT WHILE UNLOADING OR LOADING

Any vessel docked to be unloaded at Berth 72 or to be unloaded or loaded at any wharf designated by the Executive Director pursuant to Item 1905 (a), must be unloaded or loaded with due dispatch and without necessary delay. [A] 1910

Any vessel, availing itself of the privileges of Item 1905, which shall refuse or fail to haul away from the wharf and vacate such berth after having finished discharging or loading, or both, as the case may be, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such wharf in violation of this Item.

Any such vessel shall also be subject to removal and impound by or at the order of the Executive Director and at the expense and at the sole risk of such vessel and of its agents and owner, to such other place as the Executive Director may direct.

All charges made in connection with moving and impounding vessels, as provided for herein, shall become due and payable within thirty (30) days after billing therefore.

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

DOCKAGE RATES AND CHARGES FOR COMMERCIAL FISHING VESSELS HOLDING A VALID PERMIT

Dockage shall be assessed against all commercial fishing vessels which hold and display a valid annual or temporary Commercial Fishing Vessel Permit issued by the Executive Director at the following rates: [A] 1930

Annual Permit
Length of vessel per meter or fraction thereof, per month or fraction thereof $4.82

Temporary Permit (See Notes 1 and 2)
Length of vessel per meter or fraction thereof, per day or fraction thereof ..... $ .49
Length of vessel per meter or fraction thereof, per month or fraction thereof $4.82

Note 1: Length of vessel to be determined from documents issued by the United States Coast Guard or the State of California.

Note 2: Charges will be assessed at the daily dockage rate for the first ten (10) days of dockage under each permit. Effective on the commencement of the eleventh (11) day, the owner or operator holding a permit will have the option to continue the payment of dockage at the daily rate or to elect assessment at the rate per month or fraction thereof for the duration of the permit. Dockage at the daily rate shall be due and payable totally in advance. Dockage at the monthly rate shall be due and payable in advance monthly.

Transmittal 2

			9/1/2023	
POLA Tariff Item No.	Articles	POLA Current Rate	GRI 6.2%	Comment
	Dockage - Section 4			
450	Dockage - Penalty to Pay When Due, in dollars ,after paying double the dockage incurred	11.81	$12.54	
480*	Dockage - Charge per 24 hour day for a 200 meter vessel (example), in dollars	3131	3325	*See Exhibit B "Dockage" for all rates
480*	Dockage - Charge per 24 hour day for vessel over 390 meters (example), in dollars	12209 + 34 per lineal meter	12966 + 36 per lineal meter	*See Exhibit B "Dockage" for all rates
	Wharfage - Section 5			
550-001	Merchandise, Not Otherwise Specified (NOS), in cents per KT or M3	669	710	
550-003	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (originating at US/Canada Pacific Coast ports transported by coastwise feeder service for transshipment to vessels for continuous movement in foreign or offshore trades)	64.95	68.98	
550-003	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (originating at US/Canada Pacific Coast ports transported by coastwise feeder service for transshipment to vessels for continuous movement in foreign or offshore trades)	116.9	124.15	
550-004	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (inbound to US/Canada Pacific Coast ports as a continuous movement in foreign or offshore trades and transshipped for transport by a coastwise feeder service)	64.95	68.98	
550-004	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (inbound to US/Canada Pacific Coast ports as a continuous movement in foreign or offshore trades and transshipped for transport by a coastwise feeder service)	116.9	124.15	
550-005	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (transported in coastwise trade)	64.95	68.98	
550-005	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (transported in coastwise trade)	116.9	124.15	
550-020	Bananas, per KT	519	551	
550-023	Beverages, Alcoholic, NOS, in bottles, in cents per KT or m3	669	710	
550-024	Buildings, Modules, including mobile, in cents per m3	468	497	
550-026	Cans, aluminum, empty, set-up, in cents per m3	423	449	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 0-7m, in dollars per container	$206.92	219.75	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 7-9m, in dollars per container	$254.15	269.91	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 9-13m, in dollars per container	$416.08	441.88	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 13+m, in dollars per container	$535.29	568.48	
550-031	Containers, empty, 0-7m, in dollars per container	$9.99	10.61	
550-031	Containers, empty, 7-9m, in dollars per container	$12.02	12.77	
550-031	Containers, empty, 9-13m, in dollars per container	$20.07	21.31	
550-031	Containers, empty, 13+m, in dollars per container	$25.84	27.44	
550-033	Transferred merchandise, in dollars per container	$72.83	77.35	
550-035	Coffee, green in bags, in cents per KT	669	710	
550-037	Food products, canned or bottled, in cents per KT	773	821	
550-045	Fresh fruit and fresh vegetables, in cents per KT (include bananas in this)	669	710	
550-047	Metals, loose, in bundles, coils or packages, in cents per KT (angles, bars, beams, channels, pipes, plates)	669	710	

550-047	Metals, loose, in bundles, coils or packages, minimum charge per bill of lading, in dollars	$133.43	$141.70	
550-048	Metals, loose, in bundles, coils or packages, in cents per KT (billets, ingots, pilings, rail, rod, sheet, slab, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope)	669	710	
550-049	Slabs, steel (minimum annual volume of 500,000 Metric Tons)	598	635	
550-050	Liquids, incl petro-chemical and aqua-ammonia, but excl petroleum and petro products and water, in bulk, from or to vessels thru private line, in cents per KT	188	200	
550-055	Livestock or other animals, in cents per head	636	675	
550-060	Lumber and lumber products viz: lumber, logs and timber-foreign, intercoastal and offshore trade, per 1,000 feet BM	1143	1,214	
550-060	Lumber and lumber products viz: lumber, logs and timber-Coastwise trade, per 1,000 feet BM	494	525	
550-070	Newsprint, per 1,000 kilograms	650	690	
550-072	Commercial or Freight Vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment, in cents per KT (not containerized)	1786	1,897	
550-076	Farm and garden tractors	669	710	
550-090	US Mail, in cents per KT	1202	1,277	
550-092	Yachts, sailing boats and pleasure craft, per cubic meter	435	462	
550-095	Vehicles, motor, self-propelled set-up on own wheels viz.: Autos, passenger, including pick-up trucks or pick-up truck chassis, not exceeding 10 passengers per vehicle, in cents per vehicle	2834	3,010	
550-096	Vehicles, motor, self-propelled set-up on own wheels viz.: Autos, passenger, including pick-up trucks or pick-up truck chassis, not exceeding 10 passengers per vehicle, originating at or destined to points in OCP Territory, in cents per vehicle	2362	2,508	
550-097	Battery Electric Vehicle, self-propelling, setup on own wheels, viz: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, in cents per vehicle	2409	2,558	
550-098	Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in OCP Territory, in cents per vehicle	2007	2,131	
550-100	Vessel's stores and supplies, per 1,000 kilograms (other than as provided in Item 304)	669	710	
550-306	Automobile, bus and truck parts, NOS, in cents per KT or m3	669	710	
550-320	Bicycle, Parts and Accessories, in cents per KT or m3	669	710	
550-322	Clothing and Footwear, new, NOS, in cents per KT or m3	669	710	
550-325	Chemicals, NOS, in cents per KT or m3	669	710	
550-331	Food or Food preparations, NOS, in cents per KT or m3	669	710	
550-340	Furniture and Household Goods, including Household appliances, in cents per KT or m3	669	710	
550-343	Machinery, NOS, in cents per KT or m3	669	710	
550-344	Luggage, in cents per KT or m3	669	710	
550-345	Motorcycles, Parts and Accessories, in cents per KT or m3	669	710	
550-350	Resins, in cents per KT or m3	669	710	
550-353	Sporting Goods and Toys, NOS, in cents per KT or m3	669	710	
550-355	Tires and Tubes, in cents per KT or m3	669	710	
550-375	Wood Products, NOS, in cents per KT or m3	669	710	

550-380	Electrical and Electronic Equipment, Accessories and Parts, in cents per KT or m3	669	710	
550-501	Animal Feed, in cents per KT	669	710	
550-505	Batteries, Scrap, in cents per KT	669	710	
550-510	Borax, borates, boric acid, in cents per KT	669	710	
550-515	Cereal Grains, dried peas and dried beans, in bags of <22kg, in cents per KT	669	710	
550-520	Cotton, cotton linters, in bales, in cents per KT	669	710	
550-525	Diatomaceous earth, in cents per KT	669	710	
550-530	Empty Pallets or dunnage, returning, in cents per KT	669	710	
550-535	Hides or skins, in cents per KT	669	710	
550-540	Fresh or fresh frozen meat and poultry, in cents per KT	669	710	
550-541	Fresh or frozen meat, non-containerized, from Australia and New Zealand, in cents per KT	552	586	
550-545	Fresh or fresh frozen fish and shellfish, in cents per KT	669	710	
550-550	Scrap metals, in containers, in cents per KT	669	710	
550-555	Waste Paper, in cents per KT	669	710	
550-555	Minimum Charge per container of <7.5m long, in dollars	$115.83	123.01	
550-555	Minimum Charge per container of >7.5m long, in dollars	$150.69	160.03	
550-570	Stone, cast or natural: viz: Granite or Marble, in cents per KT	669	710	
550-580	Tile, viz: Clay, concrete, earthenware, quarries or terrazzo, in cents per KT	669	710	
550-600	Oil, Crude, in bulk, per barrel of 159 Liters	$0.102	$0.108	
550-605	Bunkers, loaded to vessel, per barrel of 159 Liters	$0.102	$0.108	
550-610	Refined petroleum products, including non-petroleum based motorgrade fuel additives, in bulk, per barrel of 159 L	$0.112	$0.119	
550-615	Fuel oils, NOS, per barrel of 159 Liters	$0.112	$0.119	
550-620	Gasoline, per barrel of 159 Liters	$0.112	$0.119	
550-625	Jet Fuel, per barrel of 159 Liters	$0.112	$0.119	
550-710	Merchandise, NOS, in bulk, in cents per KT	246	261	
550-712	Coal, in bulk, in cents per KT	137	145	
550-715	Cement, cement clinkers, cement components and additives, in bulk (not in supersacks), in cents per KT	169	179	
550-716	Coke, in bulk, in cents per KT	152	161	
550-719	Scrap Metal, in bulk, in cents per KT	228	242	
550-725	Chemicals, NOS, in bulk, in cents per KT	246	261	
550-730	Fertilizers, NOS, in bulk, in cents per KT	246	261	
550-732	Ammonium Sulfate, in bulk, in cents per KT	169	179	

550-740	Ores and ore concentrates, in bulk, in cents per KT	169	179	
550-742	Copper concentrate, in bulk, in cents per KT	169	179	
550-744	Bauxite, in bulk, in cents per KT	169	179	
550-750	Sulphur, in bulk, in cents per KT	169	179	
550-755	Sand, in bulk, in cents per KT	169	179	
550-775	Merchandise, NOS, in bulk in containers, in cents per KT	669	710	
550-780	Ores and ore concentrates, in bulk in containers, in cents per KT	669	710	
550-785	Fertilizers, NOS, in bulk in containers, in cents per KT	669	710	
550-790	Chemicals, NOS, in bulk in containers, in cents per KT	669	710	
550-801	Project Rates, applicable to shipments in connection with removal, construction, reconstruction of major capital	519	551	
Free Time, Demurrage, and Storage- Section 7				
780	Minimum wharf demurrage charge per lot	$22.73	$24.14	
780	Merchandise, NOS, not carried in containers or trailers, incents per day per KT or cubic meter	76 (per day for first 5 days),	81 (per day for first 5 days)	
		154 (per day for each day over 5 days)	164 (per day for each day over 5 days)	
780	Merchandise, NOS, carried in containers or trailers, incents per day per KT or cubic meter	76 (per day for first 5 days),	81 (per day for first 5 days)	
		154 (per day for each day over 5 days)	164 (per day for each day over 5 days)	
780	Merchandise, NOS, carried in containers or trailers, incents per day per KT or cubic meter. If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:			
780	Over 0, but not over 7 meters in length	2338 (per day for first 5 days)	2483 (per day for first 5 days)	
		4670 (per day for each day over 5 days)	4960 (per day for each day over 5 days)	
780	Over 7, but not over 9 meters in length	2857 (per day for first 5 days)	3034 (per day for first 5 days)	
		5715 (per day for each day over 5 days)	6069 (per day for each day over 5 days)	
780	Over 9, but not over 13 meters in length	4676 (per day for first 5 days)	4966 (per day for first 5 days)	
		9352 (per day for each day over 5 days)	9932 (per day for each day over 5 days)	
780	Over 13 meters in length	6105 (per day for first 5 days)	6484 (per day for first 5 days)	
		12209 (per day for each day over 5 days)	12966 (per day for each day over 5 days)	
780	Autos shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle	228 (per day for first 5 days),	242 (per day for first 5 days),	
		454 (per day for each day over 5 days)	482 (per day for each day over 5 days)	
780	Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	760 (per day for first 5 days),	807 (per day for first 5 days),	
		1520 (per day for each day over 5 days)	1614 (per day for each day over 5 days)	
780	Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	228 (per day for first 5 days),	242 (per day for first 5 days),	
		454 (per day for each day over 5 days)	482 (per day for each day over 5 days)	

780	Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	228 (per day for first 5 days), 454 (per day for each day over 5 days)	242 (per day for first 5 days), 482 (per day for each day over 5 days)	
790	Minimum storage charge per lot	$22.73	$24.14	
790	Stored on covered areas	75	80	
790	Stored on uncovered areas	39	41	
790	Merchandise, NOS, stored in containers or trailers	39	41	
790	Merchandise, NOS, stored in containers or trailers, If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:			
790	Over 0, but not over 7 meters in length	1182	1,255	
790	Over 7, but not over 9 meters in length	1442	1,531	
790	Over 9, but not over 13 meters in length	2364	2,511	
790	Over 13 meters in length	3052	3,241	
790	Cotton, cotton linters, compressed in bales, per KT or fraction thereof	32	34	
790	Vehicles, motor, self-propelling, set up on own wheels	169	179	
790	Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle	169	179	
790	Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.	72 (per day for first 21 days) 142 (per day for each day over 21-45 days) 428 (per day for each day over 45 days)	76 (per day for first 21 days) 151 (per day for each day over 21-45 days) 455 (per day for each day over 45 days)	
Container Cranes- Section 9				
900	Container Crane Use - hourly charge	722	767	
Office Space Occupancy Charges - Section 11				
1100	Office Space/Private Restrooms, Class A, Air conditioned (Subject to NOTE 3), in cents per square feet per month	138	146	
1100	Office Space/Private Restrooms, Class B, Air conditioned (Subject to NOTE 3), in cents per square feet per month	111	118	
1100	Office Space/Private Restrooms, Class C, Air conditioned (Subject to NOTE 3), in cents per square feet per month	97	103	
1100	Office Space/Private Restrooms, Class A, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	118	125	
1100	Office Space/Private Restrooms, Class B, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	91	97	
1100	Office Space/Private Restrooms, Class C, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	77	82	
1100	Lockers and Portable Office Structures, in cents per square foot per month	24 (min $77.94/mo)	25 (min $82.77/mo)	
1100	Gear Corrals, in cents per square foot per month	24 (min $77.94/mo)	25 (min $82.77/mo)	
1100	Minimum Charge per month per assignment, in dollars	$142.87/$110.41/$110.41	$151.73/$117.26/$117.26	
Water and Electricity - Section 12				
1200	Minimum charge for water, in dollars (MAX)	$33.77	$35.86	
1200	Rental Charge for each 50 foot section of water hose, when furnished, in dollars	$8.45	$8.97	

1200	Service Charge for portable water meter, when furnished, in dollars	$8.45	$8.97	
Cargo Handling - Section 14				
1415	Handling Permit Fee, per year, in dollars	590	627	
Public Landings - Section 15				
1525	Public Landings - Penalty for Not Leaving the Unload/Load Dock	$59.60/day+ quadruple dockage	$63.30/day+ quadruple dockage	
1530	Public Landings - Penalty for Vessels of 80+ tons to dock without permit	$118.08/day+ quadruple dockage	$125.40/day+ quadruple dockage	
Misc-General Rules and Regulation - Section 18				
1802	Diving Permit Fee, 1st Year, in dollars	$32.61	$34.63	
1802	Diving Permit Fee, Yearly Renewals, in dollars	$13.49	$14.33	
Commercial Fishing Vessel - Section 19				
1910	Commercial Fishing - Penalty for Not Leaving the Unload/Load Dock	$59.60/day+ quadruple dockage	$63.30/day+ quadruple dockage	
1930	Commercial Fishing - Annual Permit - Monthly Rate per Lineal Meter - see separate comparison chart among CA ports	$4.54	$4.82	
1930	Commercial Fishing - Temporary Permit - Daily Rate per Lineal Meter	$0.46	$0.49	
1930	Commercial Fishing - Temporary Permit - Monthly Rate per Lineal Meter	$4.54	$4.82	

Transmittal 3

ORDER NO. _____

A temporary Order of the Board of Harbor Commissioners of the City of Los Angeles amending Port of Los Angeles Tariff No. 4.

THE BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LOS ANGELES DOES HEREBY ORDER AS FOLLOWS:

Section 1. Port of Los Angeles Tariff No. 4, adopted July 12, 1989, by Order No. 5837, and Ordinance No. 165,789, adopted April 10, 1990, as amended, is further amended as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1(31) of the Los Angeles City CEQA Guidelines.

Section 3. The Board Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners and shall cause the same to be published once in a daily newspaper printed and published in the City of Los Angeles as well as posted electronically on the Port of Los Angeles website, to take effect prior to adoption by Ordinance for a period not to exceed 90 days pursuant to Charter Section 653(b), commencing effective September 1, 2023.

I HEREBY CERTIFY THAT the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held on _____.

_____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

July 13, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By _____
JOY M. CROSE, Assistant City Attorney

JMC:
Attachment – Exhibit A

SECTION FOUR – Continued DOCKAGE -- Continued	Item No.
PAYMENTS MADE WHEN DUE Except as provided in Item 420, all charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire, or unless such vessel is on the Credit List. (See Item No. 260, Credit List.) Errors, if any, will be rectified.	440
PENALTY FOR FAILURE TO PAY WHEN DUE Refusal or failure to pay dockage in accordance with Item 420 or Item 440, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel which has been placed on the Delinquent List shall be permitted to use any municipal berth without first paying double the dockage incurred and not paid, and $12.54 in addition thereto. (See Item No. 260, Credit List.)	[A] 450
TRANSFER FROM ONE MUNICIPAL BERTH TO ANOTHER Dockage shall be assessed against a vessel shifting directly from one municipal berth to another municipal berth based upon the total time at such berths considered together.	460

SECTION FOUR – Continued
DOCKAGE -- Continued

Item No.

FULL DOCKAGE

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Item, except as otherwise provided in this Tariff. (See Note.)

Full dockage rates shall be as follows:

OVERALL LENGTH OF VESSEL IN METERS		CHARGE PER 24-HOUR DAY OR FRACTION THEREOF	Item No.
Over	But Not Over		
0	30	$91	
30	45	133	
45	60	183	
60	75	256	[A]
75	90	380	480
90	105	597	
105	120	855	
120	135	1157	
135	150	1504	
150	165	1894	
165	180	2327	
180	195	2804	
195	210	3325	
210	225	3889	
225	240	4495	
240	255	5145	
255	270	5843	
270	285	6579	
285	300	7362	
300	315	7709	
315	330	9056	
330	345	9967	
345	360	10924	
360	375	11921	
375	390	12966	
390	Over	12966	
	Plus $	36 per lineal meter or fraction thereof	

NOTE: Vessels leaving and returning to Los Angeles Harbor on regular daily schedules shall not be assessed more than one day's full dockage in any 24-hour period.

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Merchandise NOS (See Item 030)	710	[A]+ 001
+Note: Any change in the Merchandise NOS rate shall be off-set by any Scheduled Increase In Compensation of a container terminal tenant's permit with the Harbor Department. This offset shall only be applicable to the container terminal tenant's compensation year in which the Merchandise NOS rate is changed.		
Merchandise carried in cargo containers originating at United States Pacific Coast ports or British Columbia ports transported by a coastwise feeder service for transshipment, as defined in Item 515, to vessels for continuous movement in foreign or offshore trades, per container Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		[A] 003
Note: Does not apply to cargo originating in foreign countries other than British Columbia and other that United States or Canadian Foreign Trade Zones.		
Merchandise carried in cargo containers destined to United States Pacific Coast ports or British Columbia ports as a continuous movement in foreign or offshore trades and transshipped, as defined in Item 515, for transport by a coastwise feeder service, per container. Overall Length in Meters: Over 0 But No Over 9 — Charge $68.98 Over 9 — Charge $124.15		[A] 004
Merchandise carried in cargo containers transported in coastwise trade as defined in Item 100[o], per container. Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		[A] 005

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Bananas	Per KT 551	[A] 020
Beverages, alcoholic, NOS, in bottles	710	[A] 023
Buildings, modules, including mobile	Per M-3 497	[A] 024
Cans, aluminum, empty, set up	Per M-3 449	[A] 026

Merchandise, NOS, carried in cargo containers or trailers, manifested and assessed freight charges by the vessel on a per container or per trailer basis will be assessed wharfage on the basis of weight or measurement, whichever will yield the greater revenue, at rates applicable in Item 550-001. If measurement of the cargo is not available, the charge will be based on the overall length of the container as follows (Subject to Note): [A] 030

Overall Length in Meters

Over	But Not Over	Charge
0	7	$219.75
7	9	$269.91
9	13	$441.88
13	over	$568.48

Note: Over flow cargo in multiple containers shall be excluded from charges based on the overall length of the containers.

Cargo vans or containers, empty as described in Item 100(t), paragraphs 3 and 4.

