

AGREEMENT NO. _____

BETWEEN THE CITY OF LOS ANGELES AND
MARK THOMAS & COMPANY, 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 MARK THOMAS & COMPANY, INC., a California corporation, whose address is 2290 N. First Street, Suite 304, San Jose, CA 95134 ("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 such as preparing required studies for improvements on Caltrans' property (State of California Highway System) and, by virtue of training and experience, is well-qualified to provide such services to the City; and

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

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

1. Incorporation of Recitals.

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

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in 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, Rob Himes ("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'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 Two Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Eighty-Six Dollars (\$) 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 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "G" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other City of Los Angeles departments and (b) represent an increase of no more than two percent (2%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "G" shall be revised, replaced and renumbered as Exhibit "G-1," Exhibit "G-2," etc., as applicable.

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

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

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(signed)

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

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

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

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

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

6. Recordkeeping and Audit Rights.

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

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

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

8. Business Tax Registration Certificate.

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

9. Indemnification.

9.1 Indemnification

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

9.2 Indemnification for Design Professional Services

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

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

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

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Two Million, Nine Hundred Ninety-Nine Thousand, Nine Hundred Eighty-Six Dollars (\$2,999,986) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

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

(c) Workers' Compensation and Employer's Liability

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

(d) Professional Liability Insurance

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

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

10.2 Insurance Procured by Consultant on Behalf of City

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

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees,

are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

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

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

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

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

10.3 Required Features of Coverages

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

(a) Acceptable Evidence and Approval of Insurance

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

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

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide.

Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

Each insurance policy described above shall provide that it shall 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 a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any other reason by written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

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

(e) Renewal of Policies

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

10.4 Right to Self-Insure

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

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

with respect to types of coverage and minimum limits of liability required by this Agreement.

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

10.5 Accident Reports

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

11. Personal Services Agreement.

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

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that

Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

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

13. Affirmative Action.

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

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

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business 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>.

15. Conflict of Interest.

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

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

16. Compliance with Applicable Laws.

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

17. Trademarks, Copyrights and Patents.

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

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its

sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. City's Disclosure Obligations.

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

21. Notices.

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

22. Taxpayer Identification Number ("TIN").

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

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

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.

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

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

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

25. Equal Benefits Policy.

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

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

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies

including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

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

27. State Tidelands Grants.

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

28. Construction of Agreement.

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

29. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

30. Modification in Writing.

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

31. Waiver.

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

32. Governing Law.

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

33. Severability.

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

34. Jurisdiction.

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

35. Integrated Agreement.

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

36. Exhibits; Sections.

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

37. Counterparts.

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

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(Signature page follows)

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

Dated: _____, 2018

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

MARK THOMAS & COMPANY, INC.

Date: OCTOBER 26TH, 2018

By: _____
Robert A. Holmes, President
(Print and/or Type Name and Title)

Attest: _____
Ravi Shah, Deputy Project Manager
(Print and/or Type Name and Title)

APPROVED AS TO FORM AND LEGALITY

October 30, 2018
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
HELEN J. SOK, Deputy City Attorney

HJS:jpr
Attachments

Account #	<u>54220</u>	W.O. #	<u>2533400</u>
Ctr/Div #	<u>1172</u>	Job Fac. #	<u>635-00</u>
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	18/19	\$	240,768
	19/20	\$	1,800,000
	20/21	\$	959,218
	TOTAL:	\$	2,999,986
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>[Signature]</u>		
Date Approved:	<u>10/30/18</u>		

EXHIBIT A

PROJECT DESCRIPTION

1. PROJECT DESCRIPTION

1.1 Project Goals and Objectives

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

- Remove the existing westbound (WB) SR 47/Vincent Thomas Bridge off-ramp (south of the Vincent Thomas Bridge) with Harbor Boulevard;
- Construct a new WB SR 47/Vincent Thomas Bridge off-ramp (north of the Vincent Thomas Bridge) with Front Street; including a new and/or modified traffic signal at the intersection Front Street and Knoll Drive (directly opposite of the West Basin Container Terminal Entrance). The new ramp is currently envisioned to be constructed on fill material and retaining walls, tying into the existing off-ramp abutment that extends from the Vincent Thomas Bridge;
- Realign Knoll Drive (south) at intersection with Front Street at Knoll Drive;
- Realign existing eastbound (EB) SR 47/Vincent Thomas Bridge on-ramp (south of the Vincent Thomas Bridge) from Harbor Boulevard further to the west to increase EB merge length on the bridge approach. This realigned ramp would be entirely on fill and retaining walls;
- Modify existing westbound (WB) SR 47/Vincent Thomas Bridge off-ramp to Harbor Boulevard to add an auxiliary exit lane;
- Modify Front Street from Knoll Drive to Harbor Boulevard;
- Modify and/or relocate existing Port Police K-9 dog training facility within project limits;
- Modify and/or relocate existing Port Police Cruise Terminal Truck Inspection facility (located adjacent to Port police K-9 dog training area) within project limits; and
- Protect in place existing sewer pump station.

The successful project shall propose minimal impacts to the existing sewer pump station, truck inspection facility, and Los Angeles Department of Water and Power (LADWP) facilities.

Project Need:

Currently, westbound SR-47 traffic and southbound I-110 traffic exit at Harbor Boulevard, creating safety and operational issues due to significant weaving as traffic approaches the intersection. Nonstandard weaving exists as merging traffic approaches the intersection from both the westbound SR-47 off ramp and the Southbound I-110 off ramp. Nonstandard merging also exists on the eastbound SR-47 on-ramp from Harbor Boulevard as traffic approaches the Vincent Thomas Bridge. Traffic routinely backs up onto both off-ramps during the peak period as a result of the two freeways (I-110 & SR-47) terminating at the same point. With the projected future background growth and the development of the Waterfront, the Harbor Department anticipates that traffic back up will increase

and greatly reduce the operational efficiency of the interchange.