OVERALL LENGTH IN METERS Over	But Not Over	Per Van Or Container	
0	7	$10.61	[A] 031
7	9	$12.77	
9	13	$21.31	
13	over	$27.44	

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
* Transferred Merchandise (Subject to Notes 1 through 5) Note 1: Subject to provisions of Tariff No. 4, Item 520. Note 2: Wharfage assessed under this item may be reported as wharfage charges at $72.83 per container, at the discretion of terminal operator. Note 3: Terminal operator must provide a written request to use this item and the Executive Director may grant written approval. Note 4: The Executive Director may revoke permission for the terminal operator to handle transferred merchandise on 72 hours' written notice to the terminal operator. Note 5: Container movements from the Port of Long Beach are restricted to alliance partners' merchandise only, covering a volume not to exceed 500 containers per week, per terminal. The factors the Executive Director may consider in deciding whether to grant a flat fee under Item 520, Exception 2, include, but are not limited to: (1) Whether the transferred merchandise has been generated from a carrier which is an alliance member of the terminal operator's customers; (2) Whether and how the handling of the transferred merchandise in the Port of Los Angeles will impact other terminals in the Port; (3) Whether allowing such handling will assist rail carriers in minimizing traffic along intermodal routes; (4) Whether the terminal operator making the request is current in all its obligations to the Port; and (5) Such other factors as may be presented to the Executive Director based on the unique facts of each case. The Executive Director may further restrict the hours of operation noted above upon first providing the terminal operator with 24 hours' written notice.	Per Container *$77.35	[A] 033

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

(Transferred from Fifth Revised Page 52)

	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No.
Coffee, green in bags	Per KT 710	[A] 035
Food Products, canned or bottled, including Beer and other Malt Liquors	Per KT 821	[A] 037
Fresh fruit and fresh vegetables, N.O.S.	Per KT 710	[A] 045
Metals, loose, in bundles, coils or packages, viz.: (See Note)	Per KT 710	[A] 047
Angles, bars, beams, channels, pipe and plate		
Note: Wharfage assessed under this item is subject to a minimum charge of $141.70 per bill of lading.		

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Metals, loose, in bundles, coils or packages, viz.: Billets, ingots, piling, rails, rod, sheet, slabs, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope	Per KT 710	[A] 048
Slabs, steel: Minimum Annual Volume 500,000 Metric Tons (Subject to Notes 1 and 2)	Per KT 635	[A] 049
Note 1: Applicable after submission and approval of written application for volume rate by the Executive Director.		
Note 2: Applicant must be a terminal operator with an agreement with the City of Los Angeles.		
Liquids, including petro-chemical and aqua-ammonia, but excluding petroleum, other petroleum products and water, in bulk, from or to vessels through private line	Per KT 200	[A] 050
Livestock, or other animals	Per Head 675	[A] 055
Lumber and lumber products, viz.: (See Note) Lumber, logs and timber Foreign, intercoastal and offshore..... Coastwise.....	Per 1,000 Ft. B.M. 1214 525	[A] 060
Note: If freighted by vessel on other than a B.M. basis or the equivalent of B.M. stated in cubic meters, the Merchandise, N.O.S. rate shall apply.		
Newsprint.....	Per KT 690	[A] 070
Commercial or freight vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment.....	Per KT 1897	[A] 072

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Farm and garden tractors	710	[A] 076
United States Mail.....	Per KT 1277	[A] 090
Yachts, sailing boats and pleasure craft	Per M-3 462	[A] 092

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Vehicles, motor, self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis.	Per Vehicle 3010	[A] 095
Automobiles, passenger, seating capacity not exceeding ..... 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2508	[A] 096
The term "Battery Electric Vehicle (EV)" when used in item 097 and 098 below, is a vehicle which uses one or more electric motors for propulsion and is "fueled" by a battery charger that transfers electricity by electric utilities into the vehicle battery to "recharge" it. EV has zero tailpipe emissions.		
Battery Electric Vehicle (EV), self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks	Per Vehicle 2558	[A] 097
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2131	[A] 098
TO APPLY FOR ITEMS 097 AND 098, SHIPMENTS MUST COMPLY WITH THE FOLLOWING:		
A) Bills of Lading provided to the Port shall be claused as follows: "The vehicles included on this Bill of Lading are Battery Electric Vehicles (EV)"		
Vessel's stores and supplies (other than as provided in Item 525)	Per KT 710	[A] 100
MERCHANDISE AS LISTED		
Automobile, bus and truck parts, N.O.S	W/M 710	[A] 306
Bicycle, Parts and Accessories.....		320
Clothing and Footwear, New, N.O.S		322
Chemicals, N.O.S.....		325
Food or Food Preparations, N.O.S.....		331

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE AS LISTED		
	W/M	[A]
Furniture and Household Goods, including Household Appliances.....	710	340
Machinery, N.O.S.		343
Luggage		344
Motorcycles, Parts, and Accessories.....		345
Resins.....		350
Sporting Goods and Toys, N.O.S.....		353
Tires and Tubes.....		355
Wood Products, N.O.S.....		375
Electrical and Electronic Equipment, Accessories, and Parts.....		380

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE (OTHER THAN BULK) AS LISTED
Subject to Note When Carried in Containers

	Per KT	[A]
Animal Feed	710	501
Batteries, Scrap		505
Borax, borates, boric acid		510
Cereal grains, dried beans and dried peas, in bags weighing not less than 22 kg		515
Cotton, cotton linters, in bales		520
Diatomaceous earth		525
Empty Pallets or dunnage, returning		530
Hides or skins		535
Fresh or fresh frozen meat and poultry		540
	Per KT	[A]
Fresh or frozen meat, non-containerized, from Australia and New Zealand	586	541
	Per KT	[A]
Fresh or fresh frozen fish and shellfish	710	545
Scrap metals, in containers		550
Waste Paper		555

Note: Wharfage assessed under these items is subject to a minimum charge per container or trailer of $123.01 for containers or trailers not exceeding 7.5 meters in length and $160.03 for containers or trailers exceeding 7.5 meters in length

	Per KT	[A]
Stone, cast or natural: viz: Granite or Marble	710	570
	Per KT	[A]
Tile, viz: Clay, Concrete, Earthenware, Quarries, or Terrazzo	710	580

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No.	Adopted	EFFECTIVE:
	Ordinance No.	Adopted	

SECTION FIVE – Continued
WHARFAGE – Continued

		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PETROLEUM AND PETROLEUM PRODUCTS OTHER THAN PETROCHEMICALS AND AQUA-AMMONIA	Per Barrel of 159 Liters	
Oil, crude, in bulk	$0.108	600 [A]
Bunkers, loaded to vessel	$0.108	605 [A]
Refined petroleum products, including non-petroleum Based motorgrade fuel additives, in bulk	$0.119	610 [A]
Fuel oils, N.O.S	$0.119	615 [A]
Gasoline	$0.119	620 [A]
Jet fuel	$0.119	625 [A]
	Per Cubic Meter	
Item 650-Liquid Petroleum Gas, In Bulk Canceled Effective January 1, 2022	$0.64	650 [D]

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK		
Merchandise, dry, in bulk, not carried in cargo containers or trailers		
Merchandise, N.O.S	Per KT 261	[A] 710
Coal	Per KT 145	[A] 712
Cement, cement clinkers, cement components and additives	Per KT 179	[A] 715
Coke	Per KT 161	[A] 716
Scrap Metal	Per KT 242	[A] 719
Chemicals, N.O.S	Per KT 261	[A] 725
Fertilizers, N.O.S	Per KT 261	[A] 730
Ammonium Sulfate	Per KT 179	[A] 732
Ores and ore concentrates, N.O.S	Per KT 179	[A] 740
Copper concentrate	Per KT 179	[A] 742
Bauxite	Per KT 179	[A] 744
Sulphur	Per KT 179	[A] 750
Sand	Per KT 179	[A] 755

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK, CONTAINERIZED		
Merchandise, N.O.S., in bulk, carried in cargo containers or trailers.....	Per KT 710	[A] 775
Ore and ore concentrates, N.O.S.....	Per KT 710	[A] 780
Fertilizers, N.O.S	Per KT 710	[A] 785
Chemicals, N.O.S.....	Per KT 710	[A] 790

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PROJECT RATES PROJECT RATES...applicable to shipments in connection with removal, construction, reconstruction of major capital projects or facilities: TO APPLY THESE RATES, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) The commodities to be transported or received shall be of a wholly proprietary nature, not for resale, and are for use in the construction, erection, and/or installation of .....(Project Name)..... B) Bills of Lading shall be claused as follows: "All materials included on this Bill of Lading are of a proprietary nature, not for resale, and are for use in construction, erection, and/or installation of .....(Project Name)..... C) Receive approval of the Terminal Operator and the Executive Director of the Port of Los Angeles. The following are excluded from application of these special rates, unless otherwise provided: a. Automobiles b. Motor trucks (other than dump trucks) c. Tractors d. Explosives e. Dangerous or hazardous cargo, restricted to on-deck stowage f. Refrigerator or cool room cargo g. Household goods and personal effects h. All cargo taking rates lower than Project Rates.	Per KT 551	[A] 801

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND, WHARF STORAGE -- Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

Wharf demurrage shall be assessed against all merchandise remaining on the wharf or wharf premises after the expiration of the free time allowed (See Item 720) at wharf demurrage rates named in this Item (subject to Notes 1,2,3,4 and 5).

Note 1. See Item 790 for wharf storage rates.

Note 2. When requested in writing by the steamship company and when verification can be made from steamship company's records, the Executive Director may waive wharf demurrage against small portions of shipments of merchandise requiring recoopering, against small portions of shipments of merchandise discharged from a vessel which have not been located at the time of delivery of the major portion of such merchandise, against merchandise discharged from a vessel which is deadover without billing and which may not be delivered by a steamship company until ownership thereof is established, and against portions of shipments of merchandise in bond held by Customs for the appraiser's store. [A] 780

Note 3. Rates provided in this Rule will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 4. The minimum wharf demurrage charge shall be $24.14 per lot excepting automobiles and pick-up trucks.

Note 5. In those cases in which merchandise remains on wharf demurrage for extended periods of time, accrual reports shall be made by the terminal operator and invoices shall be issued by the Harbor Department for the amount of demurrage charges accrued on a particular lot of cargo for an initial 45-day period and each subsequent 30-day period. Neglect or refusal to deliver the accrual reports to the Executive Director within 15 days following the completion of the initial 45-day period and subsequent 30-day periods of demurrage will result in the assessment of a penalty charge of two percent (2%) of total demurrage charges incurred.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE – Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME -- Continued

RATES

In cents per day or fraction thereof, Saturdays, Sunday and holidays included, per KT or cubic meter or fraction thereof or other unit, on the same basis as wharfage is assessed, except as noted.

Commodity	Charge per day for first 5 days	Charge per day for each Additional day over 5 days
Merchandise, N.O.S, not carried in cargo containers or trailers. Note: If measurement of the cargo is required but not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.	81	164
Merchandise, N.O.S., carried in cargo containers or trailers. Note: If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:	81	164

OVERALL LENGTH IN METERS

Over	But Not Over		
0	7	2483	4960
7	9	3034	6069
9	13	4966	9932
13	over	6484	12966

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARFAGE DEMURRAGE – Continued

Commodity	Charge per day for first 5 days	Charge per day for each additional day over 5 days
Vehicles, motor, self-propelling, set up on own wheels, viz.:		
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick- up truck chassis.		
Shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle.	242	482
Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	807	1614
Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	242	482
Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	242	482

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

[C] WHARF STORAGE

Merchandise may be stored on wharves and wharf premises for limited periods of time after prior arrangements have been made by the shipper or consignee thereof, if:

(a) Space is available; and

(b) The prompt loading or discharging of vessels will in no manner be interfered with; and

(c) Approved by the Terminal Operator and the Executive Director.

[A]
790

Wharf storage shall be assessed against all merchandise permitted to be stored on wharves at wharf storage rates named in this Item (subject to Notes 1, 2, and 3).

Note 1. Subject to the provisions of paragraph (2), Item 710.

Note 2. Rates provided in this Item will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 3. Merchandise permitted to be stored on wharves will be assessed a minimum charge of five (5) days storage at rates named in this Item, but not less than $24.14 per lot.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

RATES

In cents per day, or fraction thereof, Saturdays, Sundays and holidays included, per KT or cubic meter or fraction thereof, whichever shall yield the greater revenue, except as noted in individual items.

Merchandise, N.O.S., not stored in cargo containers or trailers.

Note: If measurement of the cargo is not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.

[A]
790
(Cont.)

Stored on covered areas 80
Stored on uncovered areas,
when requested by shipper or consignee thereof 41

Merchandise, N.O.S., stored in cargo containers or trailers 41
Note: If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:

OVERALL LENGTH IN METERS		
Over	But Not Over	
0	7	1255
7	9	1531
9	13	2511
13	over	3241

Cotton, cotton linters, compressed in bales, per KT or fraction thereof 34

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

	RATE	
Vehicles, motor, self-propelling, set up on own wheels Viz.: Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT	179	
Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle . . . . . (not subject to Note 3)	179	[A] 790

Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.

Charge per day for first 21 days	Charge per day for each additional day over 21 to 45 days	Charge per day for each additional day over 45 days
76	151	455

SECTION NINE – Continued
CONTAINER CRANES – Continued

Item No.

RULES AND REGULATIONS GOVERNING THE USE OF
HARBOR DEPARTMENT CONTAINER CRANES -- Continued

(j) All persons desiring to use a crane, as far in advance of the date of requested use as possible, shall make application to the Executive Director specifying the date and time of proposed use, nature and quantity of cargo to be handled, the estimated length of use and nature of use. Users shall be assigned use of a crane in order of their applications. Such assignments shall be subject to modification as required to accommodate preferential and secondary crane assignees. Such assignments may also be modified if a vessel is not actually available at the berth or if cargo is not actually available on the wharf premises. User shall conduct its operations expeditiously and shall cease use and return the crane to the control of the Harbor Department without delay upon conclusion of authorized use thereof or sooner when the crane is required by a preferential or secondary crane assignee. The Executive Director shall have the right to order the user to cease operation of a crane immediately whenever, in his opinion, the user is not using said crane in accordance with the terms of the assignment, or whenever such cessation is necessary for the best interest of the Port.

[A]
900
(Cont.)

(k) The Executive Director may refuse to assign a crane for purposes of handling any merchandise which in his opinion cannot be handled by the crane without substantial risk to any person or property, including the crane.

(l) The charge for the use of container cranes shall be $767 per hour. After the first hour, the charge shall be calculated in 15 minute increments or fraction thereof. The charge shall include the cost of fuel or power and normal repair and maintenance only. The charge shall apply from the time specified in the assignment or when operations begin, whichever occurs first, and shall continue until the crane is released to the Harbor Department. If the crane is unavailable for use at the time specified in the assignment for reasons beyond the control of the user, charges will be computed from the time actual use begins.

(m) The use of a crane shall constitute acceptance and acknowledgement by the user of all the conditions and restrictions contained in this Item No. 900.

SECTION ELEVEN
CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.
IN TRANSIT SHEDS AND ON WHARVES AND WHARF PREMISES

Item No.

MONTHLY CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.

Monthly charges for the occupancy of all office space (excluding passenger waiting rooms), private rest rooms (excluding public passenger rest rooms), gear corrals, lockers and portable office structures in transit sheds and on wharves and wharf premises shall be at a rate as follows: (See Exception)

(1) Class A office space and private rest rooms shall be charged for at the rate of 125 cents per square foot per month, subject to a minimum charge of $151.73 per month (subject to Notes 1 and 2).

(2) Class B office space and private rest rooms shall be charged for at the rate of 97 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

[A]
1100

(3) Class C office space and private rest rooms shall be charged for at the rate of 82 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(4) Gear corrals shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

(5) Lockers and portable office structures shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

Note 1. Offices which have been air-conditioned by the Los Angeles Harbor Department at its expense shall be charged an additional 21 cents per square foot per month.

SECTION TWELVE WATER AND ELECTRICITY	Item No.
FRESH WATER RATES Fresh water supplied by the Department of Water and Power of the City of Los Angeles is subject to changes in rates without notification from the Harbor Department. When delivered to vessels at wharves and for services supplied in connection therewith through piplelines of the Harbor Department, a service charge of fifteen per cent (15%) of the cost of such water will be added for the use of such facilities including wharfage. (See Note) NOTE: A maximum charge of $35.86 for each normal billing period (monthly) or fraction thereof will apply. In addition, the following charges will be made: (1) Service charge for portable meter, when furnished .....$8.97 (2) Rental charge for each 50-foot section of water hose, when furnished $8.97	[A] 1200
PENALTY FOR ATTACHING HOSE OR TAKING WATER WITHOUT PERMISSION AND WITHOUT THE USE OF PORTABLE BACK FLOW PREVENTION APPLIANCE For the purpose of preventing contamination of fresh water supply on wharves, the Harbor Department has furnished at each terminal portable back flow prevention appliances for use at all vessel service water outlets and hydrants. It shall be unlawful for any person to attach a hose to a vessel service water outlet or hydrant for the purpose of taking water on board any vessel without first attaching a portable back flow prevention appliance between said hose and said water supply outlet. It shall be unlawful to attach a hose to any other water outlet or hydrant upon any wharf or wharf premises, or to use any water hose or meter, or to take any water or attempt to take any water therefrom, except from regularly installed drinking stands, without permission first having been obtained from the Executive Director, and without having paid or agreed and arranged to pay therefor; provided, however, that any person may attach a hose, or otherwise use the water from any such outlet, for fire fighting purposes during the actual occurrence of a fire. Any violation of this Item shall subject such persons to the general penalties provided in this Tariff.	1205

SECTION FOURTEEN – Continued
CARGO HANDLING -- Continued

Item No.

HANDLING PERMIT FEES

[A]
1415

The handling permit fees shall be five hundred fifty one dollars ($627.00) per annum, or fraction thereof, payable in advance.

FILING OF TARIFFS

1420

No cargo handling permit shall be issued except upon written application therefore, in which application the handler shall specifically agree at all times to keep on file with the Board a tariff and supplements thereto showing the rates for charges of such handler itemized as to operations and as to commodities; provided, that, in case any such handler shall be required by law to publish and file a tariff with any duly constituted regulatory body, a copy of such tariff shall be filed with the Board. Upon complaint of any interested party that any rate charged by a handler, or any rule, regulation or practice of a handler, who is not subject to the jurisdiction of any other duly constituted regulatory body, is discriminatory or unreasonable, the handler shall be required to show cause why an order should not be issued by the Board requiring said handler to modify, change or revise said rate, rule, regulation, or practice. Such complaint shall be filed in writing with the Board and the handler shall be granted a reasonable time to file his written reply thereto.

Any charge based upon a rate in excess of or less than the rates set forth in such current tariff, or any refusal to abide by any lawful Order of the Board requiring a change, revision, or modification of any charge, rate, rule, regulation or practice, shall be sufficient cause for revocation or suspension of a cargo handling permit.

REVOCATION AND PENALTIES

1425

Cargo handling permits shall be revocable by the Board at any time for such cause as the Board may deem just and sufficient.

SECTION FIFTEEN – Continued
PUBLIC LANDINGS -- Continued

Item No.

UNLAWFUL FOR VESSELS TO REMAIN AT PUBLIC LANDINGS
EXCEPT WHILE LOADING OR DISCHARGING

Any vessel availing itself of the privileges in Item 1520, which shall refuse or fail to haul away from such public landing after having finished loading or discharging, or both, as the case may be, which loading or discharging having been begun must be completed without unwarranted delay, shall thereupon be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such landing in violation of this Item. [A] 1525

VESSELS OVER 80 GROSS TONS NOT TO DOCK AT PUBLIC LANDINGS
WITHOUT PERMIT; PENALTY FOR VIOLATIONS

It shall be unlawful for any vessel of over 80 gross register or 50 tons underdeck measurement to dock at or make fast to any public landing without first having obtained a permit so to do from the Executive Director. [A] 1530

In the case of any violation of this rule by any vessel, such vessel, in addition to the other penalties provided in this Tariff or by law, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $125.40 for each and every day, or fraction thereof, it may remain at such landing in violation of this Item.

PASSENGER CARRYING VESSELS FOR HIRE NOT TO DOCK AT
PUBLIC LANDINGS WITHOUT PERMIT

It shall be unlawful for any person operating any passenger carrying vessel for hire to dock at any public landing and take on or discharge passengers thereat without first having obtained a permit so to do from the Executive Director. 1535

SECTION EIGHTEEN – Continued
GENERAL RULES AND REGULATIONS – MISCELLANEOUS – Continued

Item No.

DIVING AND RELATED ACTIVITIES

(a) It shall be unlawful for any person to underwater dive, or to engage or participate in underwater diving or in any other underwater activity in Los Angeles Harbor, except in designated recreational areas, without having in his possession a written permit from the Executive Director authorizing such diving or underwater activity.

(b) It shall be unlawful for any person to underwater dive, or to participate or engage in underwater diving or in any other underwater activity in Los Angeles Harbor unless there is an assistant present who shall be on the surface of the water close over the person engaging in diving or in any other underwater activity and able to make a conspicuous display of the prescribed signals for diving.

(c) It shall be unlawful for any person, while underwater diving or participating or engaging in underwater diving or in any other underwater activity, to examine the hull or ground tackle of, or to attach anything to, or molest in any manner whatsoever, any vessel, or to examine or molest any premises or property in Los Angeles Harbor, without first having obtained written permission so to do from the lawful owner or operator of such vessel, premises or property. [A] 1802

(d) The fees for the permit required by this Item shall be $34.63 for the first year, payable in advance, and $14.33 for each yearly renewal thereafter, payable in advance; provided, that the fee for a permit issued to any person who holds a similar written permit issued by any Port or Harbor in the State of California which is under the jurisdiction and control of the State, a municipality or a port district and which has promulgated rules and regulations regulating diving and authorizing the issuance of permits therefore, shall be $14.33 for the first year, payable in advance; and provided, further, that no fee shall be collected for a permit issued to any authorized employee of the United States, any state, or a municipality or of any political subdivision, department, or agency thereof.

The permit required by this Item may contain such conditions and restrictions as the Executive Director in his discretion may determine reasonably necessary to preserve or minimize the danger to life, limb or property. Failure to comply with any of the provisions contained herein or in such permit shall ipso facto terminate any of the privileges granted by said permit and said permit shall thereafter be null and void.

SECTION NINETEEN – Continued COMMERCIAL FISHING VESSEL – Continued	Item No.
FREE DOCKAGE TO COMMERCIAL FISHING VESSELS (a) For the purpose of providing for the accommodation and promotion of the fishing industry no dockage shall be assessed against any commercial fishing vessel during the time such vessel is actually discharging fish or taking on stores or supplies at any wharf designated by the Executive Director as a fish wharf to be used for such purposes. (b) Commercial fishing vessels ready to be unloaded shall have preference over commercial fishing vessels ready to be loaded, and whenever a commercial fishing vessel has been docked for taking on supplies, or has been unloaded and is ready to be loaded, such vessel must forthwith haul away and vacate the berth in favor of a commercial fishing vessel having a cargo of fish ready to be unloaded. (c) Berth 72 is hereby set aside for the exclusive joint use of the tenants of the Harbor Department occupying stalls in the Municipal Fish Market located on or contiguous to said Berth 72, and it shall be unlawful to make any vessel fast to or to unload any vessel at said Berth 72 except such commercial fishing vessels as actually unload fish for delivery to said Harbor Department tenants.	1905
UNLAWFUL FOR COMMERCIAL FISHING VESSELS TO REMAIN AT WHARVES EXCEPT WHILE UNLOADING OR LOADING Any vessel docked to be unloaded at Berth 72 or to be unloaded or loaded at any wharf designated by the Executive Director pursuant to Item 1905 (a), must be unloaded or loaded with due dispatch and without necessary delay. Any vessel, availing itself of the privileges of Item 1905, which shall refuse or fail to haul away from the wharf and vacate such berth after having finished discharging or loading, or both, as the case may be, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such wharf in violation of this Item. Any such vessel shall also be subject to removal and impound by or at the order of the Executive Director and at the expense and at the sole risk of such vessel and of its agents and owner, to such other place as the Executive Director may direct. All charges made in connection with moving and impounding vessels, as provided for herein, shall become due and payable within thirty (30) days after billing therefore.	[A] 1910

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

DOCKAGE RATES AND CHARGES FOR COMMERCIAL FISHING VESSELS HOLDING A VALID PERMIT

Dockage shall be assessed against all commercial fishing vessels which hold and display a valid annual or temporary Commercial Fishing Vessel Permit issued by the Executive Director at the following rates:

[A]
1930

Annual Permit
Length of vessel per meter or fraction thereof, per month or fraction thereof..... $4.82

Temporary Permit (See Notes 1 and 2)
Length of vessel per meter or fraction thereof, per day or fraction thereof..... $ .49
Length of vessel per meter or fraction thereof, per month or fraction thereof..... $4.82

Note 1: Length of vessel to be determined from documents issued by the United States Coast Guard or the State of California.

Note 2: Charges will be assessed at the daily dockage rate for the first ten (10) days of dockage under each permit. Effective on the commencement of the eleventh (11) day, the owner or operator holding a permit will have the option to continue the payment of dockage at the daily rate or to elect assessment at the rate per month or fraction thereof for the duration of the permit. Dockage at the daily rate shall be due and payable totally in advance. Dockage at the monthly rate shall be due and payable in advance monthly.

Presentation

Port of Los Angeles – Tariff No. 4
2023 General Rate Increase

Eric Caris, Director of Marketing

July 20, 2023

THE PORT OF LOS ANGELES

2023 General Rate Increase

THE PORT OF LOS ANGELES

Today's Focus

- Background
- Percentage Increase and Exclusions
- Financial Impact
- Request for Approval

Background

- Port of Los Angeles Tariff No. 4 describes the rates, charges, rules and regulations of the Port of Los Angeles
- Rated tariff items are periodically reviewed and amended pending market conditions and/or to keep up with inflation
- The last General Rate Increase (GRI): August 1, 2022 (~7.04%)
- Prior to the 2022 GRI no GRI took place since 2005
- Method – The California Ports Authority (CAPA) provides guidance using the year-over-year change in the Western Region CPI-U as of December

Percentage Increase & Exclusions

- 6.2 percent GRI effective September 1, 2023, except the following tariff items:
  - Pilotage
  - Cruise Passenger & AMP Fees
  - Cruise Emergency Lay-up rate schedule
  - Space Assignments
  - Parking Charges
  - Clean Air Action Plan Clean Truck Program fees
  - Incentives Programs

- Exempted items will be amended separately from the GRI process.

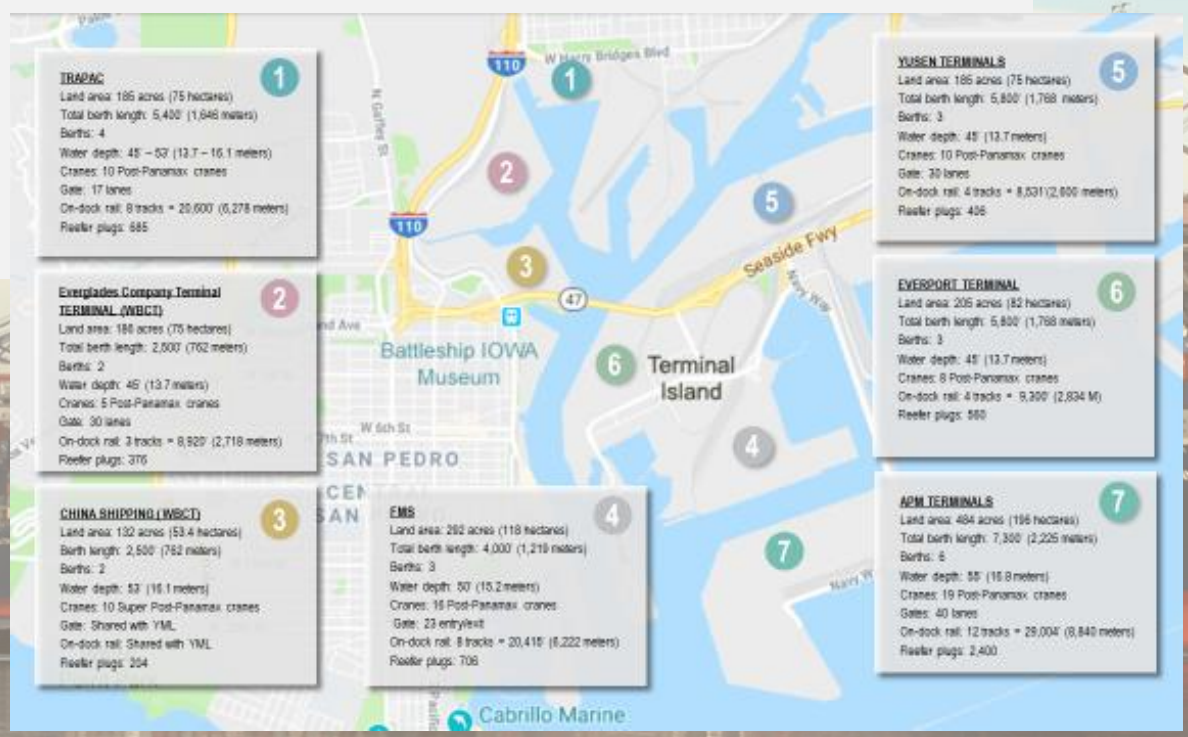
Percentage Increase & Exclusions

(Continued)

THE PORT OF LOS ANGELES

Container Terminals affected by the 6.2% increase:

- APM Terminals Pacific, LTD
- China Shipping Holding Company, LTD
- Everglades Company Terminal, Inc.
- Everport Terminal Services, Inc.
- Yusen Terminals, Inc.



Financial Impact

Summary of $ Increase	Sep 1 - Dec 2023	For Calendar Year 2024	Total
Container Terminals – incur 90% of increase	$2,355,795	$10,787,412	$13,143,207
Non-Container Terminals	$285,943	$883,889	$1,169,832
Total	$2,641,738	$11,671,301	$14,313,039

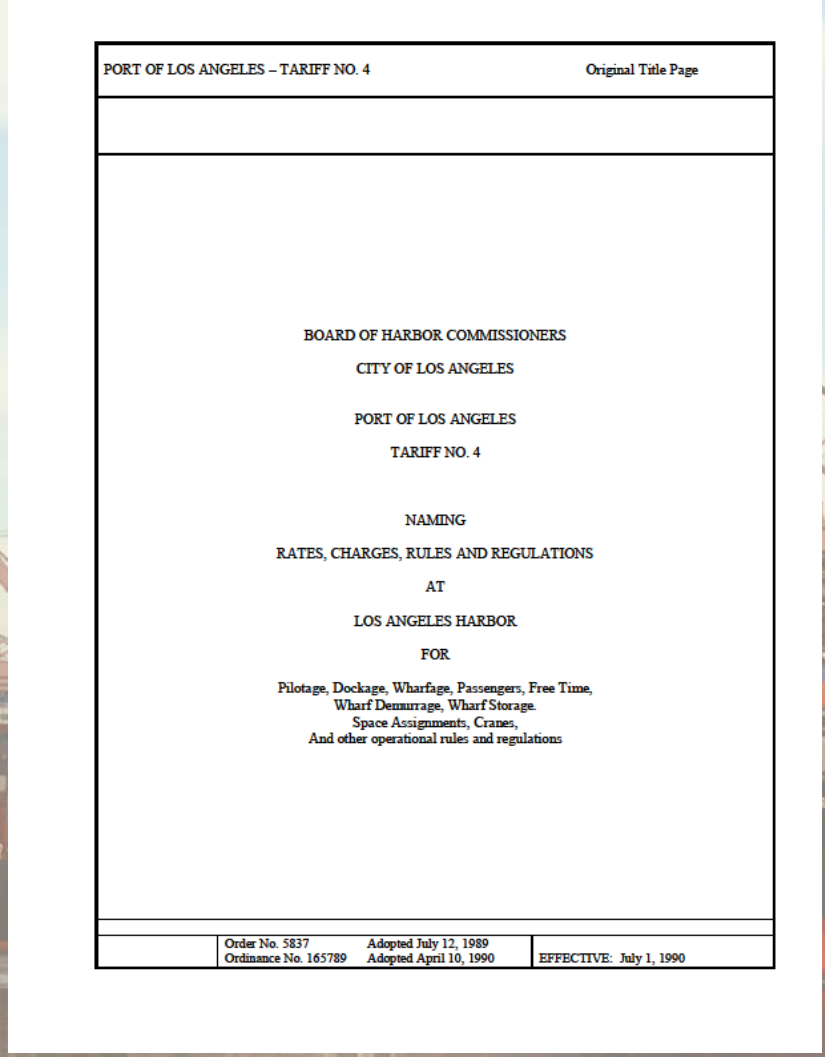
-
-

to

Sep – Dec 2023 = average approximately .27 per TEU
Calendar Year 2024 = average approximately $1.19 per TEU

Request for Approval

- Request Approval of a 6.2 % General Rate Increase effective September 1, 2023



PORT OF LOS ANGELES – TARIFF NO. 4 Original Title Page

BOARD OF HARBOR COMMISSIONERS

CITY OF LOS ANGELES

PORT OF LOS ANGELES

TARIFF NO. 4

NAMING

RATES, CHARGES, RULES AND REGULATIONS

AT

LOS ANGELES HARBOR

FOR

Pilotage, Dockage, Wharfage, Passengers, Free Time,
Wharf Demurrage, Wharf Storage.
Space Assignments, Cranes,
And other operational rules and regulations

Order No. 5837 Adopted July 12, 1989
Ordinance No. 165789 Adopted April 10, 1990
EFFECTIVE: July 1, 1990

THANK YOU
@PortofLA
portoflosangeles.org
THE PORT
OF LOS ANGELES

11. RESOLUTION NO. _____ - APPROVE PERMANENT ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, “GENERAL RATE INCREASE”

THE PORT OF LOS ANGELES
Executive Director's Report to the Board of Harbor Commissioners

DATE: **JULY 12, 2023**

FROM: **CARGO MARKETING**

SUBJECT: **RESOLUTION NO. _____ - APPROVE PERMANENT ORDER TO AMEND PORT OF LOS ANGELES TARIFF NO. 4, "GENERAL RATE INCREASE"**

SUMMARY:

Staff requests approval to amend Port of Los Angeles Tariff No. 4 (Tariff) to increase rated tariff items based on the West Region Consumer Price Index for All Urban Consumers (CPI-U). The California Association of Port Authorities (CAPA), of which the Port of Los Angeles (Port) is a member, adopted an annual general rate increase (GRI) methodology for tariffs based on the CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. On April 28, 2022, the Board of Harbor Commissioners (Board) approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI through CAPA, effective August 1, 2022. Prior to that, the Port implemented GRIs in the Port's Tariff No. 4 (POLA Tariff) in calendar years (CYs) 2004 and 2005, and a 1.7 percent GRI for a temporary 9-month period in July 2013 - March 2014 under Temporary Orders only, which expired when it was not approved by City Council under Permanent Order.

The proposed CAPA GRI, effective September 1, 2023, of 6.2 percent, is applicable to the POLA Tariff rated tariff items, excluding rated tariff items that have a scheduled rate increase as of the effective date. A separate action recommends a Temporary Order to make changes to Tariff No. 4 within the Board's authority to adopt rates for up to 90-days, with any rates to be effective beyond the 90-days requiring this Permanent Order and Ordinance to be approved by the City Council.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III Class 1(31) of the Los Angeles City CEQA Guidelines;

2. Approve the amendment to Port of Los Angeles Tariff No. 4 increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930, subject to the California Association of Port Authorities' review and approval, and authorize the Executive Director to work with the California Association of Port Authorities to secure this approval or proceed to take independent action in accordance with the California Association of Port Authorities' procedure;

3. Adopt Permanent Order No. _____ with an effective date of September 1, 2023, to amend Port of Los Angeles Tariff No. 4, increasing rates to Section Four "Dockage", Items 450 & 480; Section Five "Wharfage", Items 550-001 through 550-801; Section Nine "Container Cranes" Item 900; Section Eleven "Charges for Occupancy of Office Space, etc. In Transit Sheds and on Wharves and Wharf Premises"", Item 1100; Section Twelve "Water and Electricity", Item 1200; Section Fifteen "Public Landings", Items 1525 & 1530; Section Eighteen "General Rules and Regulations – Miscellaneous", Item 1802; and Section Nineteen "Commercial Fishing Vessel", Items 1910 & 1930;

4. Direct the Board Secretary to transmit to the City Council for approval the Permanent Order and the Ordinance approving and authorizing the Amendments to Port of Los Angeles Tariff No. 4 pursuant to City Charter 653(a);

5. Direct the Board Secretary to transmit to the City Clerk a Notice of Public Hearing for publication in accordance with the provisions of California Government Code sections 66018 and 6062a;

6. After the effective date of the Ordinance, transmit the Permanent Order and Ordinance to the Executive Director or his nominee for implementation and posting to the Port of Los Angeles website; and

7. Adopt Resolution No._____.

DISCUSSION:

Background and Context – In CYs 2004 and 2005, CAPA member ports imposed a 5 percent GRI. CAPA member ports opined that over the years, previously implemented GRIs have not kept pace with inflation. At the June 28-29, 2012 CAPA Advisory Committee meeting, direction was given to the CAPA Tariffs and Practices Committee to implement an annual CPI-U based GRI system. The GRI system was to consider the following items:

- Applicable to existing and new tariffs
- Based on the CPI-U
- Effective Date: July 1, 2013
- No adjustments below zero

- Applicable to all CAPA member ports
- Member ports would be able to exercise selective hold-downs and independent action

The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. The Board adopted Temporary Orders for a 1.7 percent GRI for a temporary 9-month period July 2013 - March 2014, which expired when it was not approved by City Council under Permanent Order. On November 4, 2021, the Board and City Council approved Temporary and Permanent Orders amending Tariff No. 4 increasing petroleum products rates by 9.4 and 11.8 percent effective January 1, 2022, and deleting tariff items no longer relevant.

On April 28, 2022 the Board approved Order No. 22-7327, which was approved by City Council Ordinance No. 187649, adopting a 7.1 percent GRI effective August 1, 2022, applicable to Tariff No. 4 rated tariff items, excluding rated tariff items that already had a scheduled rate increase.

The implementation of the proposed GRI allows the Port to keep its rated tariff items up with the level of inflation. Although Tariff No. 4 covers more than 100 items, Item 550-001 is arguably the most important as this is wharfage on Merchandise Not Otherwise Specified (NOS). The NOS rate applies to commodities that are not specifically listed in Tariff No. 4. Importantly, any percent increase of Item 550-001 in Tariff No. 4, NOS rate, effective September 1, 2023 would apply, but not necessarily immediately impact rates at five of the seven container terminal permits at the Port. Container terminal permits whose compensation schedule is tied to the NOS rate are:

- APM Terminals Pacific, LTD
- China Shipping Holding Company, LTD
- Everglades Company Terminal, Inc.
- Everport Terminal Services, Inc.
- Yusen Terminals, Inc.

Container terminal permits, similar to other permits, include a scheduled compensation review process. The scheduled compensation adjustment can be a fixed value or a percentage increase based on a CPI.

Tariff items and/or permits not subject to the proposed GRI effective September 1, 2023:

- Fenix Marine Services' permit is subject to a GRI only when all other container terminal permits see increases in rates resulting from a GRI.
- The TraPac Inc. (TraPac) permit includes a schedule rate increase. TraPac's annual storage and demurrage is also not subject to a GRI.

Other non-container business wharfage rates for break bulk, liquid bulk, and auto terminals would be impacted by the GRI as well. Staff is recommending the Board approve the application of a 6.2 percent GRI based on the CPI-U to all rated items in Tariff No. 4 (Transmittals 1 and 2), except the following tariff items:

- Item No. 330 – Pilotage: Currently on a 5-year rate increase schedule (approved by the Board April 2021).
- Item Nos. 485, 600, and 605: These are part of a separate Cruise Passenger Fee/Alternative Maritime Power (AMP) fee/Emergency Lay-up rate schedule, and will be reviewed prior to the expiration of the Cruise Passenger Fee in September 2023.
- Item No. 810 – Space Assignments: Rates were recently reset and increased based on a CPI level going forward (approved by the Board in October 2020).
- Item No. 1300 – Parking Charges: Parking charges are on a separate fixed rate increase schedule.
- Item No. 2040 – Clean Air Action Plan Clean Truck Program fees and Rates set at specific amounts not intended to be influenced by economic indices.
- Item Nos. 2300-2340 – Incentives Programs set at specific amounts not intended to be influenced by economic indices.

Rate increases would take effect on September 1, 2023.

Need for Amendment – CAPA, of which the Port is a member, adopted an annual general rate increase (GRI) methodology for tariffs based on the West Region CPI-U. The Bureau of Labor Statistics has identified a 6.2 percent increase in the CPI-U for the 12-month period ending December 2022. The implementation of a GRI allows the Port to keep its rated tariff item up with the level of inflation.

Need for Approval – Los Angeles City Charter Section 653 requires the Board to approve any amendment by Order and approval of the City Council by Ordinance. A separate action recommends Board adoption of a Temporary Order within its Los Angeles City Charter authority to approve changes to Tariff No. 4, to be effective for a period not to exceed 90 days. The Temporary Order, if approved, will be effective September 1, 2023, and expire 90 days after the effective date or upon execution of the Permanent Order (Transmittal 3) and Ordinance (Transmittal 4) by the City Council, whichever occurs first. This action for Board and City Council adoption of a Permanent Order and Ordinance are required under the Charter to make changes to Tariff No. 4 beyond the Temporary Order's 90-day effective period.

ENVIRONMENTAL ASSESSMENT:

The proposed action is the approval of a Permanent Order to amend the Port of Los Angeles Tariff No. 4, which is an activity that modifies any rate, fee, or charge for the use of existing municipal facilities and services involving negligible or no expansion of use. Therefore, the Director of Environmental Management has determined that the proposed action is categorically exempt from the requirements of CEQA in accordance with Article III Class 1(31) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Permanent Order would implement a general rate increase to all revenue-generating items, with certain exceptions, under Tariff No. 4. The NOS rate described within Item 550-001 would increase from 669 to 710 as proposed. If the proposed Permanent Order is approved, staff estimates that operating revenues through December 31, 2023 would increase by approximately $2.6 million, or 0.6 percent, while annual revenues the following year through December 31, 2024 would increase by approximately $11.7 million or 2.7 percent.

The aggregate increase to the NOS rate will not generate a full 6.2 percent increase in operating revenues as certain key permits already include language which increase rates based upon the greater of the annual change in CPI or the annual change in the NOS rate. In addition, certain permits include either exclusions or scheduled rate increases that are not subject to changes in the NOS rate.

CITY ATTORNEY:

The Office of the City Attorney has approved as to form and legality the proposed Permanent Order and Ordinance.

TRANSMITTALS:

1. POLA Tariff No. 4
2. Proposed CPI GRI Items
3. Permanent Order
4. Ordinance

FIS Approval: MB **(initials)**
CA Approval: JC **(initials)**

ERIC CARIS
Director of Cargo Marketing

Michael DiBernardo

MICHAEL DIBERNARDO
Deputy Executive Director

APPROVED:

Marla Blevins For

EUGENE D. SEROKA
Executive Director

Transmittal 1

SECTION FOUR – Continued DOCKAGE -- Continued	Item No.
PAYMENTS MADE WHEN DUE Except as provided in Item 420, all charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire, or unless such vessel is on the Credit List. (See Item No. 260, Credit List.) Errors, if any, will be rectified.	440
PENALTY FOR FAILURE TO PAY WHEN DUE Refusal or failure to pay dockage in accordance with Item 420 or Item 440, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel which has been placed on the Delinquent List shall be permitted to use any municipal berth without first paying double the dockage incurred and not paid, and $12.54 in addition thereto. (See Item No. 260, Credit List.)	[A] 450
TRANSFER FROM ONE MUNICIPAL BERTH TO ANOTHER Dockage shall be assessed against a vessel shifting directly from one municipal berth to another municipal berth based upon the total time at such berths considered together.	460

SECTION FOUR – Continued
DOCKAGE -- Continued

Item No.