To mitigate this operational deficiency, the Harbor Department proposes to relocate the existing westbound SR-47 off-ramp north of the Vincent Thomas Bridge and opposite of Knoll Drive at Front Street. Relocating the off-ramp to the north will separate the traffic from both freeways into two different exist (Harbor Boulevard/Swinford Street and Front Street/Knoll Drive), and thereby allows for efficient movement of traffic through the interchange that is destined to the cruise terminal, Waterfront Development and other recreational facilities.

Project Purpose:

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

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

EXHIBIT B

SCOPE OF WORK

2. SCOPE OF WORK

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

Task 1. Project Management & Coordination

The Consultant shall provide 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 address 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 manner as per current project management principals, guidelines, and standards promoted by recognized project management organizations and institutions.

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

Task 1.1 Project Management Plan

The Consultant shall provide a detailed project management plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the Plans, Specifications, and Estimates (PS&E) package. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask and costs associated with each task and subtask. The PMP shall be delivered within 30 days of the first Notice to Proceed (NTP).

Deliverable(s): Project Management Plan

2 hard-copies and 1 electronic file of each above deliverable

Task 1.1.1 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 and Caltrans' minimum requirements, and shall identify procedures for reviewing and checking computations, design drawings, and other submittals specific to the design phase for both the Consultant and subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance.

Deliverable(s): QC/QA Plan

2 hard-copies and 1 electronic file of each above deliverable

Task 1.1.2 Prepare Project Schedule

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

Deliverable(s): Baseline Project Schedule
2 hard-copies and 1 electronic file of each above deliverable

Task 1.1.3 Coordination

The project will require coordination and approval from Caltrans and the City of Los Angeles during the entire project duration. These projects will require a number of permits and approvals from other regulatory agencies. The Consultant's studies and design shall meet the requirements of those agencies. There will also be coordination with other engineering firms that are preparing development plans in the vicinity.

Task 1.2 Monthly Progress Status Reports and Schedule Updates

The Consultant shall prepare monthly progress status reports that will include, but not be limited to, an update to the key milestone delivery schedule and status and percent completion of each task worked on during that period. Consultant shall maintain CPM schedule. The schedule will be reviewed in close coordination with the Engineering Division. A monthly schedule shall be issued for project progress meetings and other public meetings where the project status and schedule may be an agenda item. The CPM schedule shall also be updated each month to show progress.

Deliverable(s): Monthly Progress Reports
Updates to the CPM schedule
Monthly Invoicing
2 hard copies and 1 electronic file of each above deliverable

Task 1.3 Project Development Team (PDT), Kick-off, and Focus Meetings

The Consultant team shall attend monthly PDT meetings and focus meetings with project stakeholders throughout the project's duration. It is anticipated that eighteen (18) PDT meetings, one (1) kick-off meeting, and eleven (11) focus meetings shall be held. The Consultant's Project Manager shall attend each meeting. It is anticipated that various other members of the project team, including subconsultants shall attend the meetings, as needed. The Consultant shall prepare an agenda and distribute meeting notes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting.

Deliverable(s): Meeting Notes
Meeting Agenda

2 hard-copies and 1 electronic file of each above deliverable

Task 1.4 Subconsultant Administration

The Consultant shall administer all subconsultants work effort on this project. All subconsultant requests for information, questions, clarifications, invoices, etc. shall be processed through the Consultant.

Task 1.5 Additional Requirements

The Consultant shall be responsible for the engineering design, final PS&E (or Construction Documents) and related approvals for the project. The Consultant's services will include identification of required permits and licenses; topographic survey of the project site; geotechnical investigation; coordination with responsible agencies and parties impacted by the construction of the project; and such other services that are necessary for the completion of the project. Project design shall meet the standards and requirements of the City of Los Angeles, conform to current Federal and State regulations, and meet recognized design standards, including those of the California Department of Transportation (Caltrans), City of Los Angeles, and the "GREENBOOK" (Standard Specifications for Public Works Construction). The design of this new interchange is subject to the review and approval of Caltrans and various City of Los Angeles Departments.

Task 1.5.1 Design Standards

Design shall be in accordance with the latest American Association of State Highway Transportation Officials' (AASHTO) A Policy on Geometric Design of Highways and Streets, latest edition; Latest California 'Manual on Uniform Traffic Control Devices, Caltrans' Bridge Design Specifications Manual, Caltrans Highway Design Manual (HDM) Caltrans Standard Plans and Specifications, Caltrans Design Memos, City Standard Drawings, and City Master Plan of Streets, City Mobility Plan, City Complete Streets Manual, City Circulation Element; and City standard practices.

Specifications shall be in accordance with the latest City standard bid documents and Caltrans Standard Specifications, latest edition.

All dimensions shall be in English Units.

Task 1.5.2 Administration

The Consultant shall prepare supporting documents (e.g. project scope) for required Cooperative Agreements with Caltrans. The Consultant shall also prepare the following Caltrans forms and documents: Request for Authorization for preliminary engineering; Request for Authorization for Right-of-Way (ROW); Request for Authorization for Utilities; Request for Authorization for Construction; supporting documents (e.g. project scope) for Construction Cooperative Agreement with Caltrans; and supporting documents for the Maintenance and Traffic Signal Maintenance Agreements with Caltrans and the City.

Deliverables: Project Scope for Cooperative Agreement
Request for Authorization for Preliminary Engineering
Request for Authorization for Right-of-Way (ROW)
Request for Authorization for Utilities
Request for Authorization for Construction

Task 1.5.3 Cost Estimate

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

The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final estimated quantities. Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility for submitting an accurate estimate of quantities.

Deliverable(s): Cost Estimate

2 hard-copies and 1 electronic file of each above deliverable

NOTE: Project Management and coordination services and costs are included within all major scope of services Tasks (Tasks 2.0 – 9.0) and are not broken out separately as Task 1.0.