FULL DOCKAGE

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Item, except as otherwise provided in this Tariff. (See Note.)

Full dockage rates shall be as follows:

OVERALL LENGTH OF VESSEL IN METERS		CHARGE PER 24-HOUR DAY OR FRACTION THEREOF
Over	But Not Over	
0	30	$91
30	45	133
45	60	183
60	75	256
75	90	380
90	105	597
105	120	855
120	135	1157
135	150	1504
150	165	1894
165	180	2327
180	195	2804
195	210	3325
210	225	3889
225	240	4495
240	255	5145
255	270	5843
270	285	6579
285	300	7362
300	315	7709
315	330	9056
330	345	9967
345	360	10924
360	375	11921
375	390	12966
390	Over	12966
	Plus $	36 per lineal meter or fraction thereof

[A]
480

NOTE: Vessels leaving and returning to Los Angeles Harbor on regular daily schedules shall not be assessed more than one day's full dockage in any 24-hour period.

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Merchandise NOS (See Item 030) ..... +Note: Any change in the Merchandise NOS rate shall be off-set by any Scheduled Increase In Compensation of a container terminal tenant's permit with the Harbor Department. This offset shall only be applicable to the container terminal tenant's compensation year in which the Merchandise NOS rate is changed.	710	[A]+ 001
Merchandise carried in cargo containers originating at United States Pacific Coast ports or British Columbia ports transported by a coastwise feeder service for transshipment, as defined in Item 515, to vessels for continuous movement in foreign or offshore trades, per container Overall Length in Meters — Over / But Not Over — Charge 0 / 9 / $68.98 9 / Over / $124.15 Note: Does not apply to cargo originating in foreign countries other than British Columbia and other that United States or Canadian Foreign Trade Zones.		[A] 003
Merchandise carried in cargo containers destined to United States Pacific Coast ports or British Columbia ports as a continuous movement in foreign or offshore trades and transshipped, as defined in Item 515, for transport by a coastwise feeder service, per container. Overall Length in Meters — Over / But No Over — Charge 0 / 9 / $68.98 9 / Over / $124.15		[A] 004
Merchandise carried in cargo containers transported in coastwise trade as defined in Item 100[o], per container. Overall Length in Meters — Over / But Not Over — Charge 0 / 9 / $68.98 9 / Over / $124.15		[A] 005

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

Bananas	Per KT 551	[A] 020
Beverages, alcoholic, NOS, in bottles	710	[A] 023
Buildings, modules, including mobile	Per M-3 497	[A] 024
Cans, aluminum, empty, set up	Per M-3 449	[A] 026

Merchandise, NOS, carried in cargo containers or trailers, manifested and assessed freight charges by the vessel on a per container or per trailer basis will be assessed wharfage on the basis of weight or measurement, whichever will yield the greater revenue, at rates applicable in Item 550-001. If measurement of the cargo is not available, the charge will be based on the overall length of the container as follows (Subject to Note): [A] 030

Overall Length in Meters

Over	But Not Over	Charge
0	7	$219.75
7	9	$269.91
9	13	$441.88
13	over	$568.48

Note: Over flow cargo in multiple containers shall be excluded from charges based on the overall length of the containers.

Cargo vans or containers, empty as described in Item 100(t), paragraphs 3 and 4.

OVERALL LENGTH IN METERS Over	But Not Over	Per Van Or Container	
0	7	$10.61	[A] 031
7	9	$12.77	
9	13	$21.31	
13	over	$27.44	

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
* Transferred Merchandise (Subject to Notes 1 through 5) Note 1: Subject to provisions of Tariff No. 4, Item 520. Note 2: Wharfage assessed under this item may be reported as wharfage charges at $72.83 per container, at the discretion of terminal operator. Note 3: Terminal operator must provide a written request to use this item and the Executive Director may grant written approval. Note 4: The Executive Director may revoke permission for the terminal operator to handle transferred merchandise on 72 hours' written notice to the terminal operator. Note 5: Container movements from the Port of Long Beach are restricted to alliance partners' merchandise only, covering a volume not to exceed 500 containers per week, per terminal. The factors the Executive Director may consider in deciding whether to grant a flat fee under Item 520, Exception 2, include, but are not limited to: (1) Whether the transferred merchandise has been generated from a carrier which is an alliance member of the terminal operator's customers; (2) Whether and how the handling of the transferred merchandise in the Port of Los Angeles will impact other terminals in the Port; (3) Whether allowing such handling will assist rail carriers in minimizing traffic along intermodal routes; (4) Whether the terminal operator making the request is current in all its obligations to the Port; and (5) Such other factors as may be presented to the Executive Director based on the unique facts of each case. The Executive Director may further restrict the hours of operation noted above upon first providing the terminal operator with 24 hours' written notice.	Per Container *$77.35	[A] 033

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
(Transferred from Fifth Revised Page 52)		
Coffee, green in bags	Per KT 710	[A] 035
Food Products, canned or bottled, including Beer and other Malt Liquors	Per KT 821	[A] 037
Fresh fruit and fresh vegetables, N.O.S.	Per KT 710	[A] 045
Metals, loose, in bundles, coils or packages, viz.: (See Note)	Per KT 710	[A] 047
Angles, bars, beams, channels, pipe and plate Note: Wharfage assessed under this item is subject to a minimum charge of $141.70 per bill of lading.		

SECTION FIVE – Continued
WHARFAGE – Continued

		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Metals, loose, in bundles, coils or packages, viz.: Billets, ingots, piling, rails, rod, sheet, slabs, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope	Per KT 710	[A] 048
Slabs, steel: Minimum Annual Volume 500,000 Metric Tons (Subject to Notes 1 and 2)	Per KT 635	[A] 049
Note 1: Applicable after submission and approval of written application for volume rate by the Executive Director.		
Note 2: Applicant must be a terminal operator with an agreement with the City of Los Angeles.		
Liquids, including petro-chemical and aqua-ammonia, but excluding petroleum, other petroleum products and water, in bulk, from or to vessels through private line	Per KT 200	[A] 050
Livestock, or other animals.....	Per Head 675	[A] 055
Lumber and lumber products, viz.: (See Note) Lumber, logs and timber Foreign, intercoastal and offshore..... Coastwise.....	Per 1,000 Ft. B.M. 1214 525	[A] 060
Note: If freighted by vessel on other than a B.M. basis or the equivalent of B.M. stated in cubic meters, the Merchandise, N.O.S. rate shall apply.		
Newsprint.....	Per KT 690	[A] 070
Commercial or freight vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment.....	Per KT 1897	[A] 072

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Farm and garden tractors	710	[A] 076
United States Mail.....	Per KT 1277	[A] 090
Yachts, sailing boats and pleasure craft	Per M-3 462	[A] 092

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Vehicles, motor, self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis.	Per Vehicle 3010	[A] 095
Automobiles, passenger, seating capacity not exceeding ..... 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2508	[A] 096
The term "Battery Electric Vehicle (EV)" when used in item 097 and 098 below, is a vehicle which uses one or more electric motors for propulsion and is "fueled" by a battery charger that transfers electricity by electric utilities into the vehicle battery to "recharge" it. EV has zero tailpipe emissions.		
Battery Electric Vehicle (EV), self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks	Per Vehicle 2558	[A] 097
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2131	[A] 098
TO APPLY FOR ITEMS 097 AND 098, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) Bills of Lading provided to the Port shall be claused as follows: "The vehicles included on this Bill of Lading are Battery Electric Vehicles (EV)"		
Vessel's stores and supplies (other than as provided in Item 525)	Per KT 710	[A] 100
MERCHANDISE AS LISTED		
Automobile, bus and truck parts, N.O.S	W/M 710	[A] 306
Bicycle, Parts and Accessories.....		320
Clothing and Footwear, New, N.O.S		322
Chemicals, N.O.S.....		325
Food or Food Preparations, N.O.S		331

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE AS LISTED		
	W/M	[A]
Furniture and Household Goods, including Household Appliances.....	710	340
Machinery, N.O.S.		343
Luggage		344
Motorcycles, Parts, and Accessories.....		345
Resins.....		350
Sporting Goods and Toys, N.O.S.....		353
Tires and Tubes.....		355
Wood Products, N.O.S.		375
Electrical and Electronic Equipment, Accessories, and Parts.....		380

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE (OTHER THAN BULK) AS LISTED Subject to Note When Carried in Containers		
	Per KT	[A]
Animal Feed	710	501
Batteries, Scrap		505
Borax, borates, boric acid		510
Cereal grains, dried beans and dried peas, in bags weighing not less than 22 kg		515
Cotton, cotton linters, in bales		520
Diatomaceous earth		525
Empty Pallets or dunnage, returning		530
Hides or skins		535
Fresh or fresh frozen meat and poultry		540
	Per KT	[A]
Fresh or frozen meat, non-containerized, from Australia and New Zealand	586	541
	Per KT	[A]
Fresh or fresh frozen fish and shellfish	710	545
Scrap metals, in containers		550
Waste Paper		555
Note: Wharfage assessed under these items is subject to a minimum charge per container or trailer of $123.01 for containers or trailers not exceeding 7.5 meters in length and $160.03 for containers or trailers exceeding 7.5 meters in length		
	Per KT	[A]
Stone, cast or natural: viz: Granite or Marble	710	570
	Per KT	[A]
Tile, viz: Clay, Concrete, Earthenware, Quarries, or Terrazzo	710	580

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No.	Adopted	EFFECTIVE:
	Ordinance No.	Adopted	

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PETROLEUM AND PETROLEUM PRODUCTS OTHER THAN PETROCHEMICALS AND AQUA-AMMONIA	Per Barrel of 159 Liters	
Oil, crude, in bulk	$0.108	600 [A]
Bunkers, loaded to vessel.....	$0.108	605 [A]
Refined petroleum products, including non-petroleum Based motorgrade fuel additives, in bulk.....	$0.119	610 [A]
Fuel oils, N.O.S.....	$0.119	615 [A]
Gasoline	$0.119	620 [A]
Jet fuel.....	$0.119	625 [A]
	Per Cubic Meter	
Item 650-Liquid Petroleum Gas, In Bulk Canceled Effective January 1, 2022	$0.64	650 [D]

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK		
Merchandise, dry, in bulk, not carried in cargo containers or trailers		
Merchandise, N.O.S	Per KT 261	[A] 710
Coal	Per KT 145	[A] 712
Cement, cement clinkers, cement components and additives	Per KT 179	[A] 715
Coke	Per KT 161	[A] 716
Scrap Metal	Per KT 242	[A] 719
Chemicals, N.O.S	Per KT 261	[A] 725
Fertilizers, N.O.S	Per KT 261	[A] 730
Ammonium Sulfate	Per KT 179	[A] 732
Ores and ore concentrates, N.O.S	Per KT 179	[A] 740
Copper concentrate	Per KT 179	[A] 742
Bauxite	Per KT 179	[A] 744
Sulphur	Per KT 179	[A] 750
Sand	Per KT 179	[A] 755

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK, CONTAINERIZED		
Merchandise, N.O.S., in bulk, carried in cargo containers or trailers.....	Per KT 710	[A] 775
Ore and ore concentrates, N.O.S.....	Per KT 710	[A] 780
Fertilizers, N.O.S	Per KT 710	[A] 785
Chemicals, N.O.S.....	Per KT 710	[A] 790

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
<u>PROJECT RATES</u> PROJECT RATES...applicable to shipments in connection with removal, construction, reconstruction of major capital projects or facilities: TO APPLY THESE RATES, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) The commodities to be transported or received shall be of a wholly proprietary nature, not for resale, and are for use in the construction, erection, and/or installation of .....(Project Name)..... B) Bills of Lading shall be claused as follows: "All materials included on this Bill of Lading are of a proprietary nature, not for resale, and are for use in construction, erection, and/or installation of .....(Project Name)..... C) Receive approval of the Terminal Operator and the Executive Director of the Port of Los Angeles. The following are excluded from application of these special rates, unless otherwise provided: a. Automobiles b. Motor trucks (other than dump trucks) c. Tractors d. Explosives e. Dangerous or hazardous cargo, restricted to on-deck stowage f. Refrigerator or cool room cargo g. Household goods and personal effects h. All cargo taking rates lower than Project Rates.	Per KT 551	[A] 801

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND, WHARF STORAGE -- Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

Wharf demurrage shall be assessed against all merchandise remaining on the wharf or wharf premises after the expiration of the free time allowed (See Item 720) at wharf demurrage rates named in this Item (subject to Notes 1,2,3,4 and 5).

Note 1. See Item 790 for wharf storage rates.

Note 2. When requested in writing by the steamship company and when verification can be made from steamship company's records, the Executive Director may waive wharf demurrage against small portions of shipments of merchandise requiring recoopering, against small portions of shipments of merchandise discharged from a vessel which have not been located at the time of delivery of the major portion of such merchandise, against merchandise discharged from a vessel which is deadover without billing and which may not be delivered by a steamship company until ownership thereof is established, and against portions of shipments of merchandise in bond held by Customs for the appraiser's store.

[A]
780

Note 3. Rates provided in this Rule will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 4. The minimum wharf demurrage charge shall be $24.14 per lot excepting automobiles and pick-up trucks.

Note 5. In those cases in which merchandise remains on wharf demurrage for extended periods of time, accrual reports shall be made by the terminal operator and invoices shall be issued by the Harbor Department for the amount of demurrage charges accrued on a particular lot of cargo for an initial 45-day period and each subsequent 30-day period. Neglect or refusal to deliver the accrual reports to the Executive Director within 15 days following the completion of the initial 45-day period and subsequent 30-day periods of demurrage will result in the assessment of a penalty charge of two percent (2%) of total demurrage charges incurred.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE – Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME -- Continued

RATES

In cents per day or fraction thereof, Saturdays, Sunday and holidays included, per KT or cubic meter or fraction thereof or other unit, on the same basis as wharfage is assessed, except as noted.

Commodity	Charge per day for first 5 days	Charge per day for each Additional day over 5 days
Merchandise, N.O.S, not carried in cargo containers or trailers. Note: If measurement of the cargo is required but not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.	81	164
Merchandise, N.O.S., carried in cargo containers or trailers. Note: If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:	81	164

OVERALL LENGTH IN METERS

Over	But Not Over		
0	7	2483	4960
7	9	3034	6069
9	13	4966	9932
13	over	6484	12966

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARFAGE DEMURRAGE – Continued

Commodity	Charge per day for first 5 days	Charge per day for each additional day over 5 days
Vehicles, motor, self-propelling, set up on own wheels, viz.:		
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick- up truck chassis.		
Shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle.	242	482
Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	807	1614
Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	242	482
Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	242	482

[A]
780
(Cont.)

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

[C] WHARF STORAGE

Merchandise may be stored on wharves and wharf premises for limited periods of time after prior arrangements have been made by the shipper or consignee thereof, if:

(a) Space is available; and

(b) The prompt loading or discharging of vessels will in no manner be interfered with; and

(c) Approved by the Terminal Operator and the Executive Director.

[A]
790

Wharf storage shall be assessed against all merchandise permitted to be stored on wharves at wharf storage rates named in this Item (subject to Notes 1, 2, and 3).

Note 1. Subject to the provisions of paragraph (2), Item 710.

Note 2. Rates provided in this Item will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 3. Merchandise permitted to be stored on wharves will be assessed a minimum charge of five (5) days storage at rates named in this Item, but not less than $24.14 per lot.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

RATES

In cents per day, or fraction thereof, Saturdays, Sundays and holidays included, per KT or cubic meter or fraction thereof, whichever shall yield the greater revenue, except as noted in individual items.

Merchandise, N.O.S., not stored in cargo containers or trailers.

Note: If measurement of the cargo is not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.

[A]
790
(Cont.)

Stored on covered areas 80
Stored on uncovered areas,
when requested by shipper or consignee thereof 41

Merchandise, N.O.S., stored in cargo containers or trailers 41

Note: If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:

OVERALL LENGTH IN METERS

Over	But Not Over	
0	7	1255
7	9	1531
9	13	2511
13	over	3241

Cotton, cotton linters, compressed in bales, per KT or fraction thereof 34

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

	RATE	
Vehicles, motor, self-propelling, set up on own wheels Viz.: Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT	179	
Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle . . . . . (not subject to Note 3)	179	[A] 790

Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.

Charge per day for first 21 days	Charge per day for each additional day over 21 to 45 days	Charge per day for each additional day over 45 days
76	151	455

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION NINE – Continued
CONTAINER CRANES – Continued

Item No.

RULES AND REGULATIONS GOVERNING THE USE OF
HARBOR DEPARTMENT CONTAINER CRANES -- Continued

(j) All persons desiring to use a crane, as far in advance of the date of requested use as possible, shall make application to the Executive Director specifying the date and time of proposed use, nature and quantity of cargo to be handled, the estimated length of use and nature of use. Users shall be assigned use of a crane in order of their applications. Such assignments shall be subject to modification as required to accommodate preferential and secondary crane assignees. Such assignments may also be modified if a vessel is not actually available at the berth or if cargo is not actually available on the wharf premises. User shall conduct its operations expeditiously and shall cease use and return the crane to the control of the Harbor Department without delay upon conclusion of authorized use thereof or sooner when the crane is required by a preferential or secondary crane assignee. The Executive Director shall have the right to order the user to cease operation of a crane immediately whenever, in his opinion, the user is not using said crane in accordance with the terms of the assignment, or whenever such cessation is necessary for the best interest of the Port.

[A]
900
(Cont.)

(k) The Executive Director may refuse to assign a crane for purposes of handling any merchandise which in his opinion cannot be handled by the crane without substantial risk to any person or property, including the crane.

(l) The charge for the use of container cranes shall be $767 per hour. After the first hour, the charge shall be calculated in 15 minute increments or fraction thereof. The charge shall include the cost of fuel or power and normal repair and maintenance only. The charge shall apply from the time specified in the assignment or when operations begin, whichever occurs first, and shall continue until the crane is released to the Harbor Department. If the crane is unavailable for use at the time specified in the assignment for reasons beyond the control of the user, charges will be computed from the time actual use begins.

(m) The use of a crane shall constitute acceptance and acknowledgement by the user of all the conditions and restrictions contained in this Item No. 900.

SECTION ELEVEN
CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.
IN TRANSIT SHEDS AND ON WHARVES AND WHARF PREMISES

Item No.

MONTHLY CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.

Monthly charges for the occupancy of all office space (excluding passenger waiting rooms), private rest rooms (excluding public passenger rest rooms), gear corrals, lockers and portable office structures in transit sheds and on wharves and wharf premises shall be at a rate as follows: (See Exception)

(1) Class A office space and private rest rooms shall be charged for at the rate of 125 cents per square foot per month, subject to a minimum charge of $151.73 per month (subject to Notes 1 and 2).

[A]
1100

(2) Class B office space and private rest rooms shall be charged for at the rate of 97 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(3) Class C office space and private rest rooms shall be charged for at the rate of 82 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(4) Gear corrals shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

(5) Lockers and portable office structures shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

Note 1. Offices which have been air-conditioned by the Los Angeles Harbor Department at its expense shall be charged an additional 21 cents per square foot per month.

SECTION TWELVE WATER AND ELECTRICITY	Item No.
FRESH WATER RATES Fresh water supplied by the Department of Water and Power of the City of Los Angeles is subject to changes in rates without notification from the Harbor Department. When delivered to vessels at wharves and for services supplied in connection therewith through piplelines of the Harbor Department, a service charge of fifteen per cent (15%) of the cost of such water will be added for the use of such facilities including wharfage. (See Note) NOTE: A maximum charge of $35.86 for each normal billing period (monthly) or fraction thereof will apply. In addition, the following charges will be made: (1) Service charge for portable meter, when furnished .....$8.97 (2) Rental charge for each 50-foot section of water hose, when furnished $8.97	[A] 1200
PENALTY FOR ATTACHING HOSE OR TAKING WATER WITHOUT PERMISSION AND WITHOUT THE USE OF PORTABLE BACK FLOW PREVENTION APPLIANCE For the purpose of preventing contamination of fresh water supply on wharves, the Harbor Department has furnished at each terminal portable back flow prevention appliances for use at all vessel service water outlets and hydrants. It shall be unlawful for any person to attach a hose to a vessel service water outlet or hydrant for the purpose of taking water on board any vessel without first attaching a portable back flow prevention appliance between said hose and said water supply outlet. It shall be unlawful to attach a hose to any other water outlet or hydrant upon any wharf or wharf premises, or to use any water hose or meter, or to take any water or attempt to take any water therefrom, except from regularly installed drinking stands, without permission first having been obtained from the Executive Director, and without having paid or agreed and arranged to pay therefor; provided, however, that any person may attach a hose, or otherwise use the water from any such outlet, for fire fighting purposes during the actual occurrence of a fire. Any violation of this Item shall subject such persons to the general penalties provided in this Tariff.	1205

SECTION FOURTEEN – Continued CARGO HANDLING -- Continued	Item No.
HANDLING PERMIT FEES The handling permit fees shall be five hundred fifty one dollars ($627.00) per annum, or fraction thereof, payable in advance.	[A] 1415
FILING OF TARIFFS No cargo handling permit shall be issued except upon written application therefore, in which application the handler shall specifically agree at all times to keep on file with the Board a tariff and supplements thereto showing the rates for charges of such handler itemized as to operations and as to commodities; provided, that, in case any such handler shall be required by law to publish and file a tariff with any duly constituted regulatory body, a copy of such tariff shall be filed with the Board. Upon complaint of any interested party that any rate charged by a handler, or any rule, regulation or practice of a handler, who is not subject to the jurisdiction of any other duly constituted regulatory body, is discriminatory or unreasonable, the handler shall be required to show cause why an order should not be issued by the Board requiring said handler to modify, change or revise said rate, rule, regulation, or practice. Such complaint shall be filed in writing with the Board and the handler shall be granted a reasonable time to file his written reply thereto. Any charge based upon a rate in excess of or less than the rates set forth in such current tariff, or any refusal to abide by any lawful Order of the Board requiring a change, revision, or modification of any charge, rate, rule, regulation or practice, shall be sufficient cause for revocation or suspension of a cargo handling permit.	1420
REVOCATION AND PENALTIES Cargo handling permits shall be revocable by the Board at any time for such cause as the Board may deem just and sufficient.	1425

SECTION FIFTEEN – Continued
PUBLIC LANDINGS -- Continued

Item No.

UNLAWFUL FOR VESSELS TO REMAIN AT PUBLIC LANDINGS
EXCEPT WHILE LOADING OR DISCHARGING

Any vessel availing itself of the privileges in Item 1520, which shall refuse or fail to haul away from such public landing after having finished loading or discharging, or both, as the case may be, which loading or discharging having been begun must be completed without unwarranted delay, shall thereupon be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such landing in violation of this Item. [A] 1525

VESSELS OVER 80 GROSS TONS NOT TO DOCK AT PUBLIC LANDINGS
WITHOUT PERMIT; PENALTY FOR VIOLATIONS

It shall be unlawful for any vessel of over 80 gross register or 50 tons underdeck measurement to dock at or make fast to any public landing without first having obtained a permit so to do from the Executive Director. [A] 1530

In the case of any violation of this rule by any vessel, such vessel, in addition to the other penalties provided in this Tariff or by law, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $125.40 for each and every day, or fraction thereof, it may remain at such landing in violation of this Item.

PASSENGER CARRYING VESSELS FOR HIRE NOT TO DOCK AT
PUBLIC LANDINGS WITHOUT PERMIT

It shall be unlawful for any person operating any passenger carrying vessel for hire to dock at any public landing and take on or discharge passengers thereat without first having obtained a permit so to do from the Executive Director. 1535

SECTION EIGHTEEN – Continued
GENERAL RULES AND REGULATIONS – MISCELLANEOUS – Continued

Item No.

DIVING AND RELATED ACTIVITIES

(a) It shall be unlawful for any person to underwater dive, or to engage or participate in underwater diving or in any other underwater activity in Los Angeles Harbor, except in designated recreational areas, without having in his possession a written permit from the Executive Director authorizing such diving or underwater activity.

(b) It shall be unlawful for any person to underwater dive, or to participate or engage in underwater diving or in any other underwater activity in Los Angeles Harbor unless there is an assistant present who shall be on the surface of the water close over the person engaging in diving or in any other underwater activity and able to make a conspicuous display of the prescribed signals for diving.

(c) It shall be unlawful for any person, while underwater diving or participating or engaging in underwater diving or in any other underwater activity, to examine the hull or ground tackle of, or to attach anything to, or molest in any manner whatsoever, any vessel, or to examine or molest any premises or property in Los Angeles Harbor, without first having obtained written permission so to do from the lawful owner or operator of such vessel, premises or property. [A] 1802

(d) The fees for the permit required by this Item shall be $34.63 for the first year, payable in advance, and $14.33 for each yearly renewal thereafter, payable in advance; provided, that the fee for a permit issued to any person who holds a similar written permit issued by any Port or Harbor in the State of California which is under the jurisdiction and control of the State, a municipality or a port district and which has promulgated rules and regulations regulating diving and authorizing the issuance of permits therefore, shall be $14.33 for the first year, payable in advance; and provided, further, that no fee shall be collected for a permit issued to any authorized employee of the United States, any state, or a municipality or of any political subdivision, department, or agency thereof.

The permit required by this Item may contain such conditions and restrictions as the Executive Director in his discretion may determine reasonably necessary to preserve or minimize the danger to life, limb or property. Failure to comply with any of the provisions contained herein or in such permit shall ipso facto terminate any of the privileges granted by said permit and said permit shall thereafter be null and void.

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

FREE DOCKAGE TO COMMERCIAL FISHING VESSELS

(a) For the purpose of providing for the accommodation and promotion of the fishing industry no dockage shall be assessed against any commercial fishing vessel during the time such vessel is actually discharging fish or taking on stores or supplies at any wharf designated by the Executive Director as a fish wharf to be used for such purposes. 1905

(b) Commercial fishing vessels ready to be unloaded shall have preference over commercial fishing vessels ready to be loaded, and whenever a commercial fishing vessel has been docked for taking on supplies, or has been unloaded and is ready to be loaded, such vessel must forthwith haul away and vacate the berth in favor of a commercial fishing vessel having a cargo of fish ready to be unloaded.

(c) Berth 72 is hereby set aside for the exclusive joint use of the tenants of the Harbor Department occupying stalls in the Municipal Fish Market located on or contiguous to said Berth 72, and it shall be unlawful to make any vessel fast to or to unload any vessel at said Berth 72 except such commercial fishing vessels as actually unload fish for delivery to said Harbor Department tenants.

UNLAWFUL FOR COMMERCIAL FISHING VESSELS TO REMAIN AT WHARVES EXCEPT WHILE UNLOADING OR LOADING

Any vessel docked to be unloaded at Berth 72 or to be unloaded or loaded at any wharf designated by the Executive Director pursuant to Item 1905 (a), must be unloaded or loaded with due dispatch and without necessary delay. [A] 1910

Any vessel, availing itself of the privileges of Item 1905, which shall refuse or fail to haul away from the wharf and vacate such berth after having finished discharging or loading, or both, as the case may be, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such wharf in violation of this Item.

Any such vessel shall also be subject to removal and impound by or at the order of the Executive Director and at the expense and at the sole risk of such vessel and of its agents and owner, to such other place as the Executive Director may direct.

All charges made in connection with moving and impounding vessels, as provided for herein, shall become due and payable within thirty (30) days after billing therefore.

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

DOCKAGE RATES AND CHARGES FOR COMMERCIAL FISHING VESSELS HOLDING A VALID PERMIT

Dockage shall be assessed against all commercial fishing vessels which hold and display a valid annual or temporary Commercial Fishing Vessel Permit issued by the Executive Director at the following rates: [A] 1930

Annual Permit
Length of vessel per meter or fraction thereof, per month or fraction thereof..... $4.82

Temporary Permit (See Notes 1 and 2)
Length of vessel per meter or fraction thereof, per day or fraction thereof..... $ .49
Length of vessel per meter or fraction thereof, per month or fraction thereof..... $4.82

Note 1: Length of vessel to be determined from documents issued by the United States Coast Guard or the State of California.

Note 2: Charges will be assessed at the daily dockage rate for the first ten (10) days of dockage under each permit. Effective on the commencement of the eleventh (11) day, the owner or operator holding a permit will have the option to continue the payment of dockage at the daily rate or to elect assessment at the rate per month or fraction thereof for the duration of the permit. Dockage at the daily rate shall be due and payable totally in advance. Dockage at the monthly rate shall be due and payable in advance monthly.

Transmittal 2

			9/1/2023	
POLA Tariff Item No.	Articles	POLA Current Rate	GRI 6.2%	Comment
	Dockage - Section 4			
450	Dockage - Penalty to Pay When Due, in dollars ,after paying double the dockage incurred	11.81	$12.54	
480*	Dockage - Charge per 24 hour day for a 200 meter vessel (example), in dollars	3131	3325	*See Exhibit B "Dockage" for all rates
480*	Dockage - Charge per 24 hour day for vessel over 390 meters (example), in dollars	12209 + 34 per lineal meter	12966 + 36 per lineal meter	*See Exhibit B "Dockage" for all rates
	Wharfage - Section 5			
550-001	Merchandise, Not Otherwise Specified (NOS), in cents per KT or M3	669	710	
550-003	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (originating at US/Canada Pacific Coast ports transported by coastwise feeder service for transshipment to vessels for continuous movement in foreign or offshore trades)	64.95	68.98	
550-003	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (originating at US/Canada Pacific Coast ports transported by coastwise feeder service for transshipment to vessels for continuous movement in foreign or offshore trades)	116.9	124.15	
550-004	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (inbound to US/Canada Pacific Coast ports as a continuous movement in foreign or offshore trades and transshipped for transport by a coastwise feeder service)	64.95	68.98	
550-004	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (inbound to US/Canada Pacific Coast ports as a continuous movement in foreign or offshore trades and transshipped for transport by a coastwise feeder service)	116.9	124.15	
550-005	Merchandise, Not Otherwise Specified (NOS) in Containers, 0-9 meters long, in dollars per container (transported in coastwise trade)	64.95	68.98	
550-005	Merchandise, Not Otherwise Specified (NOS) in Containers, 9+ meters long, in dollars per container (transported in coastwise trade)	116.9	124.15	
550-020	Bananas, per KT	519	551	
550-023	Beverages, Alcoholic, NOS, in bottles, in cents per KT or m3	669	710	
550-024	Buildings, Modules, including mobile, in cents per m3	468	497	
550-026	Cans, aluminum, empty, set-up, in cents per m3	423	449	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 0-7m, in dollars per container	$206.92	219.75	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 7-9m, in dollars per container	$254.15	269.91	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 9-13m, in dollars per container	$416.08	441.88	
550-030	Merchandise, NOS, in containers, with no weight or measurement available, 13+m, in dollars per container	$535.29	568.48	
550-031	Containers, empty, 0-7m, in dollars per container	$9.99	10.61	
550-031	Containers, empty, 7-9m, in dollars per container	$12.02	12.77	
550-031	Containers, empty, 9-13m, in dollars per container	$20.07	21.31	
550-031	Containers, empty, 13+m, in dollars per container	$25.84	27.44	
550-033	Transferred merchandise, in dollars per container	$72.83	77.35	
550-035	Coffee, green in bags, in cents per KT	669	710	
550-037	Food products, canned or bottled, in cents per KT	773	821	
550-045	Fresh fruit and fresh vegetables, in cents per KT (include bananas in this)	669	710	
550-047	Metals, loose, in bundles, coils or packages, in cents per KT (angles, bars, beams, channels, pipes, plates)	669	710	

550-047	Metals, loose, in bundles, coils or packages, minimum charge per bill of lading, in dollars	$133.43	$141.70	
550-048	Metals, loose, in bundles, coils or packages, in cents per KT (billets, ingots, pilings, rail, rod, sheet, slab, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope)	669	710	
550-049	Slabs, steel (minimum annual volume of 500,000 Metric Tons)	598	635	
550-050	Liquids, incl petro-chemical and aqua-ammonia, but excl petroleum and petro products and water, in bulk, from or to vessels thru private line, in cents per KT	188	200	
550-055	Livestock or other animals, in cents per head	636	675	
550-060	Lumber and lumber products viz: lumber, logs and timber-foreign, intercoastal and offshore trade, per 1,000 feet BM	1143	1,214	
550-060	Lumber and lumber products viz: lumber, logs and timber-Coastwise trade, per 1,000 feet BM	494	525	
550-070	Newsprint, per 1,000 kilograms	650	690	
550-072	Commercial or Freight Vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment, in cents per KT (not containerized)	1786	1,897	
550-076	Farm and garden tractors	669	710	
550-090	US Mail, in cents per KT	1202	1,277	
550-092	Yachts, sailing boats and pleasure craft, per cubic meter	435	462	
550-095	Vehicles, motor, self-propelled set-up on own wheels viz.: Autos, passenger, including pick-up trucks or pick-up truck chassis, not exceeding 10 passengers per vehicle, in cents per vehicle	2834	3,010	
550-096	Vehicles, motor, self-propelled set-up on own wheels viz.: Autos, passenger, including pick-up trucks or pick-up truck chassis, not exceeding 10 passengers per vehicle, originating at or destined to points in OCP Territory, in cents per vehicle	2362	2,508	
550-097	Battery Electric Vehicle, self-propelling, setup on own wheels, viz: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, in cents per vehicle	2409	2,558	
550-098	Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in OCP Territory, in cents per vehicle	2007	2,131	
550-100	Vessel's stores and supplies, per 1,000 kilograms (other than as provided in Item 304)	669	710	
550-306	Automobile, bus and truck parts, NOS, in cents per KT or m3	669	710	
550-320	Bicycle, Parts and Accessories, in cents per KT or m3	669	710	
550-322	Clothing and Footwear, new, NOS, in cents per KT or m3	669	710	
550-325	Chemicals, NOS, in cents per KT or m3	669	710	
550-331	Food or Food preparations, NOS, in cents per KT or m3	669	710	
550-340	Furniture and Household Goods, including Household appliances, in cents per KT or m3	669	710	
550-343	Machinery, NOS, in cents per KT or m3	669	710	
550-344	Luggage, in cents per KT or m3	669	710	
550-345	Motorcycles, Parts and Accessories, in cents per KT or m3	669	710	
550-350	Resins, in cents per KT or m3	669	710	
550-353	Sporting Goods and Toys, NOS, in cents per KT or m3	669	710	
550-355	Tires and Tubes, in cents per KT or m3	669	710	
550-375	Wood Products, NOS, in cents per KT or m3	669	710	

550-380	Electrical and Electronic Equipment, Accessories and Parts, in cents per KT or m3	669	710	
550-501	Animal Feed, in cents per KT	669	710	
550-505	Batteries, Scrap, in cents per KT	669	710	
550-510	Borax, borates, boric acid, in cents per KT	669	710	
550-515	Cereal Grains, dried peas and dried beans, in bags of <22kg, in cents per KT	669	710	
550-520	Cotton, cotton linters, in bales, in cents per KT	669	710	
550-525	Diatomaceous earth, in cents per KT	669	710	
550-530	Empty Pallets or dunnage, returning, in cents per KT	669	710	
550-535	Hides or skins, in cents per KT	669	710	
550-540	Fresh or fresh frozen meat and poultry, in cents per KT	669	710	
550-541	Fresh or frozen meat, non-containerized, from Australia and New Zealand, in cents per KT	552	586	
550-545	Fresh or fresh frozen fish and shellfish, in cents per KT	669	710	
550-550	Scrap metals, in containers, in cents per KT	669	710	
550-555	Waste Paper, in cents per KT	669	710	
550-555	Minimum Charge per container of <7.5m long, in dollars	$115.83	123.01	
550-555	Minimum Charge per container of >7.5m long, in dollars	$150.69	160.03	
550-570	Stone, cast or natural: viz: Granite or Marble, in cents per KT	669	710	
550-580	Tile, viz: Clay, concrete, earthenware, quarries or terrazzo, in cents per KT	669	710	
550-600	Oil, Crude, in bulk, per barrel of 159 Liters	$0.102	$0.108	
550-605	Bunkers, loaded to vessel, per barrel of 159 Liters	$0.102	$0.108	
550-610	Refined petroleum products, including non-petroleum based motorgrade fuel additives, in bulk, per barrel of 159 L	$0.112	$0.119	
550-615	Fuel oils, NOS, per barrel of 159 Liters	$0.112	$0.119	
550-620	Gasoline, per barrel of 159 Liters	$0.112	$0.119	
550-625	Jet Fuel, per barrel of 159 Liters	$0.112	$0.119	
550-710	Merchandise, NOS, in bulk, in cents per KT	246	261	
550-712	Coal, in bulk, in cents per KT	137	145	
550-715	Cement, cement clinkers, cement components and additives, in bulk (not in supersacks), in cents per KT	169	179	
550-716	Coke, in bulk, in cents per KT	152	161	
550-719	Scrap Metal, in bulk, in cents per KT	228	242	
550-725	Chemicals, NOS, in bulk, in cents per KT	246	261	
550-730	Fertilizers, NOS, in bulk, in cents per KT	246	261	
550-732	Ammonium Sulfate, in bulk, in cents per KT	169	179	

550-740	Ores and ore concentrates, in bulk, in cents per KT	169	179	
550-742	Copper concentrate, in bulk, in cents per KT	169	179	
550-744	Bauxite, in bulk, in cents per KT	169	179	
550-750	Sulphur, in bulk, in cents per KT	169	179	
550-755	Sand, in bulk, in cents per KT	169	179	
550-775	Merchandise, NOS, in bulk in containers, in cents per KT	669	710	
550-780	Ores and ore concentrates, in bulk in containers, in cents per KT	669	710	
550-785	Fertilizers, NOS, in bulk in containers, in cents per KT	669	710	
550-790	Chemicals, NOS, in bulk in containers, in cents per KT	669	710	
550-801	Project Rates, applicable to shipments in connection with removal, construction, reconstruction of major capital	519	551	
Free Time, Demurrage, and Storage- Section 7				
780	Minimum wharf demurrage charge per lot	$22.73	$24.14	
780	Merchandise, NOS, not carried in containers or trailers, incents per day per KT or cubic meter	76 (per day for first 5 days),	81 (per day for first 5 days)	
		154 (per day for each day over 5 days)	164 (per day for each day over 5 days)	
780	Merchandise, NOS, carried in containers or trailers, incents per day per KT or cubic meter	76 (per day for first 5 days),	81 (per day for first 5 days)	
		154 (per day for each day over 5 days)	164 (per day for each day over 5 days)	
780	Merchandise, NOS, carried in containers or trailers, incents per day per KT or cubic meter. If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:			
780	Over 0, but not over 7 meters in length	2338 (per day for first 5 days)	2483 (per day for first 5 days)	
		4670 (per day for each day over 5 days)	4960 (per day for each day over 5 days)	
780	Over 7, but not over 9 meters in length	2857 (per day for first 5 days)	3034 (per day for first 5 days)	
		5715 (per day for each day over 5 days)	6069 (per day for each day over 5 days)	
780	Over 9, but not over 13 meters in length	4676 (per day for first 5 days)	4966 (per day for first 5 days)	
		9352 (per day for each day over 5 days)	9932 (per day for each day over 5 days)	
780	Over 13 meters in length	6105 (per day for first 5 days)	6484 (per day for first 5 days)	
		12209 (per day for each day over 5 days)	12966 (per day for each day over 5 days)	
780	Autos shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle	228 (per day for first 5 days),	242 (per day for first 5 days),	
		454 (per day for each day over 5 days)	482 (per day for each day over 5 days)	
780	Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	760 (per day for first 5 days),	807 (per day for first 5 days),	
		1520 (per day for each day over 5 days)	1614 (per day for each day over 5 days)	
780	Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	228 (per day for first 5 days),	242 (per day for first 5 days),	
		454 (per day for each day over 5 days)	482 (per day for each day over 5 days)	

780	Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	228 (per day for first 5 days), 454 (per day for each day over 5 days)	242 (per day for first 5 days), 482 (per day for each day over 5 days)	
790	Minimum storage charge per lot	$22.73	$24.14	
790	Stored on covered areas	75	80	
790	Stored on uncovered areas	39	41	
790	Merchandise, NOS, stored in containers or trailers	39	41	
790	Merchandise, NOS, stored in containers or trailers, If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:			
790	Over 0, but not over 7 meters in length	1182	1,255	
790	Over 7, but not over 9 meters in length	1442	1,531	
790	Over 9, but not over 13 meters in length	2364	2,511	
790	Over 13 meters in length	3052	3,241	
790	Cotton, cotton linters, compressed in bales, per KT or fraction thereof	32	34	
790	Vehicles, motor, self-propelling, set up on own wheels	169	179	
790	Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle	169	179	
790	Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.	72 (per day for first 21 days) 142 (per day for each day over 21-45 days) 428 (per day for each day over 45 days)	76 (per day for first 21 days) 151 (per day for each day over 21-45 days) 455 (per day for each day over 45 days)	
Container Cranes- Section 9				
900	Container Crane Use - hourly charge	722	767	
Office Space Occupancy Charges - Section 11				
1100	Office Space/Private Restrooms, Class A, Air conditioned (Subject to NOTE 3), in cents per square feet per month	138	146	
1100	Office Space/Private Restrooms, Class B, Air conditioned (Subject to NOTE 3), in cents per square feet per month	111	118	
1100	Office Space/Private Restrooms, Class C, Air conditioned (Subject to NOTE 3), in cents per square feet per month	97	103	
1100	Office Space/Private Restrooms, Class A, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	118	125	
1100	Office Space/Private Restrooms, Class B, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	91	97	
1100	Office Space/Private Restrooms, Class C, Not Air conditioned (Subject to NOTE 3), in cents per square feet per month	77	82	
1100	Lockers and Portable Office Structures, in cents per square foot per month	24 (min $77.94/mo)	25 (min $82.77/mo)	
1100	Gear Corrals, in cents per square foot per month	24 (min $77.94/mo)	25 (min $82.77/mo)	
1100	Minimum Charge per month per assignment, in dollars	$142.87/$110.41/$110.41	$151.73/$117.26/$117.26	
Water and Electricity - Section 12				
1200	Minimum charge for water, in dollars (MAX)	$33.77	$35.86	
1200	Rental Charge for each 50 foot section of water hose, when furnished, in dollars	$8.45	$8.97	

1200	Service Charge for portable water meter, when furnished, in dollars	$8.45	$8.97	
Cargo Handling - Section 14				
1415	Handling Permit Fee, per year, in dollars	590	627	
Public Landings - Section 15				
1525	Public Landings - Penalty for Not Leaving the Unload/Load Dock	$59.60/day+ quadruple dockage	$63.30/day+ quadruple dockage	
1530	Public Landings - Penalty for Vessels of 80+ tons to dock without permit	$118.08/day+ quadruple dockage	$125.40/day+ quadruple dockage	
Misc-General Rules and Regulation - Section 18				
1802	Diving Permit Fee, 1st Year, in dollars	$32.61	$34.63	
1802	Diving Permit Fee, Yearly Renewals, in dollars	$13.49	$14.33	
Commercial Fishing Vessel - Section 19				
1910	Commercial Fishing - Penalty for Not Leaving the Unload/Load Dock	$59.60/day+ quadruple dockage	$63.30/day+ quadruple dockage	
1930	Commercial Fishing - Annual Permit - Monthly Rate per Lineal Meter - see separate comparison chart among CA ports	$4.54	$4.82	
1930	Commercial Fishing - Temporary Permit - Daily Rate per Lineal Meter	$0.46	$0.49	
1930	Commercial Fishing - Temporary Permit - Monthly Rate per Lineal Meter	$4.54	$4.82	

Transmittal 3

ORDER NO. _____

An Order of the Board of Harbor Commissioners of the City of Los Angeles amending Port of Los Angeles Tariff No. 4.