Task 2. Collect Existing Data and Field Investigations

Task 2.1 Geotechnical Analysis and Reports

Consultant shall investigate the soil and subsurface conditions at the project site and provide geotechnical recommendations for design of the project. This task will be performed during Tasks 3 through 8, as required. The Geotechnical Work shall include, but is not limited to, the following:

A. *Review and Analysis of Existing Information:*

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

B. *Field Investigation:*

1. Following review of available geotechnical information, Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (CPT), hollow-stem auger (HSA), or other data acquisition and testing required for design of the project.
2. Submit a boring plan indicating the location and depths of all borings and CPTs/HSAs for approval by the Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings. It will be the responsibility of the Consultant to obtain encroachment permits, notify

Underground Service Alert and provide traffic control.

3. Detailed planning of field investigation:
 - a. Arrange for and schedule drillers
 - b. Make preparations for sample handling, transportation, and testing
 - c. Locate test borings
 - d. Locate utilities and other onsite interferences and mark location on the ground
 - e. Obtain necessary permits
 - f. Schedule field staff
 - g. Preliminary Foundation Report in accordance with Caltrans requirements;
4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs/HSAs using prudent engineering judgment and considering subsurface conditions and project requirements, as approved by the Engineer. CPT/HSA data shall be obtained during borings. Sufficient borings and material samples shall be taken to determine the road structural section and slope stability.
5. Borings and CPTs/HSAs in uncontaminated areas shall be backfilled with soil cuttings. CPTs/HSAs will not be backfilled. Borings and CPTs/HSAs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. *Laboratory Testing:*

1. Perform laboratory testing to include, but not limited to, the following:
 - a. Index testing:
 - i. Moisture content/dry density
 - ii. Specific gravity
 - iii. Atterberg limits
 - iv. Sand equivalent
 - v. Sieve analysis
 - vi. Resistivity
 - b. Consolidation tests with time plot
 - c. Soil Strength test:
 - i. Triaxial compression
 - ii. Direct shear
 - iii. Standard penetration test
 - d. R-value or CBR tests.
 - e. Compaction tests.
 - f. Chemical analysis:
 - i. pH
 - ii. sulfates
 - iii. chlorides
 - g. Corrosivity

2. Investigation for Aerially Deposited Lead (ADL):
 An ADL study, conducted in accordance with Caltrans minimum ADL investigation requirements, shall be conducted. The investigation shall consist of the following:

- a. Health and Safety Plan – Obtain a Health and Safety Plan endorsed by a Certified Industrial Hygienist.
- b. Permits – Obtain an Encroachment permit from Caltrans.
- c. Work Plan – Construct a work plan describing the following program and include the Health and Safety Plan.
- d. Borings – Bore at every 300 feet and/or as required by Caltrans.
- e. Soil Sampling – Collect at each boring location, a minimum of four soil samples from manual auger borings at depths of; ground surface, 1 foot, 2 feet, and 5 feet, unless there is refusal.
- f. Traffic Safety - Provide adequate traffic control. Traffic control will be provided in accordance with the latest CA MUTCD.
- g. Laboratory Analysis - Analyze the soil samples from each boring for total lead and total threshold limit concentration (TTLC) by EPA Method 6010B. Number of soil samples, as listed in the table below, will be analyzed for total lead. Discreet soil samples will be tested; composite sampling will not be performed. Caltrans guidelines (2001) recommend that soil samples with TTLC less than 1,000 milligrams per kilogram (mg/kg), but greater than or equal to 50 mg/kg be tested for soluble lead using the California waste extraction test (WET) to determine the soluble threshold limit concentration (STLC) using EPA method 6010B. If the STLC is greater than 5 milligrams per liter (mg/l), the laboratory shall proceed with the California WET using de-ionized water (DI-WET) and EPA method 6010B on the samples. Soil samples with total lead concentrations greater than 1,000 mg/kg or 25 percent of soil samples tested for total lead, whichever is greater, will be tested for toxicity characterization leaching procedure (TCLP), EPA method 6010B. Samples with the highest total lead concentrations will be tested for TCLP if not enough samples contain total lead greater than 1,000 mg/kg. In addition, a minimum of four soil samples or 10 percent of the samples tested for total lead, whichever is higher, will also be analyzed for soil pH (EPA 9045C) and Title 22 metals. Samples with the highest total lead concentration will be tested for Title 22 metals.

Estimated ADL Laboratory Testing

Test Procedure	Estimated Quantity
Total Lead (EPA 6010)	50
Extractable Lead California (WET)	12
Extractable Lead California (DI-WET)	6
Toxicity Characterization Leaching Procedure (TCLP)	10
Title 22 Metals	6
pH	6

- h. Statistical Analysis - Statistical analysis of the test results for each soil layer shall be according to statistical methods in EPA SW-846.
- i. Reporting - Conclusions and recommendations will be presented in an ADL Study Report.

D. Prepare Soil Data Report:

- 1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
- 2. Prepare and draft boring logs using GINT program.
- 3. Prepare site soil plan, profile, and cross sections.
- 4. Prepare data report.

E. Geotechnical Analysis:

The geotechnical analysis shall be based on both the current available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:

- 1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria, Caltrans criteria, and considering the significance of the Palos Verdes Fault.
- 2. Foundation analysis:
 - a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains and light poles considering local site conditions and recommended seismic requirements.
 - b. Prepare technical report.
- 3. Pavement design:
 - a. Develop pavement section for roadway improvements based on adjoining property usage.
 - b. Provide R-values and CBRs of sub-grade for pavement design.
 - c. Prepare technical report.
- 4. General grading:
 - a. Provide analyses and recommendations for the following:
 - i. Trench excavation, backfill and shoring.
 - ii. Site grading, fill placement and compaction.
 - iii. Subgrade preparation for foundations and footings of structures.
 - iv. Bedding requirements for utilities and substructures.
 - v. Dewatering.
- 5. Corrosive potential

- a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and Draft Reports:

The findings, conclusions and recommendations shall be discussed with the Harbor Department as they are developed. Upon completion of the work, Consultant shall submit copies of the draft report containing the findings, conclusions, and recommendations with the supporting field and laboratory data for review by the City and Caltrans. Consultant shall review and address the City's and Caltrans' comments, and submit copies of the final report validated by California State certified Geotechnical Engineer to the City and Caltrans.