THE BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LOS ANGELES DOES HEREBY ORDER AS FOLLOWS:

Section 1. Port of Los Angeles Tariff No. 4, adopted July 12, 1989, by Order No. 5837, and Ordinance No. 165,789, adopted April 10, 1990, as amended, is further amended as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1(31) of the Los Angeles City CEQA Guidelines.

Section 3. The Board Secretary shall transmit to the City Council for approval the Order and Ordinance approving the amendment to Tariff No. 4 pursuant to City Charter Section 653(a).

Section 4. The Board Secretary shall execute the proposed Board Order and Ordinance amending Tariff No. 4 and, upon its publication, transmit the Order and Ordinance to the Chief Wharfinger for implementation of the tariff change and posting of the amended Tariff No. 4 to the Port's website.

I HEREBY CERTIFY THAT the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held on _____.

_____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY

June 27, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
JOY M. CROSE, Assistant City Attorney

JMC
Attachment - Exhibit A

SECTION FOUR – Continued DOCKAGE -- Continued	Item No.
PAYMENTS MADE WHEN DUE Except as provided in Item 420, all charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire, or unless such vessel is on the Credit List. (See Item No. 260, Credit List.) Errors, if any, will be rectified.	440
PENALTY FOR FAILURE TO PAY WHEN DUE Refusal or failure to pay dockage in accordance with Item 420 or Item 440, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel which has been placed on the Delinquent List shall be permitted to use any municipal berth without first paying double the dockage incurred and not paid, and $12.54 in addition thereto. (See Item No. 260, Credit List.)	[A] 450
TRANSFER FROM ONE MUNICIPAL BERTH TO ANOTHER Dockage shall be assessed against a vessel shifting directly from one municipal berth to another municipal berth based upon the total time at such berths considered together.	460

SECTION FOUR – Continued
DOCKAGE -- Continued

Item No.

FULL DOCKAGE

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Item, except as otherwise provided in this Tariff. (See Note.)

Full dockage rates shall be as follows:

OVERALL LENGTH OF VESSEL IN METERS		CHARGE PER 24-HOUR DAY OR FRACTION THEREOF	Item No.
Over	But Not Over		
0	30	$91	
30	45	133	
45	60	183	
60	75	256	[A] 480
75	90	380	
90	105	597	
105	120	855	
120	135	1157	
135	150	1504	
150	165	1894	
165	180	2327	
180	195	2804	
195	210	3325	
210	225	3889	
225	240	4495	
240	255	5145	
255	270	5843	
270	285	6579	
285	300	7362	
300	315	7709	
315	330	9056	
330	345	9967	
345	360	10924	
360	375	11921	
375	390	12966	
390	Over	12966	
	Plus $	36 per lineal meter or fraction thereof	

NOTE: Vessels leaving and returning to Los Angeles Harbor on regular daily schedules shall not be assessed more than one day's full dockage in any 24-hour period.

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Merchandise NOS (See Item 030)	710	[A]+ 001
+Note: Any change in the Merchandise NOS rate shall be off-set by any Scheduled Increase In Compensation of a container terminal tenant's permit with the Harbor Department. This offset shall only be applicable to the container terminal tenant's compensation year in which the Merchandise NOS rate is changed.		
Merchandise carried in cargo containers originating at United States Pacific Coast ports or British Columbia ports transported by a coastwise feeder service for transshipment, as defined in Item 515, to vessels for continuous movement in foreign or offshore trades, per container		[A] 003
Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		
Note: Does not apply to cargo originating in foreign countries other than British Columbia and other that United States or Canadian Foreign Trade Zones.		
Merchandise carried in cargo containers destined to United States Pacific Coast ports or British Columbia ports as a continuous movement in foreign or offshore trades and transshipped, as defined in Item 515, for transport by a coastwise feeder service, per container.		[A] 004
Overall Length in Meters: Over 0 But No Over 9 — Charge $68.98 Over 9 — Charge $124.15		
Merchandise carried in cargo containers transported in coastwise trade as defined in Item 100[o], per container.		[A] 005
Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

Bananas	Per KT 551	[A] 020
Beverages, alcoholic, NOS, in bottles	710	[A] 023
Buildings, modules, including mobile	Per M-3 497	[A] 024
Cans, aluminum, empty, set up	Per M-3 449	[A] 026

Merchandise, NOS, carried in cargo containers or trailers, manifested and assessed freight charges by the vessel on a per container or per trailer basis will be assessed wharfage on the basis of weight or measurement, whichever will yield the greater revenue, at rates applicable in Item 550-001. If measurement of the cargo is not available, the charge will be based on the overall length of the container as follows (Subject to Note): [A] 030

Overall Length in Meters

Over	But Not Over	Charge
0	7	$219.75
7	9	$269.91
9	13	$441.88
13	over	$568.48

Note: Over flow cargo in multiple containers shall be excluded from charges based on the overall length of the containers.

Cargo vans or containers, empty as described in Item 100(t), paragraphs 3 and 4.

OVERALL LENGTH IN METERS Over	But Not Over	Per Van Or Container	
0	7	$10.61	[A] 031
7	9	$12.77	
9	13	$21.31	
13	over	$27.44	

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
* Transferred Merchandise (Subject to Notes 1 through 5) Note 1: Subject to provisions of Tariff No. 4, Item 520. Note 2: Wharfage assessed under this item may be reported as wharfage charges at $72.83 per container, at the discretion of terminal operator. Note 3: Terminal operator must provide a written request to use this item and the Executive Director may grant written approval. Note 4: The Executive Director may revoke permission for the terminal operator to handle transferred merchandise on 72 hours' written notice to the terminal operator. Note 5: Container movements from the Port of Long Beach are restricted to alliance partners' merchandise only, covering a volume not to exceed 500 containers per week, per terminal. The factors the Executive Director may consider in deciding whether to grant a flat fee under Item 520, Exception 2, include, but are not limited to: (1) Whether the transferred merchandise has been generated from a carrier which is an alliance member of the terminal operator's customers; (2) Whether and how the handling of the transferred merchandise in the Port of Los Angeles will impact other terminals in the Port; (3) Whether allowing such handling will assist rail carriers in minimizing traffic along intermodal routes; (4) Whether the terminal operator making the request is current in all its obligations to the Port; and (5) Such other factors as may be presented to the Executive Director based on the unique facts of each case. The Executive Director may further restrict the hours of operation noted above upon first providing the terminal operator with 24 hours' written notice.	Per Container *$77.35	[A] 033

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

(Transferred from Fifth Revised Page 52)

	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Coffee, green in bags	Per KT 710	[A] 035
Food Products, canned or bottled, including Beer and other Malt Liquors	Per KT 821	[A] 037
Fresh fruit and fresh vegetables, N.O.S.	Per KT 710	[A] 045
Metals, loose, in bundles, coils or packages, viz.: (See Note)	Per KT 710	[A] 047
Angles, bars, beams, channels, pipe and plate		
Note: Wharfage assessed under this item is subject to a minimum charge of $141.70 per bill of lading.		

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Metals, loose, in bundles, coils or packages, viz.: Billets, ingots, piling, rails, rod, sheet, slabs, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope	Per KT 710	[A] 048
Slabs, steel: Minimum Annual Volume 500,000 Metric Tons (Subject to Notes 1 and 2)	Per KT 635	[A] 049
Note 1: Applicable after submission and approval of written application for volume rate by the Executive Director.		
Note 2: Applicant must be a terminal operator with an agreement with the City of Los Angeles.		
Liquids, including petro-chemical and aqua-ammonia, but excluding petroleum, other petroleum products and water, in bulk, from or to vessels through private line	Per KT 200	[A] 050
Livestock, or other animals	Per Head 675	[A] 055
Lumber and lumber products, viz.: (See Note) Lumber, logs and timber Foreign, intercoastal and offshore..... Coastwise.....	Per 1,000 Ft. B.M. 1214 525	[A] 060
Note: If freighted by vessel on other than a B.M. basis or the equivalent of B.M. stated in cubic meters, the Merchandise, N.O.S. rate shall apply.		
Newsprint.....	Per KT 690	[A] 070
Commercial or freight vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment.....	Per KT 1897	[A] 072

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Farm and garden tractors	710	[A] 076
United States Mail.....	Per KT 1277	[A] 090
Yachts, sailing boats and pleasure craft	Per M-3 462	[A] 092

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Vehicles, motor, self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis.	Per Vehicle 3010	[A] 095
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2508	[A] 096
The term "Battery Electric Vehicle (EV)" when used in item 097 and 098 below, is a vehicle which uses one or more electric motors for propulsion and is "fueled" by a battery charger that transfers electricity by electric utilities into the vehicle battery to "recharge" it. EV has zero tailpipe emissions.		
Battery Electric Vehicle (EV), self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks	Per Vehicle 2558	[A] 097
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2131	[A] 098
TO APPLY FOR ITEMS 097 AND 098, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) Bills of Lading provided to the Port shall be claused as follows: "The vehicles included on this Bill of Lading are Battery Electric Vehicles (EV)"		
Vessel's stores and supplies (other than as provided in Item 525)	Per KT 710	[A] 100
MERCHANDISE AS LISTED		
Automobile, bus and truck parts, N.O.S	W/M 710	[A] 306
Bicycle, Parts and Accessories		320
Clothing and Footwear, New, N.O.S		322
Chemicals, N.O.S		325
Food or Food Preparations, N.O.S		331

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE AS LISTED	W/M	[A]
Furniture and Household Goods, including Household Appliances.....	710	340
Machinery, N.O.S.		343
Luggage		344
Motorcycles, Parts, and Accessories.....		345
Resins.....		350
Sporting Goods and Toys, N.O.S.....		353
Tires and Tubes.....		355
Wood Products, N.O.S.....		375
Electrical and Electronic Equipment, Accessories, and Parts.....		380

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE (OTHER THAN BULK) AS LISTED
Subject to Note When Carried in Containers

	Per KT	[A]
Animal Feed	710	501
Batteries, Scrap		505
Borax, borates, boric acid		510
Cereal grains, dried beans and dried peas, in bags weighing not less than 22 kg		515
Cotton, cotton linters, in bales		520
Diatomaceous earth		525
Empty Pallets or dunnage, returning		530
Hides or skins		535
Fresh or fresh frozen meat and poultry		540
	Per KT	[A]
Fresh or frozen meat, non-containerized, from Australia and New Zealand	586	541
	Per KT	[A]
Fresh or fresh frozen fish and shellfish	710	545
Scrap metals, in containers		550
Waste Paper		555

Note: Wharfage assessed under these items is subject to a minimum charge per container or trailer of $123.01 for containers or trailers not exceeding 7.5 meters in length and $160.03 for containers or trailers exceeding 7.5 meters in length

	Per KT	[A]
Stone, cast or natural: viz: Granite or Marble	710	570
	Per KT	[A]
Tile, viz: Clay, Concrete, Earthenware, Quarries, or Terrazzo	710	580

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PETROLEUM AND PETROLEUM PRODUCTS OTHER THAN PETROCHEMICALS AND AQUA-AMMONIA	Per Barrel of 159 Liters	
Oil, crude, in bulk	$0.108	600 [A]
Bunkers, loaded to vessel	$0.108	605 [A]
Refined petroleum products, including non-petroleum Based motorgrade fuel additives, in bulk	$0.119	610 [A]
Fuel oils, N.O.S.	$0.119	615 [A]
Gasoline	$0.119	620 [A]
Jet fuel	$0.119	625 [A]
Item 650-Liquid Petroleum Gas, In Bulk Canceled Effective January 1, 2022	Per Cubic Meter $0.64	650 [D]

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK		
Merchandise, dry, in bulk, not carried in cargo containers or trailers		
Merchandise, N.O.S	Per KT 261	[A] 710
Coal	Per KT 145	[A] 712
Cement, cement clinkers, cement components and additives	Per KT 179	[A] 715
Coke	Per KT 161	[A] 716
Scrap Metal	Per KT 242	[A] 719
Chemicals, N.O.S	Per KT 261	[A] 725
Fertilizers, N.O.S	Per KT 261	[A] 730
Ammonium Sulfate	Per KT 179	[A] 732
Ores and ore concentrates, N.O.S	Per KT 179	[A] 740
Copper concentrate	Per KT 179	[A] 742
Bauxite	Per KT 179	[A] 744
Sulphur	Per KT 179	[A] 750
Sand	Per KT 179	[A] 755

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE IN BULK, CONTAINERIZED

Merchandise, N.O.S., in bulk, carried in cargo containers or trailers.....	Per KT 710	[A] 775
Ore and ore concentrates, N.O.S.....	Per KT 710	[A] 780
Fertilizers, N.O.S	Per KT 710	[A] 785
Chemicals, N.O.S.....	Per KT 710	[A] 790

See Item 10 for explanation of abbreviations and symbols.

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PROJECT RATES PROJECT RATES...applicable to shipments in connection with removal, construction, reconstruction of major capital projects or facilities: TO APPLY THESE RATES, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) The commodities to be transported or received shall be of a wholly proprietary nature, not for resale, and are for use in the construction, erection, and/or installation of .....(Project Name)..... B) Bills of Lading shall be claused as follows: "All materials included on this Bill of Lading are of a proprietary nature, not for resale, and are for use in construction, erection, and/or installation of .....(Project Name)..... C) Receive approval of the Terminal Operator and the Executive Director of the Port of Los Angeles. The following are excluded from application of these special rates, unless otherwise provided: a. Automobiles b. Motor trucks (other than dump trucks) c. Tractors d. Explosives e. Dangerous or hazardous cargo, restricted to on-deck stowage f. Refrigerator or cool room cargo g. Household goods and personal effects h. All cargo taking rates lower than Project Rates.	Per KT 551	[A] 801

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND, WHARF STORAGE -- Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

Wharf demurrage shall be assessed against all merchandise remaining on the wharf or wharf premises after the expiration of the free time allowed (See Item 720) at wharf demurrage rates named in this Item (subject to Notes 1,2,3,4 and 5).

Note 1. See Item 790 for wharf storage rates.

Note 2. When requested in writing by the steamship company and when verification can be made from steamship company's records, the Executive Director may waive wharf demurrage against small portions of shipments of merchandise requiring recoopering, against small portions of shipments of merchandise discharged from a vessel which have not been located at the time of delivery of the major portion of such merchandise, against merchandise discharged from a vessel which is deadover without billing and which may not be delivered by a steamship company until ownership thereof is established, and against portions of shipments of merchandise in bond held by Customs for the appraiser's store.

[A]
780

Note 3. Rates provided in this Rule will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 4. The minimum wharf demurrage charge shall be $24.14 per lot excepting automobiles and pick-up trucks.

Note 5. In those cases in which merchandise remains on wharf demurrage for extended periods of time, accrual reports shall be made by the terminal operator and invoices shall be issued by the Harbor Department for the amount of demurrage charges accrued on a particular lot of cargo for an initial 45-day period and each subsequent 30-day period. Neglect or refusal to deliver the accrual reports to the Executive Director within 15 days following the completion of the initial 45-day period and subsequent 30-day periods of demurrage will result in the assessment of a penalty charge of two percent (2%) of total demurrage charges incurred.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE – Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME -- Continued

RATES

In cents per day or fraction thereof, Saturdays, Sunday and holidays included, per KT or cubic meter or fraction thereof or other unit, on the same basis as wharfage is assessed, except as noted.

Commodity	Charge per day for first 5 days	Charge per day for each Additional day over 5 days
Merchandise, N.O.S, not carried in cargo containers or trailers. Note: If measurement of the cargo is required but not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.	81	164
Merchandise, N.O.S., carried in cargo containers or trailers. Note: If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:	81	164

OVERALL LENGTH IN METERS

Over	But Not Over		
0	7	2483	4960
7	9	3034	6069
9	13	4966	9932
13	over	6484	12966

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARFAGE DEMURRAGE – Continued

Commodity	Charge per day for first 5 days	Charge per day for each additional day over 5 days
Vehicles, motor, self-propelling, set up on own wheels, viz.:		
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick- up truck chassis.		
Shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle.	242	482
Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	807	1614
Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	242	482
Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	242	482

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Ordinance No.	Adopted Adopted	EFFECTIVE:

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

[C] WHARF STORAGE

Merchandise may be stored on wharves and wharf premises for limited periods of time after prior arrangements have been made by the shipper or consignee thereof, if:

(a) Space is available; and

(b) The prompt loading or discharging of vessels will in no manner be interfered with; and

(c) Approved by the Terminal Operator and the Executive Director.

[A]
790

Wharf storage shall be assessed against all merchandise permitted to be stored on wharves at wharf storage rates named in this Item (subject to Notes 1, 2, and 3).

Note 1. Subject to the provisions of paragraph (2), Item 710.

Note 2. Rates provided in this Item will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 3. Merchandise permitted to be stored on wharves will be assessed a minimum charge of five (5) days storage at rates named in this Item, but not less than $24.14 per lot.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

RATES

In cents per day, or fraction thereof, Saturdays, Sundays and holidays included, per KT or cubic meter or fraction thereof, whichever shall yield the greater revenue, except as noted in individual items.

Merchandise, N.O.S., not stored in cargo containers or trailers.

Note: If measurement of the cargo is not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.

[A]
790
(Cont.)

Stored on covered areas 80
Stored on uncovered areas,
when requested by shipper or consignee thereof 41

Merchandise, N.O.S., stored in cargo containers or trailers 41
Note: If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:

OVERALL LENGTH IN METERS		
Over	But Not Over	
0	7	1255
7	9	1531
9	13	2511
13	over	3241

Cotton, cotton linters, compressed in bales, per KT or fraction thereof 34

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

	RATE	
Vehicles, motor, self-propelling, set up on own wheels Viz.: Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT	179	
Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle . . . . . (not subject to Note 3)	179	[A] 790

Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.

Charge per day for first 21 days	Charge per day for each additional day over 21 to 45 days	Charge per day for each additional day over 45 days
76	151	455

SECTION NINE – Continued
CONTAINER CRANES – Continued

Item No.

RULES AND REGULATIONS GOVERNING THE USE OF
HARBOR DEPARTMENT CONTAINER CRANES -- Continued

(j) All persons desiring to use a crane, as far in advance of the date of requested use as possible, shall make application to the Executive Director specifying the date and time of proposed use, nature and quantity of cargo to be handled, the estimated length of use and nature of use. Users shall be assigned use of a crane in order of their applications. Such assignments shall be subject to modification as required to accommodate preferential and secondary crane assignees. Such assignments may also be modified if a vessel is not actually available at the berth or if cargo is not actually available on the wharf premises. User shall conduct its operations expeditiously and shall cease use and return the crane to the control of the Harbor Department without delay upon conclusion of authorized use thereof or sooner when the crane is required by a preferential or secondary crane assignee. The Executive Director shall have the right to order the user to cease operation of a crane immediately whenever, in his opinion, the user is not using said crane in accordance with the terms of the assignment, or whenever such cessation is necessary for the best interest of the Port. [A] 900 (Cont.)

(k) The Executive Director may refuse to assign a crane for purposes of handling any merchandise which in his opinion cannot be handled by the crane without substantial risk to any person or property, including the crane.

(l) The charge for the use of container cranes shall be $767 per hour. After the first hour, the charge shall be calculated in 15 minute increments or fraction thereof. The charge shall include the cost of fuel or power and normal repair and maintenance only. The charge shall apply from the time specified in the assignment or when operations begin, whichever occurs first, and shall continue until the crane is released to the Harbor Department. If the crane is unavailable for use at the time specified in the assignment for reasons beyond the control of the user, charges will be computed from the time actual use begins.

(m) The use of a crane shall constitute acceptance and acknowledgement by the user of all the conditions and restrictions contained in this Item No. 900.

SECTION ELEVEN CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC. IN TRANSIT SHEDS AND ON WHARVES AND WHARF PREMISES	Item No.

MONTHLY CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.

Monthly charges for the occupancy of all office space (excluding passenger waiting rooms), private rest rooms (excluding public passenger rest rooms), gear corrals, lockers and portable office structures in transit sheds and on wharves and wharf premises shall be at a rate as follows: (See Exception)

(1) Class A office space and private rest rooms shall be charged for at the rate of 125 cents per square foot per month, subject to a minimum charge of $151.73 per month (subject to Notes 1 and 2).

(2) Class B office space and private rest rooms shall be charged for at the rate of 97 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2). [A] 1100

(3) Class C office space and private rest rooms shall be charged for at the rate of 82 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(4) Gear corrals shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

(5) Lockers and portable office structures shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

Note 1. Offices which have been air-conditioned by the Los Angeles Harbor Department at its expense shall be charged an additional 21 cents per square foot per month.