G. Contract Documents Review:

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

Deliverable(s): Boring & CPT Plan
Obtain Necessary Permits
Soil Data Reports
Draft and Final Geotechnical Reports
ADL Study Report
Materials Report
2 hard-copies and 1 electronic file of each above deliverable

Task 2.2 Survey and Right-of-Way Research

Task 2.2.1 Topographic Survey

Consultant shall obtain aerial photography within project area and produce design level scale (1"=50' with 1' contour interval) Digital Terrain Model (DTM). Consultant shall establish horizontal and vertical control information. Coordinate system shall be CCS83 Zone 5 epoch 2010.00 and elevations NAVD88, unless otherwise specified. Control from Caltrans, Harbor Department, and City of Los Angeles shall be located to show the differences between datums. Mapping shall be processed through Caltrans ABC process and approved survey control report shall be obtained.

Deliverable(s): Topographic Base Mapping
1 electronic file of each above deliverable

Task 2.2.2 Record Research and Monument Search

Consultant shall perform record research to locate recorded control maps, right-of-way maps, records of survey, corner records, and other maps of record to determine the right-of-way limits within the project area. A search shall be conducted to locate existing monuments within the project area. Found monuments shall be located using a Total Station or GPS and included in the base map. Monuments shall be tied out to Caltrans 3rd Order Standards and Observations. Data reduction and coordinates shall be submitted to Caltrans for review.

Task 2.2.3 Right-of-Way Retracement and Property Line Delineation

Consultant shall review and analyze the property and right-of-way ties obtained from record research. Consultant shall delineate existing right-of-way and parcel lines of impact parcels within project limits. Once boundaries are resolved, Consultant shall plot encumbrances affecting acquisition as shown in title reports.

Task 2.2.4 Appraisal Mapping and Relinquishment Map

Consultant shall prepare appraisal map to Caltrans standards using existing right-of-way data from retracement and new right-of-way requirements. Additionally, the Appraisal Map shall show screened topographic information and contain tabular data for parcel acquisitions, including Caltrans parcel numbers, owner name, areas of total ownership, acquisition remainder, and encumbrances. Following completion of boundary delineation and identifying relinquishments, Consultant shall prepare Relinquishment Map to be filed by Caltrans after review.

Deliverable(s): Right-of-Way Appraisal Mapping
2 hard-copies and 1 electronic file of each above deliverable

Task 2.2.5 Legal Descriptions and Plats, and Right-of-Way Record Mapping

Consultant shall prepare legal descriptions and plats for acquisition parcel(s) and Temporary Construction Easement (TCE) and will undergo one review by the City of Los Angeles and Caltrans for technical accuracy prior to signature. Consultant shall prepare right-of-way record map.

Deliverable(s): Legal and Plat Descriptions
Right-of-way Record Mapping
2 hard-copies and 1 electronic file of each above deliverable

Task 2.2.6 Pre-Construction Record of Survey

Consultant shall prepare Pre-Construction Record of Survey which complies with the Professional Land Surveyors Act. Reference points shall be set at various locations to perpetuate the location of monuments that may be disturbed or destroyed during construction activities. The Record of Survey shall be reviewed by the City, Caltrans and Los Angeles County for approval prior to filing.

Deliverable(s): Pre-Construction Record of Survey
2 hard-copies and 1 electronic file of each above deliverable

Task 2.3 Utility Mapping and Coordination

Consultant shall prepare existing utility base mapping. The utility mapping developed shall be verified through topographic surveys and ground penetrating radar (GPR). Consultant shall perform up to seventy-five (75) potholes to located critical facilities. Consultant shall adhere to Caltrans' ABC process for producing utility letters. High and low risk facilities shall be identified through a Utility Conflict Matrix. Consultant shall provide coordination services for utility relocations including but not limited to: Los Angeles Department of Water and Power (LADWP) facilities, gas, oil, and water lines.

Deliverable(s): Utility Mapping files
Certified List of Utilities per USA
Utility Conflict Mapping Procedure (ABC Letters)
LADWP – Power Pole Relocation Design
GPR Data
Potholing Results and Report

2 hard-copies and 1 electronic file of each above deliverable

Task 3. Preliminary Design Phase (35% Construction Plans)

Upon issuance of written Notice(s) to proceed from the Engineer, proceed with 35% design of project. Subsequent phases of design submittals assume that the project will proceed to construction under one construction contract and that multiple copies of one (1) set of construction documents will be required.

- A. Plans shall include typical sections and details and illustrate the architectural, civil, structural, and electrical design aspects in sufficient detail to cover all matters, which will materially impact the essential features and cost of the project.
- B. Prepare and submit type selection documents according to current Caltrans requirements, as shown in Caltrans' OSFP Information and Procedures Guide, Section 4-2.
- C. Consultant shall provide technical training for the following: Caltrans Electrical Design, Caltrans Standard Retaining Wall Design, Caltrans and City of Los Angeles Drainage Design, and Caltrans Highway Design Manual.

Deliverable(s): Deliverables from this phase will provide a general overview of the entire proposed development not necessarily attempting to group the plans by anticipated construction contract sets. The deliverables will include the Response to Geometric Approval Drawings (GAD) submittal comments and GAD to the following (2 hard copies and 1 electronic file of each below deliverable):

- Caltrans Roadway 35% Plans Preparation (1"=50')
 - Title
 - Typical Sections
 - Key Map and Control
 - Project Control
 - Construction Details
 - Contour Grading
 - Utility Disposition
 - Stage Construction
 - Signage and Striping
 - Layout Sheets
 - Phasing Plan
 - Plan/Profile and Superelevation Sheets
 - Select Standard Plans
 - Sound Wall
 - Ramp Metering
 - Lighting
 - Quantities
 - Roadway Cross Sections
- Permits (NPDES)
- Design Survey
- City of Los Angeles (85% Plans)
 - Title Sheet