SECTION TWELVE WATER AND ELECTRICITY	Item No.
FRESH WATER RATES Fresh water supplied by the Department of Water and Power of the City of Los Angeles is subject to changes in rates without notification from the Harbor Department. When delivered to vessels at wharves and for services supplied in connection therewith through piplelines of the Harbor Department, a service charge of fifteen per cent (15%) of the cost of such water will be added for the use of such facilities including wharfage. (See Note) NOTE: A maximum charge of $35.86 for each normal billing period (monthly) or fraction thereof will apply. In addition, the following charges will be made: (1) Service charge for portable meter, when furnished .....$8.97 (2) Rental charge for each 50-foot section of water hose, when furnished $8.97	[A] 1200
PENALTY FOR ATTACHING HOSE OR TAKING WATER WITHOUT PERMISSION AND WITHOUT THE USE OF PORTABLE BACK FLOW PREVENTION APPLIANCE For the purpose of preventing contamination of fresh water supply on wharves, the Harbor Department has furnished at each terminal portable back flow prevention appliances for use at all vessel service water outlets and hydrants. It shall be unlawful for any person to attach a hose to a vessel service water outlet or hydrant for the purpose of taking water on board any vessel without first attaching a portable back flow prevention appliance between said hose and said water supply outlet. It shall be unlawful to attach a hose to any other water outlet or hydrant upon any wharf or wharf premises, or to use any water hose or meter, or to take any water or attempt to take any water therefrom, except from regularly installed drinking stands, without permission first having been obtained from the Executive Director, and without having paid or agreed and arranged to pay therefor; provided, however, that any person may attach a hose, or otherwise use the water from any such outlet, for fire fighting purposes during the actual occurrence of a fire. Any violation of this Item shall subject such persons to the general penalties provided in this Tariff.	1205

SECTION FOURTEEN – Continued CARGO HANDLING -- Continued	Item No.
HANDLING PERMIT FEES The handling permit fees shall be five hundred fifty one dollars ($627.00) per annum, or fraction thereof, payable in advance.	[A] 1415
FILING OF TARIFFS No cargo handling permit shall be issued except upon written application therefore, in which application the handler shall specifically agree at all times to keep on file with the Board a tariff and supplements thereto showing the rates for charges of such handler itemized as to operations and as to commodities; provided, that, in case any such handler shall be required by law to publish and file a tariff with any duly constituted regulatory body, a copy of such tariff shall be filed with the Board. Upon complaint of any interested party that any rate charged by a handler, or any rule, regulation or practice of a handler, who is not subject to the jurisdiction of any other duly constituted regulatory body, is discriminatory or unreasonable, the handler shall be required to show cause why an order should not be issued by the Board requiring said handler to modify, change or revise said rate, rule, regulation, or practice. Such complaint shall be filed in writing with the Board and the handler shall be granted a reasonable time to file his written reply thereto. Any charge based upon a rate in excess of or less than the rates set forth in such current tariff, or any refusal to abide by any lawful Order of the Board requiring a change, revision, or modification of any charge, rate, rule, regulation or practice, shall be sufficient cause for revocation or suspension of a cargo handling permit.	1420
REVOCATION AND PENALTIES Cargo handling permits shall be revocable by the Board at any time for such cause as the Board may deem just and sufficient.	1425

SECTION FIFTEEN – Continued PUBLIC LANDINGS -- Continued	Item No.
UNLAWFUL FOR VESSELS TO REMAIN AT PUBLIC LANDINGS EXCEPT WHILE LOADING OR DISCHARGING Any vessel availing itself of the privileges in Item 1520, which shall refuse or fail to haul away from such public landing after having finished loading or discharging, or both, as the case may be, which loading or discharging having been begun must be completed without unwarranted delay, shall thereupon be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such landing in violation of this Item.	[A] 1525
VESSELS OVER 80 GROSS TONS NOT TO DOCK AT PUBLIC LANDINGS WITHOUT PERMIT; PENALTY FOR VIOLATIONS It shall be unlawful for any vessel of over 80 gross register or 50 tons underdeck measurement to dock at or make fast to any public landing without first having obtained a permit so to do from the Executive Director. In the case of any violation of this rule by any vessel, such vessel, in addition to the other penalties provided in this Tariff or by law, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $125.40 for each and every day, or fraction thereof, it may remain at such landing in violation of this Item.	[A] 1530
PASSENGER CARRYING VESSELS FOR HIRE NOT TO DOCK AT PUBLIC LANDINGS WITHOUT PERMIT It shall be unlawful for any person operating any passenger carrying vessel for hire to dock at any public landing and take on or discharge passengers thereat without first having obtained a permit so to do from the Executive Director.	1535

SECTION EIGHTEEN – Continued
GENERAL RULES AND REGULATIONS – MISCELLANEOUS – Continued

Item No.

DIVING AND RELATED ACTIVITIES

(a) It shall be unlawful for any person to underwater dive, or to engage or participate in underwater diving or in any other underwater activity in Los Angeles Harbor, except in designated recreational areas, without having in his possession a written permit from the Executive Director authorizing such diving or underwater activity.

(b) It shall be unlawful for any person to underwater dive, or to participate or engage in underwater diving or in any other underwater activity in Los Angeles Harbor unless there is an assistant present who shall be on the surface of the water close over the person engaging in diving or in any other underwater activity and able to make a conspicuous display of the prescribed signals for diving.

(c) It shall be unlawful for any person, while underwater diving or participating or engaging in underwater diving or in any other underwater activity, to examine the hull or ground tackle of, or to attach anything to, or molest in any manner whatsoever, any vessel, or to examine or molest any premises or property in Los Angeles Harbor, without first having obtained written permission so to do from the lawful owner or operator of such vessel, premises or property. [A] 1802

(d) The fees for the permit required by this Item shall be $34.63 for the first year, payable in advance, and $14.33 for each yearly renewal thereafter, payable in advance; provided, that the fee for a permit issued to any person who holds a similar written permit issued by any Port or Harbor in the State of California which is under the jurisdiction and control of the State, a municipality or a port district and which has promulgated rules and regulations regulating diving and authorizing the issuance of permits therefore, shall be $14.33 for the first year, payable in advance; and provided, further, that no fee shall be collected for a permit issued to any authorized employee of the United States, any state, or a municipality or of any political subdivision, department, or agency thereof.

The permit required by this Item may contain such conditions and restrictions as the Executive Director in his discretion may determine reasonably necessary to preserve or minimize the danger to life, limb or property. Failure to comply with any of the provisions contained herein or in such permit shall ipso facto terminate any of the privileges granted by said permit and said permit shall thereafter be null and void.

SECTION NINETEEN – Continued COMMERCIAL FISHING VESSEL – Continued	Item No.
FREE DOCKAGE TO COMMERCIAL FISHING VESSELS (a) For the purpose of providing for the accommodation and promotion of the fishing industry no dockage shall be assessed against any commercial fishing vessel during the time such vessel is actually discharging fish or taking on stores or supplies at any wharf designated by the Executive Director as a fish wharf to be used for such purposes. (b) Commercial fishing vessels ready to be unloaded shall have preference over commercial fishing vessels ready to be loaded, and whenever a commercial fishing vessel has been docked for taking on supplies, or has been unloaded and is ready to be loaded, such vessel must forthwith haul away and vacate the berth in favor of a commercial fishing vessel having a cargo of fish ready to be unloaded. (c) Berth 72 is hereby set aside for the exclusive joint use of the tenants of the Harbor Department occupying stalls in the Municipal Fish Market located on or contiguous to said Berth 72, and it shall be unlawful to make any vessel fast to or to unload any vessel at said Berth 72 except such commercial fishing vessels as actually unload fish for delivery to said Harbor Department tenants.	1905
UNLAWFUL FOR COMMERCIAL FISHING VESSELS TO REMAIN AT WHARVES EXCEPT WHILE UNLOADING OR LOADING Any vessel docked to be unloaded at Berth 72 or to be unloaded or loaded at any wharf designated by the Executive Director pursuant to Item 1905 (a), must be unloaded or loaded with due dispatch and without necessary delay. Any vessel, availing itself of the privileges of Item 1905, which shall refuse or fail to haul away from the wharf and vacate such berth after having finished discharging or loading, or both, as the case may be, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such wharf in violation of this Item. Any such vessel shall also be subject to removal and impound by or at the order of the Executive Director and at the expense and at the sole risk of such vessel and of its agents and owner, to such other place as the Executive Director may direct. All charges made in connection with moving and impounding vessels, as provided for herein, shall become due and payable within thirty (30) days after billing therefore.	[A] 1910

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

DOCKAGE RATES AND CHARGES FOR COMMERCIAL FISHING VESSELS HOLDING A VALID PERMIT

Dockage shall be assessed against all commercial fishing vessels which hold and display a valid annual or temporary Commercial Fishing Vessel Permit issued by the Executive Director at the following rates: [A] 1930

Annual Permit
Length of vessel per meter or fraction thereof, per month or fraction thereof.....$4.82

Temporary Permit (See Notes 1 and 2)
Length of vessel per meter or fraction thereof, per day or fraction thereof.....$ .49
Length of vessel per meter or fraction thereof, per month or fraction thereof.....$4.82

Note 1: Length of vessel to be determined from documents issued by the United States Coast Guard or the State of California.

Note 2: Charges will be assessed at the daily dockage rate for the first ten (10) days of dockage under each permit. Effective on the commencement of the eleventh (11) day, the owner or operator holding a permit will have the option to continue the payment of dockage at the daily rate or to elect assessment at the rate per month or fraction thereof for the duration of the permit. Dockage at the daily rate shall be due and payable totally in advance. Dockage at the monthly rate shall be due and payable in advance monthly.

Transmittal 4

ORDINANCE NO. _____

An ordinance approving Order No. _____ of the Board of Harbor Commissioners of the City of Los Angeles, amending Port of Los Angeles Tariff No. 4.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. That Order No. _____ passed and adopted by the Board of Harbor Commissioners of the City of Los Angeles on the ____ day of _____, 2023, amending Port of Los Angeles Tariff No. 4, be, and the same is hereby ratified, confirmed and approved, which Order is in words and figures as follows:

"ORDER NO.

An Order of the Board of Harbor Commissioners of the City of Los Angeles amending Port of Los Angeles Tariff No. 4.

THE BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LOS ANGELES DOES HEREBY ORDER AS FOLLOWS:

Section 1. Port of Los Angeles Tariff No. 4, adopted July 12, 1989, by Order No. 5837, and Ordinance No. 165,789, adopted April 10, 1990, as amended, is further amended as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article III, Class 1(31) of the Los Angeles City CEQA Guidelines.

Section 3. The Board Secretary shall transmit to the City Council for approval the Order and Ordinance approving the amendment to Tariff No. 4 pursuant to City Charter Section 653(a).

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Section 4. The Board Secretary shall execute the proposed Board Order and Ordinance amending Tariff No. 4 and, upon its publication, transmit the Order and Ordinance to the Chief Wharfinger for implementation of the tariff change and posting of the amended Tariff No. 4 to the Port's website.

I HEREBY CERTIFY THAT the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held on _____.

_____
AMBER M. KLESGES
Board Secretary"

Sec. 2. That, pursuant to the provisions of Section 653(b) of the City Charter, the Board of Harbor Commissioners shall have the power to suspend, modify or amend temporarily any of the rules or regulations, or any of the rates, tolls or charges prescribed by the aforesaid Order of the Board of Harbor Commissioners for periods not exceeding ninety (90) days, and shall have power to place in effect for a like period of time any temporary rule or regulation, rate, toll or charge for the Harbor District.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to City Hall; one copy on the bulletin board located at the Main Street entrance to City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy

Approved _____

_____
Mayor

Approved as to Form and Legality

HYDEE FELDSTEIN SOTO, City Attorney

By _____
JOY M. CROSE
Assistant City Attorney

Date _____

File No. _____

SECTION FOUR – Continued DOCKAGE -- Continued	Item No.
PAYMENTS MADE WHEN DUE Except as provided in Item 420, all charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any vessel leaves the berth, unless forced to do so by stress of weather or fire, or unless such vessel is on the Credit List. (See Item No. 260, Credit List.) Errors, if any, will be rectified.	440
PENALTY FOR FAILURE TO PAY WHEN DUE Refusal or failure to pay dockage in accordance with Item 420 or Item 440, or otherwise upon presentation of bill therefore, shall subject the vessel to be placed on the Delinquent List and to the penalties provided by law and this Tariff. No vessel which has been placed on the Delinquent List shall be permitted to use any municipal berth without first paying double the dockage incurred and not paid, and $12.54 in addition thereto. (See Item No. 260, Credit List.)	[A] 450
TRANSFER FROM ONE MUNICIPAL BERTH TO ANOTHER Dockage shall be assessed against a vessel shifting directly from one municipal berth to another municipal berth based upon the total time at such berths considered together.	460

SECTION FOUR – Continued
DOCKAGE -- Continued

Item No.

FULL DOCKAGE

Dockage charges shall be assessed against all vessels at the full dockage rates provided in this Item, except as otherwise provided in this Tariff. (See Note.)

Full dockage rates shall be as follows:

OVERALL LENGTH OF VESSEL IN METERS		CHARGE PER 24-HOUR DAY OR FRACTION THEREOF	
Over	But Not Over		
0	30	$91	
30	45	133	
45	60	183	
60	75	256	[A]
75	90	380	480
90	105	597	
105	120	855	
120	135	1157	
135	150	1504	
150	165	1894	
165	180	2327	
180	195	2804	
195	210	3325	
210	225	3889	
225	240	4495	
240	255	5145	
255	270	5843	
270	285	6579	
285	300	7362	
300	315	7709	
315	330	9056	
330	345	9967	
345	360	10924	
360	375	11921	
375	390	12966	
390	Over	12966	
	Plus $	36	
		per lineal meter or fraction thereof	

NOTE: Vessels leaving and returning to Los Angeles Harbor on regular daily schedules shall not be assessed more than one day's full dockage in any 24-hour period.

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Merchandise NOS (See Item 030)	710	[A]+ 001
+Note: Any change in the Merchandise NOS rate shall be off-set by any Scheduled Increase In Compensation of a container terminal tenant's permit with the Harbor Department. This offset shall only be applicable to the container terminal tenant's compensation year in which the Merchandise NOS rate is changed.		
Merchandise carried in cargo containers originating at United States Pacific Coast ports or British Columbia ports transported by a coastwise feeder service for transshipment, as defined in Item 515, to vessels for continuous movement in foreign or offshore trades, per container		[A] 003
Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		
Note: Does not apply to cargo originating in foreign countries other than British Columbia and other that United States or Canadian Foreign Trade Zones.		
Merchandise carried in cargo containers destined to United States Pacific Coast ports or British Columbia ports as a continuous movement in foreign or offshore trades and transshipped, as defined in Item 515, for transport by a coastwise feeder service, per container.		[A] 004
Overall Length in Meters: Over 0 But No Over 9 — Charge $68.98 Over 9 — Charge $124.15		
Merchandise carried in cargo containers transported in coastwise trade as defined in Item 100[o], per container.		[A] 005
Overall Length in Meters: Over 0 But Not Over 9 — Charge $68.98 Over 9 — Charge $124.15		

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Bananas	Per KT 551	[A] 020
Beverages, alcoholic, NOS, in bottles	710	[A] 023
Buildings, modules, including mobile	Per M-3 497	[A] 024
Cans, aluminum, empty, set up	Per M-3 449	[A] 026
Merchandise, NOS, carried in cargo containers or trailers, manifested and assessed freight charges by the vessel on a per container or per trailer basis will be assessed wharfage on the basis of weight or measurement, whichever will yield the greater revenue, at rates applicable in Item 550-001. If measurement of the cargo is not available, the charge will be based on the overall length of the container as follows (Subject to Note):		[A] 030
Overall Length in Meters Over – But Not Over – Charge 0 – 7 ..... $219.75 7 – 9 ..... $269.91 9 – 13 ..... $441.88 13 – over $568.48		
Note: Over flow cargo in multiple containers shall be excluded from charges based on the overall length of the containers.		
Cargo vans or containers, empty as described in Item 100(t), paragraphs 3 and 4.		
OVERALL LENGTH IN METERS Over – But Not Over 0 – 7 7 – 9 9 – 13 13 – over	Per Van Or Container $10.61 $12.77 $21.31 $27.44	[A] 031

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
* Transferred Merchandise (Subject to Notes 1 through 5) Note 1: Subject to provisions of Tariff No. 4, Item 520. Note 2: Wharfage assessed under this item may be reported as wharfage charges at $72.83 per container, at the discretion of terminal operator. Note 3: Terminal operator must provide a written request to use this item and the Executive Director may grant written approval. Note 4: The Executive Director may revoke permission for the terminal operator to handle transferred merchandise on 72 hours' written notice to the terminal operator. Note 5: Container movements from the Port of Long Beach are restricted to alliance partners' merchandise only, covering a volume not to exceed 500 containers per week, per terminal. The factors the Executive Director may consider in deciding whether to grant a flat fee under Item 520, Exception 2, include, but are not limited to: (1) Whether the transferred merchandise has been generated from a carrier which is an alliance member of the terminal operator's customers; (2) Whether and how the handling of the transferred merchandise in the Port of Los Angeles will impact other terminals in the Port; (3) Whether allowing such handling will assist rail carriers in minimizing traffic along intermodal routes; (4) Whether the terminal operator making the request is current in all its obligations to the Port; and (5) Such other factors as may be presented to the Executive Director based on the unique facts of each case. The Executive Director may further restrict the hours of operation noted above upon first providing the terminal operator with 24 hours' written notice.	Per Container *$77.35	[A] 033

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
(Transferred from Fifth Revised Page 52)		
Coffee, green in bags	Per KT 710	[A] 035
Food Products, canned or bottled, including Beer and other Malt Liquors	Per KT 821	[A] 037
Fresh fruit and fresh vegetables, N.O.S.	Per KT 710	[A] 045
Metals, loose, in bundles, coils or packages, viz.: (See Note)	Per KT 710	[A] 047
Angles, bars, beams, channels, pipe and plate		
Note: Wharfage assessed under this item is subject to a minimum charge of $141.70 per bill of lading.		

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
Metals, loose, in bundles, coils or packages, viz.: Billets, ingots, piling, rails, rod, sheet, slabs, iron or steel tubing, non-insulated wire, non-insulated cable and wire rope	Per KT 710	[A] 048
Slabs, steel: Minimum Annual Volume 500,000 Metric Tons (Subject to Notes 1 and 2)	Per KT 635	[A] 049
Note 1: Applicable after submission and approval of written application for volume rate by the Executive Director.		
Note 2: Applicant must be a terminal operator with an agreement with the City of Los Angeles.		
Liquids, including petro-chemical and aqua-ammonia, but excluding petroleum, other petroleum products and water, in bulk, from or to vessels through private line	Per KT 200	[A] 050
Livestock, or other animals.....	Per Head 675	[A] 055
Lumber and lumber products, viz.: (See Note) Lumber, logs and timber Foreign, intercoastal and offshore..... Coastwise.....	Per 1,000 Ft. B.M. 1214 525	[A] 060
Note: If freighted by vessel on other than a B.M. basis or the equivalent of B.M. stated in cubic meters, the Merchandise, N.O.S. rate shall apply.		
Newsprint.....	Per KT 690	[A] 070
Commercial or freight vehicles, including chassis, freight trailers, freight semi-trailers, agricultural equipment, earth-moving equipment, and road-making equipment.....	Per KT 1897	[A] 072

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Farm and garden tractors	710	[A] 076
	Per KT	
United States Mail.....	1277	[A] 090
	Per M-3	
Yachts, sailing boats and pleasure craft	462	[A] 092

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	Item No. 550-
Vehicles, motor, self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis.	Per Vehicle 3010	[A] 095
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2508	[A] 096
The term "Battery Electric Vehicle (EV)" when used in item 097 and 098 below, is a vehicle which uses one or more electric motors for propulsion and is "fueled" by a battery charger that transfers electricity by electric utilities into the vehicle battery to "recharge" it. EV has zero tailpipe emissions.		
Battery Electric Vehicle (EV), self-propelling, setup on own wheels, viz.: Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks	Per Vehicle 2558	[A] 097
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks, originating at or destined to points in O.C.P. Territory as described in Item 100(w)	Per Vehicle 2131	[A] 098
TO APPLY FOR ITEMS 097 AND 098, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) Bills of Lading provided to the Port shall be claused as follows: "The vehicles included on this Bill of Lading are Battery Electric Vehicles (EV)"		
Vessel's stores and supplies (other than as provided in Item 525)	Per KT 710	[A] 100
MERCHANDISE AS LISTED		
Automobile, bus and truck parts, N.O.S	W/M 710	[A] 306
Bicycle, Parts and Accessories		320
Clothing and Footwear, New, N.O.S		322
Chemicals, N.O.S		325
Food or Food Preparations, N.O.S		331

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued

Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.

Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)

550-

MERCHANDISE AS LISTED

	W/M	[A]
Furniture and Household Goods, including Household Appliances	710	340
Machinery, N.O.S.		343
Luggage		344
Motorcycles, Parts, and Accessories		345
Resins		350
Sporting Goods and Toys, N.O.S.		353
Tires and Tubes		355
Wood Products, N.O.S.		375
Electrical and Electronic Equipment, Accessories, and Parts		380

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE (OTHER THAN BULK) AS LISTED Subject to Note When Carried in Containers		
	Per KT	[A]
Animal Feed	710	501
Batteries, Scrap		505
Borax, borates, boric acid		510
Cereal grains, dried beans and dried peas, in bags weighing not less than 22 kg		515
Cotton, cotton linters, in bales		520
Diatomaceous earth		525
Empty Pallets or dunnage, returning		530
Hides or skins		535
Fresh or fresh frozen meat and poultry		540
	Per KT	[A]
Fresh or frozen meat, non-containerized, from Australia and New Zealand	586	541
	Per KT	[A]
Fresh or fresh frozen fish and shellfish	710	545
Scrap metals, in containers		550
Waste Paper		555
Note: Wharfage assessed under these items is subject to a minimum charge per container or trailer of $123.01 for containers or trailers not exceeding 7.5 meters in length and $160.03 for containers or trailers exceeding 7.5 meters in length		
	Per KT	[A]
Stone, cast or natural: viz: Granite or Marble	710	570
	Per KT	[A]
Tile, viz: Clay, Concrete, Earthenware, Quarries, or Terrazzo	710	580

SECTION FIVE – Continued
WHARFAGE – Continued

Item No.

WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PETROLEUM AND PETROLEUM PRODUCTS OTHER THAN PETROCHEMICALS AND AQUA-AMMONIA	Per Barrel of 159 Liters	
Oil, crude, in bulk	$0.108	600 [A]
Bunkers, loaded to vessel	$0.108	605 [A]
Refined petroleum products, including non-petroleum Based motorgrade fuel additives, in bulk	$0.119	610 [A]
Fuel oils, N.O.S.	$0.119	615 [A]
Gasoline	$0.119	620 [A]
Jet fuel	$0.119	625 [A]
Item 650-Liquid Petroleum Gas, In Bulk Canceled Effective January 1, 2022	Per Cubic Meter $0.64	650 [D]

See Item 10 for explanation of abbreviations and symbols.

Correction No.	Order No. Adopted Ordinance No. Adopted	EFFECTIVE:

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK		
Merchandise, dry, in bulk, not carried in cargo containers or trailers		
Merchandise, N.O.S	Per KT 261	[A] 710
Coal	Per KT 145	[A] 712
Cement, cement clinkers, cement components and additives	Per KT 179	[A] 715
Coke	Per KT 161	[A] 716
Scrap Metal	Per KT 242	[A] 719
Chemicals, N.O.S	Per KT 261	[A] 725
Fertilizers, N.O.S	Per KT 261	[A] 730
Ammonium Sulfate	Per KT 179	[A] 732
Ores and ore concentrates, N.O.S	Per KT 179	[A] 740
Copper concentrate	Per KT 179	[A] 742
Bauxite	Per KT 179	[A] 744
Sulphur	Per KT 179	[A] 750
Sand	Per KT 179	[A] 755

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades (See Item 100 [o], [p], and [q]; except Hawaii or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
MERCHANDISE IN BULK, CONTAINERIZED		
Merchandise, N.O.S., in bulk, carried in cargo containers or trailers.....	Per KT 710	[A] 775
Ore and ore concentrates, N.O.S.....	Per KT 710	[A] 780
Fertilizers, N.O.S	Per KT 710	[A] 785
Chemicals, N.O.S.....	Per KT 710	[A] 790

SECTION FIVE – Continued WHARFAGE – Continued		Item No.
WHARFAGE RATES – Continued Rates apply on all trades or as noted in individual items.	Rates in Cents Per KT or M-3 Unless Otherwise Indicated Below (See Item 510)	550-
PROJECT RATES PROJECT RATES...applicable to shipments in connection with removal, construction, reconstruction of major capital projects or facilities: TO APPLY THESE RATES, SHIPMENTS MUST COMPLY WITH THE FOLLOWING: A) The commodities to be transported or received shall be of a wholly proprietary nature, not for resale, and are for use in the construction, erection, and/or installation of .....(Project Name)..... B) Bills of Lading shall be claused as follows: "All materials included on this Bill of Lading are of a proprietary nature, not for resale, and are for use in construction, erection, and/or installation of .....(Project Name)..... C) Receive approval of the Terminal Operator and the Executive Director of the Port of Los Angeles. The following are excluded from application of these special rates, unless otherwise provided: a. Automobiles b. Motor trucks (other than dump trucks) c. Tractors d. Explosives e. Dangerous or hazardous cargo, restricted to on-deck stowage f. Refrigerator or cool room cargo g. Household goods and personal effects h. All cargo taking rates lower than Project Rates.	Per KT 551	[A] 801

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND, WHARF STORAGE -- Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME

Wharf demurrage shall be assessed against all merchandise remaining on the wharf or wharf premises after the expiration of the free time allowed (See Item 720) at wharf demurrage rates named in this Item (subject to Notes 1,2,3,4 and 5).

Note 1. See Item 790 for wharf storage rates.

Note 2. When requested in writing by the steamship company and when verification can be made from steamship company's records, the Executive Director may waive wharf demurrage against small portions of shipments of merchandise requiring recoopering, against small portions of shipments of merchandise discharged from a vessel which have not been located at the time of delivery of the major portion of such merchandise, against merchandise discharged from a vessel which is deadover without billing and which may not be delivered by a steamship company until ownership thereof is established, and against portions of shipments of merchandise in bond held by Customs for the appraiser's store. [A] 780

Note 3. Rates provided in this Rule will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 4. The minimum wharf demurrage charge shall be $24.14 per lot excepting automobiles and pick-up trucks.

Note 5. In those cases in which merchandise remains on wharf demurrage for extended periods of time, accrual reports shall be made by the terminal operator and invoices shall be issued by the Harbor Department for the amount of demurrage charges accrued on a particular lot of cargo for an initial 45-day period and each subsequent 30-day period. Neglect or refusal to deliver the accrual reports to the Executive Director within 15 days following the completion of the initial 45-day period and subsequent 30-day periods of demurrage will result in the assessment of a penalty charge of two percent (2%) of total demurrage charges incurred.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE – Continued

Item No.

RATES FOR WHARF DEMURRAGE AFTER EXPIRATION OF FREE TIME -- Continued

RATES

In cents per day or fraction thereof, Saturdays, Sunday and holidays included, per KT or cubic meter or fraction thereof or other unit, on the same basis as wharfage is assessed, except as noted.

Commodity	Charge per day for first 5 days	Charge per day for each Additional day over 5 days
Merchandise, N.O.S, not carried in cargo containers or trailers. Note: If measurement of the cargo is required but not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.	81	164
Merchandise, N.O.S., carried in cargo containers or trailers. Note: If the Measurement of the cargo is required but not available, the charge per day will be based on the overall length of the container or trailer as follows:	81	164

OVERALL LENGTH IN METERS

Over	But Not Over		
0	7	2483	4960
7	9	3034	6069
9	13	4966	9932
13	over	6484	12966

[A]
780
(Cont.)

See Item 10 for explanation of abbreviations and symbols.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARFAGE DEMURRAGE – Continued

Commodity	Charge per day for first 5 days	Charge per day for each additional day over 5 days
Vehicles, motor, self-propelling, set up on own wheels, viz.:		
Automobiles, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick- up truck chassis.		
Shipped outbound by water carrier in domestic trade or shipped by manufacturers for distribution to auto- mobile dealers, per vehicle.	242	482
Privately owned vehicles or used cars shipped inbound to the Port of Los Angeles, per vehicle.	807	1614
Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT.	242	482
Agricultural, earth-moving equipment, or road-making equipment, N.O.S., per KT.	242	482

[A]
780
(Cont.)

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

[C] WHARF STORAGE

Merchandise may be stored on wharves and wharf premises for limited periods of time after prior arrangements have been made by the shipper or consignee thereof, if:

(a) Space is available; and

(b) The prompt loading or discharging of vessels will in no manner be interfered with; and

(c) Approved by the Terminal Operator and the Executive Director.

[A]
790

Wharf storage shall be assessed against all merchandise permitted to be stored on wharves at wharf storage rates named in this Item (subject to Notes 1, 2, and 3).

Note 1. Subject to the provisions of paragraph (2), Item 710.

Note 2. Rates provided in this Item will not apply on merchandise, in bulk, handled mechanically through the bulk loading or unloading facilities at Berths 48 through 53.

Note 3. Merchandise permitted to be stored on wharves will be assessed a minimum charge of five (5) days storage at rates named in this Item, but not less than $24.14 per lot.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

RATES

In cents per day, or fraction thereof, Saturdays, Sundays and holidays included, per KT or cubic meter or fraction thereof, whichever shall yield the greater revenue, except as noted in individual items.

Merchandise, N.O.S., not stored in cargo containers or trailers.

Note: If measurement of the cargo is not available, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo.

[A]
790
(Cont.)

Stored on covered areas 80
Stored on uncovered areas,
when requested by shipper or consignee thereof 41

Merchandise, N.O.S., stored in cargo containers or trailers 41

Note: If the measurement of the cargo is not available, the charge per day will be based on the overall length of the container or trailer as follows:

OVERALL LENGTH IN METERS		
Over	But Not Over	
0	7	1255
7	9	1531
9	13	2511
13	over	3241

Cotton, cotton linters, compressed in bales, per KT or fraction thereof 34

See Item 10 for explanation of abbreviations and symbols.

SECTION SEVEN – Continued
FREE TIME, WHARF DEMURRAGE, AND WHARF STORAGE -- Continued

Item No.

WHARF STORAGE – Continued

	RATE	
Vehicles, motor, self-propelling, set up on own wheels Viz.: Commercial or freight vehicles, including chassis, freight trailers or freight semi-trailers, per KT	179	
Vehicles parked on any municipal wharf by consent of and where designated by the Executive Director, per vehicle . . . . . (not subject to Note 3)	179	[A] 790

Automobile, passenger, seating capacity not exceeding 10 passengers per vehicle, including pick-up trucks or pick-up truck chassis, per vehicle.

Charge per day for first 21 days	Charge per day for each additional day over 21 to 45 days	Charge per day for each additional day over 45 days
76	151	455

SECTION NINE – Continued
CONTAINER CRANES – Continued

Item No.

RULES AND REGULATIONS GOVERNING THE USE OF
HARBOR DEPARTMENT CONTAINER CRANES -- Continued

(j) All persons desiring to use a crane, as far in advance of the date of requested use as possible, shall make application to the Executive Director specifying the date and time of proposed use, nature and quantity of cargo to be handled, the estimated length of use and nature of use. Users shall be assigned use of a crane in order of their applications. Such assignments shall be subject to modification as required to accommodate preferential and secondary crane assignees. Such assignments may also be modified if a vessel is not actually available at the berth or if cargo is not actually available on the wharf premises. User shall conduct its operations expeditiously and shall cease use and return the crane to the control of the Harbor Department without delay upon conclusion of authorized use thereof or sooner when the crane is required by a preferential or secondary crane assignee. The Executive Director shall have the right to order the user to cease operation of a crane immediately whenever, in his opinion, the user is not using said crane in accordance with the terms of the assignment, or whenever such cessation is necessary for the best interest of the Port.

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(Cont.)

(k) The Executive Director may refuse to assign a crane for purposes of handling any merchandise which in his opinion cannot be handled by the crane without substantial risk to any person or property, including the crane.

(l) The charge for the use of container cranes shall be $767 per hour. After the first hour, the charge shall be calculated in 15 minute increments or fraction thereof. The charge shall include the cost of fuel or power and normal repair and maintenance only. The charge shall apply from the time specified in the assignment or when operations begin, whichever occurs first, and shall continue until the crane is released to the Harbor Department. If the crane is unavailable for use at the time specified in the assignment for reasons beyond the control of the user, charges will be computed from the time actual use begins.

(m) The use of a crane shall constitute acceptance and acknowledgement by the user of all the conditions and restrictions contained in this Item No. 900.

SECTION ELEVEN
CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.
IN TRANSIT SHEDS AND ON WHARVES AND WHARF PREMISES

Item No.

MONTHLY CHARGES FOR OCCUPANCY OF OFFICE SPACE, ETC.

Monthly charges for the occupancy of all office space (excluding passenger waiting rooms), private rest rooms (excluding public passenger rest rooms), gear corrals, lockers and portable office structures in transit sheds and on wharves and wharf premises shall be at a rate as follows: (See Exception)

(1) Class A office space and private rest rooms shall be charged for at the rate of 125 cents per square foot per month, subject to a minimum charge of $151.73 per month (subject to Notes 1 and 2).

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1100

(2) Class B office space and private rest rooms shall be charged for at the rate of 97 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(3) Class C office space and private rest rooms shall be charged for at the rate of 82 cents per square foot per month, subject to a minimum charge of $117.26 per month (subject to Notes 1 and 2).

(4) Gear corrals shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

(5) Lockers and portable office structures shall be charged for at the rate of 25 cents per square foot per month, subject to a minimum charge of $82.77 per month.

Note 1. Offices which have been air-conditioned by the Los Angeles Harbor Department at its expense shall be charged an additional 21 cents per square foot per month.

SECTION TWELVE WATER AND ELECTRICITY	Item No.
FRESH WATER RATES Fresh water supplied by the Department of Water and Power of the City of Los Angeles is subject to changes in rates without notification from the Harbor Department. When delivered to vessels at wharves and for services supplied in connection therewith through piplelines of the Harbor Department, a service charge of fifteen per cent (15%) of the cost of such water will be added for the use of such facilities including wharfage. (See Note) NOTE: A maximum charge of $35.86 for each normal billing period (monthly) or fraction thereof will apply. In addition, the following charges will be made: (1) Service charge for portable meter, when furnished .....$8.97 (2) Rental charge for each 50-foot section of water hose, when furnished $8.97	[A] 1200
PENALTY FOR ATTACHING HOSE OR TAKING WATER WITHOUT PERMISSION AND WITHOUT THE USE OF PORTABLE BACK FLOW PREVENTION APPLIANCE For the purpose of preventing contamination of fresh water supply on wharves, the Harbor Department has furnished at each terminal portable back flow prevention appliances for use at all vessel service water outlets and hydrants. It shall be unlawful for any person to attach a hose to a vessel service water outlet or hydrant for the purpose of taking water on board any vessel without first attaching a portable back flow prevention appliance between said hose and said water supply outlet. It shall be unlawful to attach a hose to any other water outlet or hydrant upon any wharf or wharf premises, or to use any water hose or meter, or to take any water or attempt to take any water therefrom, except from regularly installed drinking stands, without permission first having been obtained from the Executive Director, and without having paid or agreed and arranged to pay therefor; provided, however, that any person may attach a hose, or otherwise use the water from any such outlet, for fire fighting purposes during the actual occurrence of a fire. Any violation of this Item shall subject such persons to the general penalties provided in this Tariff.	1205

SECTION FOURTEEN – Continued CARGO HANDLING -- Continued	Item No.
HANDLING PERMIT FEES The handling permit fees shall be five hundred fifty one dollars ($627.00) per annum, or fraction thereof, payable in advance.	[A] 1415
FILING OF TARIFFS No cargo handling permit shall be issued except upon written application therefore, in which application the handler shall specifically agree at all times to keep on file with the Board a tariff and supplements thereto showing the rates for charges of such handler itemized as to operations and as to commodities; provided, that, in case any such handler shall be required by law to publish and file a tariff with any duly constituted regulatory body, a copy of such tariff shall be filed with the Board. Upon complaint of any interested party that any rate charged by a handler, or any rule, regulation or practice of a handler, who is not subject to the jurisdiction of any other duly constituted regulatory body, is discriminatory or unreasonable, the handler shall be required to show cause why an order should not be issued by the Board requiring said handler to modify, change or revise said rate, rule, regulation, or practice. Such complaint shall be filed in writing with the Board and the handler shall be granted a reasonable time to file his written reply thereto. Any charge based upon a rate in excess of or less than the rates set forth in such current tariff, or any refusal to abide by any lawful Order of the Board requiring a change, revision, or modification of any charge, rate, rule, regulation or practice, shall be sufficient cause for revocation or suspension of a cargo handling permit.	1420
REVOCATION AND PENALTIES Cargo handling permits shall be revocable by the Board at any time for such cause as the Board may deem just and sufficient.	1425

SECTION FIFTEEN – Continued PUBLIC LANDINGS -- Continued	Item No.
UNLAWFUL FOR VESSELS TO REMAIN AT PUBLIC LANDINGS EXCEPT WHILE LOADING OR DISCHARGING Any vessel availing itself of the privileges in Item 1520, which shall refuse or fail to haul away from such public landing after having finished loading or discharging, or both, as the case may be, which loading or discharging having been begun must be completed without unwarranted delay, shall thereupon be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such landing in violation of this Item.	[A] 1525
VESSELS OVER 80 GROSS TONS NOT TO DOCK AT PUBLIC LANDINGS WITHOUT PERMIT; PENALTY FOR VIOLATIONS It shall be unlawful for any vessel of over 80 gross register or 50 tons underdeck measurement to dock at or make fast to any public landing without first having obtained a permit so to do from the Executive Director. In the case of any violation of this rule by any vessel, such vessel, in addition to the other penalties provided in this Tariff or by law, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $125.40 for each and every day, or fraction thereof, it may remain at such landing in violation of this Item.	[A] 1530
PASSENGER CARRYING VESSELS FOR HIRE NOT TO DOCK AT PUBLIC LANDINGS WITHOUT PERMIT It shall be unlawful for any person operating any passenger carrying vessel for hire to dock at any public landing and take on or discharge passengers thereat without first having obtained a permit so to do from the Executive Director.	1535

SECTION EIGHTEEN – Continued
GENERAL RULES AND REGULATIONS – MISCELLANEOUS – Continued

Item No.

DIVING AND RELATED ACTIVITIES

(a) It shall be unlawful for any person to underwater dive, or to engage or participate in underwater diving or in any other underwater activity in Los Angeles Harbor, except in designated recreational areas, without having in his possession a written permit from the Executive Director authorizing such diving or underwater activity.

(b) It shall be unlawful for any person to underwater dive, or to participate or engage in underwater diving or in any other underwater activity in Los Angeles Harbor unless there is an assistant present who shall be on the surface of the water close over the person engaging in diving or in any other underwater activity and able to make a conspicuous display of the prescribed signals for diving.

(c) It shall be unlawful for any person, while underwater diving or participating or engaging in underwater diving or in any other underwater activity, to examine the hull or ground tackle of, or to attach anything to, or molest in any manner whatsoever, any vessel, or to examine or molest any premises or property in Los Angeles Harbor, without first having obtained written permission so to do from the lawful owner or operator of such vessel, premises or property. [A] 1802

(d) The fees for the permit required by this Item shall be $34.63 for the first year, payable in advance, and $14.33 for each yearly renewal thereafter, payable in advance; provided, that the fee for a permit issued to any person who holds a similar written permit issued by any Port or Harbor in the State of California which is under the jurisdiction and control of the State, a municipality or a port district and which has promulgated rules and regulations regulating diving and authorizing the issuance of permits therefore, shall be $14.33 for the first year, payable in advance; and provided, further, that no fee shall be collected for a permit issued to any authorized employee of the United States, any state, or a municipality or of any political subdivision, department, or agency thereof.

The permit required by this Item may contain such conditions and restrictions as the Executive Director in his discretion may determine reasonably necessary to preserve or minimize the danger to life, limb or property. Failure to comply with any of the provisions contained herein or in such permit shall ipso facto terminate any of the privileges granted by said permit and said permit shall thereafter be null and void.

SECTION NINETEEN – Continued COMMERCIAL FISHING VESSEL – Continued	Item No.
FREE DOCKAGE TO COMMERCIAL FISHING VESSELS (a) For the purpose of providing for the accommodation and promotion of the fishing industry no dockage shall be assessed against any commercial fishing vessel during the time such vessel is actually discharging fish or taking on stores or supplies at any wharf designated by the Executive Director as a fish wharf to be used for such purposes. (b) Commercial fishing vessels ready to be unloaded shall have preference over commercial fishing vessels ready to be loaded, and whenever a commercial fishing vessel has been docked for taking on supplies, or has been unloaded and is ready to be loaded, such vessel must forthwith haul away and vacate the berth in favor of a commercial fishing vessel having a cargo of fish ready to be unloaded. (c) Berth 72 is hereby set aside for the exclusive joint use of the tenants of the Harbor Department occupying stalls in the Municipal Fish Market located on or contiguous to said Berth 72, and it shall be unlawful to make any vessel fast to or to unload any vessel at said Berth 72 except such commercial fishing vessels as actually unload fish for delivery to said Harbor Department tenants.	1905
UNLAWFUL FOR COMMERCIAL FISHING VESSELS TO REMAIN AT WHARVES EXCEPT WHILE UNLOADING OR LOADING Any vessel docked to be unloaded at Berth 72 or to be unloaded or loaded at any wharf designated by the Executive Director pursuant to Item 1905 (a), must be unloaded or loaded with due dispatch and without necessary delay. Any vessel, availing itself of the privileges of Item 1905, which shall refuse or fail to haul away from the wharf and vacate such berth after having finished discharging or loading, or both, as the case may be, shall thereupon be subject to and shall be assessed dockage at quadruple the rates elsewhere provided in this Tariff, and in addition thereto $63.30 for each and every day, or fraction thereof, such vessel may remain at such wharf in violation of this Item. Any such vessel shall also be subject to removal and impound by or at the order of the Executive Director and at the expense and at the sole risk of such vessel and of its agents and owner, to such other place as the Executive Director may direct. All charges made in connection with moving and impounding vessels, as provided for herein, shall become due and payable within thirty (30) days after billing therefore.	[A] 1910

SECTION NINETEEN – Continued
COMMERCIAL FISHING VESSEL – Continued

Item No.

DOCKAGE RATES AND CHARGES FOR COMMERCIAL FISHING VESSELS HOLDING A VALID PERMIT

Dockage shall be assessed against all commercial fishing vessels which hold and display a valid annual or temporary Commercial Fishing Vessel Permit issued by the Executive Director at the following rates: [A] 1930

Annual Permit
Length of vessel per meter or fraction thereof, per month or fraction thereof.....$4.82

Temporary Permit (See Notes 1 and 2)
Length of vessel per meter or fraction thereof, per day or fraction thereof.....$ .49
Length of vessel per meter or fraction thereof, per month or fraction thereof.....$4.82

Note 1: Length of vessel to be determined from documents issued by the United States Coast Guard or the State of California.

Note 2: Charges will be assessed at the daily dockage rate for the first ten (10) days of dockage under each permit. Effective on the commencement of the eleventh (11) day, the owner or operator holding a permit will have the option to continue the payment of dockage at the daily rate or to elect assessment at the rate per month or fraction thereof for the duration of the permit. Dockage at the daily rate shall be due and payable totally in advance. Dockage at the monthly rate shall be due and payable in advance monthly.