- Typical Sections
- Key Map and Control
- Construction Details
- Plan/Profile - Street Improvement Layout (1"=20')
- Temporary Water Pollution Control
- Utility Disposition
- Stage Construction and Traffic Handling
- Signage and Striping
- Street Lighting
- Temporary Signal Plans
- Roadway Cross Sections
- Harbor Department – Inspection Facility and Port Police K9 Training Facility (35% Plans)
 - Title Sheet
 - Key Map and Control
 - Milestone Calendar and Contractor Laydown Area
 - Site Plan (1"=20')
 - Construction Details
 - Erosion Control Plan
 - Utility Disposition and Details
 - Striping and Signage
- Harbor Department Conceptual Plans
- Value Analysis Memorandum
- Life Cycle Cost Analysis Report
- Utility Coordination
- Hydrology and Hydraulic Report
- Storm Water Data Report
- Approved Supplemental Fact Sheets
- QC Review Comments for Harbor Department Staff 35% Plan Sheets

Task 4. Sixty-Five Percent Design Documents (65% Construction Plans)

- A. Upon issuance of written Notice(s) to Proceed from the Engineer, proceed with 65% design of Project. This procedure is the same for the Final design.
- B. Preparation of Contract Documents in sufficient detail to provide the information necessary for competitive construction contract bidding for Project.
- C. Permits and Approvals:
 1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for the project other than those that are required to be obtained by Contractor(s). These applications shall be submitted to the Engineer for review and approval prior to filing with appropriate agencies.
 2. Permits/approvals for this project include, but are not limited to, the following:
 - a. Caltrans Encroachment Permit (District 7 and Headquarters)
 - b. Los Angeles Department of Public Works (B-Permit)
 - c. Los Angeles Fire Department
 - d. Los Angeles Department of Building and Safety

- e. Regional Water Quality Control Board permit
 - f. County of Los Angeles Health Department
 - g. Los Angeles Department of Water and Power
 - h. Coastal Development Permit
 - i. Los Angeles Department of Transportation
 - j. Los Angeles Bureau of Street Lighting
 - k. Los Angeles Bureau of Sanitation
 - l. Los Angeles Bureau of Street Services
3. Changes in the Contract Documents including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.
 4. Consultant shall determine and obtain any other permits required by the local, state, and federal agencies for project.
- D. Sixty-Five Percent Submittal:
1. When contract documents are 65%, provide necessary number of copies and one reproducible set of the 65% drawings, specification, updated project cost estimate, structural calculations, and other documents to the City and Caltrans for review and comment.
 2. Consultant shall submit the 65% Contract Documents to the City and Caltrans for plan check approval, and shall make all plan check corrections necessary to obtain all required permits.
- E. Prepare specification in conformance with latest Caltrans specifications and special provisions. For items of work outside the state jurisdiction, the specifications will be developed in accordance to the "Green Book" standard specifications for public works construction, or as modified by the Harbor Department for their standard practice.

Consultant shall use the most current Caltrans Standard Specifications for the project. The Special Provisions that pertain specifically to this project shall be developed in accordance with the Caltrans Plans, Specification, and Estimate Guide.

- F. Quantities for all contract items, including cost lump sum items, will be substantiated by calculations. Quantity calculations shall be neat and orderly, and they shall show all sketches, diagrams, and dimensions necessary to allow them to be independently used by the field engineers. All quantities shall be independently checked and substantiated with independent calculations.
- G. Consultant shall provide technical training for the following: Caltrans Electrical Design, Caltrans Standard Retaining Wall Design, Caltrans and City of Los Angeles Drainage Design.

Deliverable(s): A draft version of the following, grouped by contract set, shall be provided to the Harbor Department at the end of this design phase (2 hard copies and 1 electronic file of each below deliverable):

- Respond to 35% Submittal Comments
- Caltrans Roadway 65% Plans Preparation (1"=50')
 - Title

- Typical Sections
- Key Map and Control
- Project Control
- Construction Details
- Contour Grading
- Water Pollution Control
- Temporary Water Pollution Control
- Utility Disposition
- Stage Construction and Traffic Handling
- Signage and Striping
- Layout Sheets
- Phasing Plan
- Plan/Profile and Superelevation Sheets
- Select Standard Plans
- Sound Wall
- Temporary Lighting
- Lighting
- Quantities
- Roadway Cross Section
- Specifications
 - Consultant shall use the most current Caltrans Standard Specifications for the project. The Special Provisions that pertain specifically to this project shall be developed in accordance with the Caltrans Plans, Specification, and Estimate Guide. Consultant shall also use the most current City of Los Angeles specifications for project plans corresponding to City of Los Angeles Departments.
- Quantities
 - Quantities for all contract items, including cost lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly, and they shall show all sketches, diagrams, and dimensions necessary to allow independent use by the field engineers. All quantities shall be independently checked and substantiated with independent calculations.
- Roadway Preliminary Quantity and Cost Estimate
- Special Provisions and Technical Specification
- Independent Check
- City of Los Angeles 95% Plans
- Harbor Department 65% Plans
- Utility Potholing
- Utility Coordination
- Utility Plans
- Railroad Coordination
- QC Review Comments for Harbor Department Staff 65% Plan Sheets

Task 5. Final Design Documents (95% Construction Plans)

- A. Upon issuance of written Notice(s) to Proceed from the Engineer, or written provisional notice to proceed with individual elements, Consultant shall prepare the Final Design submittal and respond to and incorporate all comments received from the City and Caltrans.
- B. When Contract Documents are 95% complete, Consultant shall submit necessary prints and one reproducible set of design drawings, specifications, estimates, calculations, or

other documents to the City and Caltrans for review and comments.

- C. Contract Documents shall be stamped and signed by an engineer and/or architect appropriately licensed to practice in the State of California.
- D. Consultant shall submit all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the project.
- E. Consultant shall submit a detailed estimate of the cost based on the bid items and provide a Class "A" estimate.
- F. Consultant shall submit a proposed construction schedule in sufficient detail for use by the Engineer in evaluating the adequacy of the Contractor's scheduling submittal.

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

- Respond to 65% Submittal Comments
- Prepare and Submit 95% Caltrans PS&E
- Prepare and Submit 100% City of Los Angeles PS&E
- Prepare and Submit 95% Harbor Department PS&E
- Task 4 Deliverables to 95% design

Task 6. Signature Submittal

- A. Following review and incorporation of final design comments of the Engineer, original Contract Documents, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by the Engineer.
- B. The original drawings and two full-size prints, drawing electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.
- C. Submit to the Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the project.

Deliverable(s): Signature Drawings – Caltrans, City of Los Angeles, Harbor Department
Unbound Original Specifications
Final Cost Estimate
Final Schedule
Final Quantities and Calculations
2 hard-copies and 1 electronic file of each above deliverable

Task 7. Bidding Phase

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

- Assistance with future potential bidders
- Attendance at pre-bid meetings
- Reviewing and providing responses to bidder inquiries
- Preparing and issuing addendums as needed

- Assistance in reviewing bids

Task 8. Design Services During Construction

Consultant shall provide the following services in support of the City on-site construction management efforts:

A. Office Engineering

1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the project contractor for compliance with permits and contract documents.
2. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the City.
3. Address requests for information ("RFI's") from the project contractor and project inspectors.
4. Prepare record (as-built) drawings on original contract documents as per the data supplied by the project contractor via the City's construction manager.

B. Field Engineering

1. Make periodic visits to the site to observe the work in progress and provide appropriate reports including attendance at selected weekly progress meetings.
2. Observe and report to the City on any performance test required by the contract documents.
3. Attend final inspections of project's completed construction contracts.

C. Structural Observation

Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.

This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.

Deliverable(s): Responses to Request for Information (RFI)
Field Reports and "Punch Lists"
Reviewed Shop Drawings and Submittals
As-Built Drawings
2 hard-copies and 1 electronic file of each above deliverable

Task 9. As Needed Engineering Services

Provide as-needed engineering services including, but not limited to, technical studies, analysis, conceptual-final designs, professional training, and other engineering services as directed by the Chief Harbor Engineer.

EXHIBIT C

Form of Directive

Date

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

Attn: (Project Manager)

SUBJECT: DIRECTIVE NO. ____
PROJECT TITLE _____
AGREEMENT NO. _____

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

<u>Task</u>	<u>Services</u>	<u>Authorized Amount</u>
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 Center No. _____
LAHD Account No. _____

LAHD Job No. _____
LAHD Program No. _____

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

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

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

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

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

Sincerely,

Dave Walsh
Chief Harbor Engineer
Engineering Division

ACCEPTED:

APPROVED:

(Consultant Name)
Consultant

ANTONIO V. GIOIELLO
Deputy Executive Director

Date: _____

Date: _____

Exhibit "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. _____

**EXHIBIT E
SCHEDULE**

SR-47 Front St/Harbor Blvd Interchange Reconfiguration

ID	Task Name	Duration	M-1	M2	M4	M6	M8	M10	M12	M14	M16	M18	M20	M22	M24	M26	M28	M30	M32	M34	M36	N	
1	Task 1.0 Project Management and Coordination	783 days																					
4	Task 2.0 Collect Existing Data and Field Investigations	450 days																					
26	Task 3.0 Preliminary Design (35% Construction Plan)	210 days																					
39	Task 4.0 65% Design Documents (65% Construction Plans)	90 days																					
46	Task 5.0 95% Design Documents (95% Construction Plans)	90 days																					
53	Task 6.0 Signature Submittal	55 days																					
59	Task 7.0 Bidding Phase	100 days																					
65	Task 8.0 Design Services During Construction	320 days																					
66	Task 9.0 As Needed Engineering Services	783 days																					

EXHIBIT F METHOD OF COMPENSATION

Port of Los Angeles

#	TASK	COST
1.0	Project Management and Coordination (Lump Sum)	\$ 0
2.0	Collect Existing Data and Field Investigations (Lump Sum)	\$ 807,239
3.0	Preliminary Design (35% Construction Plans) (Lump Sum)	\$ 430,924
4.0	Sixty-Five Percent Design Documents (65% Construction Plans) (Lump Sum)	\$ 625,942
5.0	Final Design Documents (95% Construction Plans) (Lump Sum)	\$ 417,880
6.0	Signature Submittal (Lump Sum)	\$ 182,245
7.0	Bidding Phase (Time and Materials)	\$ 60,556
8.0	Design Services During Construction (Time and Materials)	\$ 175,200
9.0	As Needed Engineering Services (Time and Materials)	\$ 300,000
	TOTAL	\$ 2,999,986

**EXHIBIT G
RATES**

Mark Thomas Applied Rates		
Labor Classification	Abbrev	Rate
Project Manager/ QAQC Manager	PM/QAQCM	\$250
Senior Structures	SS	\$240
LAUD Division Manager	LAUD DM	\$192
Survey Manager	SM	\$190
Deputy Project Manager	DPM	\$177
Senior Project Surveyor	SPS	\$175
Senior Project Engineer (Structures)	SPES	\$160
LAUD Project Manager	LAUD PM	\$155
Project Engineer	PE	\$133
Design Engineer II	DE II	\$116
Senior Technician	ST	\$112
Design Engineer I (Structures)	DES II	\$105
Survey Technician	ST	\$100
Project Landscape Architect	PLA	\$99
Design Engineer I	DE I	\$93
Project Coordinator	PC	\$89
Landscape Designer	LD	\$79
Intern	I	\$54
FPL Applied Rates		
Labor Classification	Abbrev	Rate
Project Manager	PM	\$234
Project Engineer	PE	\$204
Associate Engineer	AE	\$146
Engineer	E	\$111
Assistant Engineer	AE	\$95
JFA Applied Rates		
Labor Classification	Abbrev	Rate
3 Person Field Crew	3FC	\$365
2 Person Field Crew	2FC	\$275
Licensed Surveyor	LS	\$185
Senior Technician	ST	\$137
Technical/CAD Operator	T/CO	\$125
AirX Applied Rates		
Labor Classification	Abbrev	Rate
Potholing Crew (2)	PC	\$290
Utility Locator Crew (2)	ULC	\$210
Traffic Control Plan Specialist	TCPS	\$134
Project Manager	PM	\$100
USA Mark-Out (Locator)	USAL	\$95
Report Drafter/Admin/Permit Processor	RD/A/PP	\$80
NMG Geotechnical Applied Rates		
Labor Classification	Abbrev	Rate
Principal Engineer	PE	\$170
Project Manager	PM	\$140
Senior Staff	SS	\$110
CAD Drafter	CD	\$92
Word Processor	WP	\$74

**Company Name & Logo
Address**

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

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

Project Title:
Agreement No.:
Directive No.:

Consultant Contact:
Telephone:

Task No.	Description	Fee Type	Contract Amount	Authorized Amount	% Comp	Amount Paid to Date	Prior Invoices	Current Invoice	Remaining Balance
1			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
2			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
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	Contract 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 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 <http://finance.lacity.org/business-tax-information-faq> to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

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

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

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

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **541330**. 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 \$15 million.

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

cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

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

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

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

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

The Harbor Department defines a LBE as:

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

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

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

AFFIDAVIT OF COMPANY STATUS

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

Mark Thomas & Company, 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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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

SBE VSBE MBE WBE DVBE OBE

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

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

Only one box must be checked:

LBE Non-LBE

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

Signature:  _____

Printed Name: Rob Himes, PE _____

Title: President _____

Date Signed: July 18, 2018 _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Caltrans PS&E for SR 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration

Business Name: Mark Thomas & Company, Inc. LABAVN ID#: 34046

Award Total: \$ \$2,567,106

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

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

Primary NAICS Code: 54133

Address: 16795 Von Karman Avenue, Suite 240

City/State/Zip: Irvine, CA 92606

County: Orange

Telephone: (949) 477-9000 FAX: (949) 477-4102

Contact Person/Title: Rob Himes, PE, President

Email Address: rhimes@markthomas.com

SUBCONSULTANT:

Business Name: AirX Utility Surveyors, Inc. LABAVN ID#: 34046

Award Total: (% or \$): 4.4%

Services to be provided: Utility Potholing

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

Local Business Enterprise: YES _____ NO (Check only one) Company is owned by 60% women and 40% men

Primary NAICS Code: 561990

Address: 2534 E. El Norte Parkway, Suite C

City/State/Zip: Escondido, CA 92027

County: San Diego

Telephone: (760) 480-2347 FAX: (760) 738-8034

Contact Person/Title: Dawn Kanavy, Managing Director

Email Address: dkanavy@airxus.com

SUBCONSULTANT:

Business Name: FPL and Associates, Inc. LABAVN ID#: 34046

Award Total: (% or \$): 10.8%

Services to be provided: Signal Lighting/Electrical

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

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

Primary NAICS Code: 341330

Address: 30 Corporate Park, Suite 401, Irvine

City/State/Zip: Irvine, CA 92606

County: Orange

Telephone: (949) 252-1688 FAX: (949) 252-0088

Contact Person/Title: Fong-Ping Lee, President

Email address: fplee@fplandassociates.com

Consultant Description Form

SUBCONSULTANT:

Business Name: Johnson-Frank & Assoc., Inc. LABAVN ID#: 34046

Award Total: (% or \$): 5.9%

Services to be provided: Field Surveying

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

Local Business Enterprise: YES NO (Check only one)

Primary NAICS Code: 541370

Address: 5150 E. Hunter Ave.

City/State/Zip: Anaheim, CA 92807

County: Orange

Telephone: (714) 777-8877 FAX: (714) 777-1641

Contact Person/Title: Alan D. Frank, PLS, President

Email Address: AlanFrank@johnson-frank.com

SUBCONSULTANT:

Business Name: NMG Geotechnical, Inc. LABAVN ID#: 34046

Award Total: (% or \$): 4.1%

Services to be provided: Geotechnical

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

Local Business Enterprise: YES NO (Check only one) Others Owner's Ethnicity: Japanese, Caucasian
Others Owner's Gender: Male

Primary NAICS Code: 541380

Address: 17991 Fitch, Irvine

City/State/Zip: CA 92614

County: Orange

Telephone: (949) 442-2442 FAX: (949) 476-8322

Contact Person/Title: Hayim Ninyo, President

Email Address: hninyo@nmggeotech.com

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or \$): _____

Services to be provided: _____

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

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

Primary NAICS Code: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

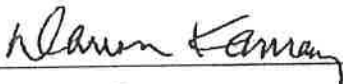
Email address: _____

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

Only one box must be checked:

LBE Non-LBE

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

Signature: 
Printed Name: Dawn Kanavy

Title: Managing Director
Date Signed: 7/12/18

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

FPL and Associates, 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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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

SBE VSBE MBE WBE DVBE OBE

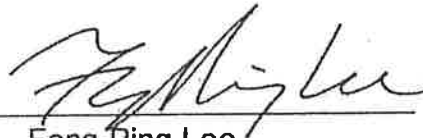
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Signature: 
Printed Name: Fong-Ping Lee

Title: President
Date Signed: July 12, 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

Johnson-Frank & Assoc., 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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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Only 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: 
Printed Name: Alan D. Frank, PLS

Title: President
Date Signed: July 14, 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

NMG Geotechnical, 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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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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 specially marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Hayim Ninyo

Title: President
Date Signed: July 17, 2018

B) INSURANCE VERIFICATION LETTER

DEALEY, RENTON & ASSOCIATES
Insurance Brokers



July 6, 2018

Offices in
Oakland CA
Pasadena CA
Santa Ana CA

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

dealeyrenton.com
800.545.3090

Re: Mark Thomas & Company, Inc.

To Whom it May Concern:

Our office is the insurance broker for Mark Thomas & Company, Inc. We have reviewed the insurance requirements in your contract and hereby submit the following statement with regard to the "Proposer's Stage" of this process.

Mark Thomas & Company, Inc. is able to provide the insurance coverage required by the Los Angeles Harbor Department. In addition, the insurance carriers for Mark Thomas & Company, Inc. are aware of the indemnification requirements contained in the contract.

Sincerely,

David C. Eckman
Executive Account Manager



July 6, 2018

Mark Thomas & Company, Inc.

2290 N. First Street, Ste. 304

San Jose, CA 95131

RE: Mark Thomas & Company, Inc.

Port of Los Angeles - Bid

To Whom It May Concern:

Asero Insurance Services is pleased to confirm that Mark Thomas & Company currently has in place and/or can comply with the with the requirements in Section 4.4 of the RFP.

If you should have any questions or need anything further, please let me know.

Lisa Koo, CRIS, Account Executive

A handwritten signature in black ink, appearing to be 'L. Koo', is written over a horizontal line.

(Signature)

200 N. Almaden Blvd., 3rd. Floor
San Jose, CA 95109-1960
Ph: 866.966.8928 * Fax: 408.271.1802
License # 0A91339

C) CITY ETHICS COMMISSION (CEC) FORMS 50 and 55

EXHIBIT G



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

**Bidder Certification
CEC Form 50**

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: 34046	Awarding Authority (Department): Port of Los Angeles	
Name of Bidder: Mark Thomas & Company	Phone: 949-247-3901	
Address: 16795 Von Karman Avenue Suite 240, Irvine, CA 92606		
Email: rhimes@markthomas.com		

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 a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. 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.

Date: 07/05/2018

Signature:

Name: Robert Himes

Title: President

Los Angeles Administrative Code 5 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 28 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code 5 10.37.1

- (l) "Public lease or license".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: Robert Himes Title: President
 Address: 16795 Von Karman Avenue Suite 240, Irvine, CA 92606 (949) 477-9000

Name: Robert Matt Brogan Title: Vice President/Principal
 Address: 701 University Avenue Suite 200, Sacramento, CA 95825 (916) 381-9100

Name: Sasha Dansky Title: Vice President/Principal
 Address: 3000 Oak Road Suite 650, Walnut Creek, CA 94597 (925) 938-0383

Name: Shawn O'Keefe Title: Vice President/Principal
 Address: 2290 North First Street Suite 304, San Jose, CA 95131 (408) 453-5373

Name: Richard Tanaka Title: Principal
 Address: 2290 North First Street Suite 304, San Jose, CA 95131 (408) 453-5373

Name: Zachary Siviglia Title: Vice President/Principal
 Address: 701 University Avenue Suite 200, Sacramento, CA 95825 (916) 381-9100

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1968
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: AirX Utility Surveyors, Inc.
 Address: 2534 E. El Norte Parkway, Suite C, Escondido, CA 92027

Check one of the following

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached

Name: Gail McMorran Title: President / CEO
 Address: 2534 E. El Norte Pkwy, Ste C, Escondido, CA 92027

Name: Stephen Tueting Title: VP Field Operations
 Address: 2534 E. El Norte Pkwy, Ste C, Escondido, CA 92027

Name: Janet McElroy Title: CFO
 Address: 2534 E. El Norte Pkwy, Ste C, Escondido, CA 92027

Name: Ivan Fox Title: COO
 Address: 2534 E. El Norte Pkwy, Ste C, Escondido, CA 92027

Name: Tiffany Vinci Title: Vice President
 Address: 2534 E. El Norte Pkwy, Ste C, Escondido, CA 92027

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: FPL and Associates, Inc.
 Address: 30 Corporate Park, Suite 401, Irvine, CA 92606

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: Fong-Ping Lee Title: President
 Address: 30 Corporate Park, Suite 401, Irvine, CA 92606

Name: Irene Lee Title: Secretary, Board of Directors
 Address: 30 Corporate Park, Suite 401, Irvine, CA 92606

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1950
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: Johnson-Frank & Assoc., Inc.
 Address: 5150 E. Hunter Ave., Anaheim, CA 92807

Check one of the following

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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

Check this box if additional Schedule B pages are attached

Name: Alan D. Frank, PLS Title: President
 Address: 813 Brooklyn Ave., Placentia, CA 92870

Name: Roger A. Frank Title: Vice President
 Address: 424 Choctaw Place, Placentia, CA 92870

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: NMG Geotechnical, Inc.
 Address: 17991 Fitch, Irvine, CA 92614

Check one of the following

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached

Name: Hayim Ninyo Title: President
 Address: 17991 Fitch, Irvine, CA 92614

Name: Ted Miyake Title: Vice President/Treasurer
 Address: 17991 Fitch, Irvine, CA 92614

Name: William Goodman Title: Vice President/Secretary
 Address: 17991 Fitch, Irvine, CA 92614

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

D) IRAN CONTRACTING ACT OF 2010

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

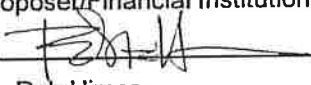
California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): Mark Thomas & Company Inc.

Signed by:  (Authorized Signature)

Rob Himes (Printed Name)

President (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

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Name of Proposer/Financial Institution (Printed): AirX Utility Surveyors, Inc.

Signed by:  (Authorized Signature)

Dawn Kanavy (Printed Name)

Managing Director (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

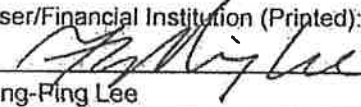
The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): FPL and Associates, Inc.
Signed by:  (Authorized Signature)
Fong-Ping Lee (Printed Name)
President (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____
Signed by: _____ (Authorized Signature)
_____ (Printed Name)
_____ (Title of Person Signing)

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

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To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): Johnson-Frank & Assoc., Inc.

Signed by:  (Authorized Signature)

Alan D. Frank, PLS (Printed Name)

President (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who "engages in investment activities in Iran" is defined as either:

- A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a proposal for a new contract or for the renewal of an existing contract, he or she is **not** identified on the DGS list of ineligible businesses or persons and that the proposer is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the proposer shall complete and sign ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer or financial institution identified below, and that the proposer or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Name of Proposer/Financial Institution (Printed): NMG Geotechnical, Inc.

Signed by:  (Authorized Signature)

Hayim Ninyo (Printed Name)

President (Title of Person Signing)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into, or renew, a contract for services. If the proposer or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Name of Proposer/Financial Institution (Printed): _____

Signed by: _____ (Authorized Signature)

_____ (Printed Name)

_____ (Title of Person Signing)

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.