



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

Karen Bass

Mayor, City of Los Angeles

Board of Harbor
Commissioners

Lucille Roybal-Allard
President

Diane L. Middleton
Vice President

Michael Muñoz
Commissioner

Edward R. Renwick
Commissioner

I. Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

April 16, 2024

Wabtec Legal Dept.
30 Isabella Street
Pittsburgh, PA 15212

ATTN: Amanda R. Gerstnecker

SUBJECT: RESOLUTION NO. 23-10195: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC

At its meeting held April 2, 2024, the Los Angeles City Council approved Resolution No. 23-10195, regarding the above subject agreement.

Enclosed for your files, is one (1) fully executed original of Agreement No. 23-3425-F with Wabtec Transportation Systems. LLC.

Please feel free to contact me at (310) 732-2642 if I may be helpful.

Best Regards,

AMKlesges

AMBER M. KLESGES
Commission Secretary

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6.7.23 SP

RECOMMENDATION APPROVED;
RESOLUTION 23-10195 ADOPTED AND;
AGREEMENT 23-3425-F APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS

June 7, 2023
AM KLESGES
AMBER M. KLESGES
Board Secretary



DATE: MAY 31, 2023

FROM: INFORMATION TECHNOLOGY

SUBJECT: RESOLUTION NO. 23-10195 - SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC

SUMMARY:

Staff requests approval of the Sixth Amendment to Amended and Restated Agreement No. 17-3425-A with Wabtec Transportation Systems, LLC (Wabtec) for the Port Optimizer project.

The Port Optimizer is a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed Sixth Amendment is to continue development and operation of the Port Optimizer, which will enable the City of Los Angeles Harbor Department (Harbor Department) and Wabtec to enhance the existing Track and Trace and Control Tower modules and implement three new modules. The proposed Sixth Amendment will revise some terms of the agreement for the purpose of clarity, increase the not-to-exceed compensation by \$6,500,000 for a total agreement amount of \$34,600,420, and does not change the term which will conclude on November 3, 2026.

Expenditures incurred under Agreement No. 17-3425-A are the financial responsibility of the Harbor Department.

RECOMMENDATION:

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

1. Find that the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines;
2. Find that, in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees;

DATE: MAY 31, 2023

PAGE 2 OF 7

SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC

3. Approve the proposed Sixth Amendment to Amended and Restated Agreement No. 17-3425-A to increase the not-to-exceed compensation by \$6,500,000 for a total agreement amount of \$34,600,420 in order to continue to develop, operate and support the Port Optimizer;
4. Direct the Board Secretary to transmit said Agreement to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code;
5. Authorize the Executive Director to execute and the Board Secretary to attest to the said Agreement for and on behalf of the Board upon approval by City Council; and
6. Adopt Resolution No. 23 - 10195.

DISCUSSION:

Background and Context – At its meeting on November 3, 2016, the Board approved Agreement No. 16-3425 with General Electric Company (GE), through its GE Transportation Division, to develop a pilot for a first-of-its-kind, common user Portal. The recommendation to award Agreement No. 16-3425 to GE was based on a competitive selection process performed by the Harbor Department.

In collaboration with the pilot project participants, the Portal was developed to receive and provide supply chain information through a common user interface with secure, channeled access by user type. The pilot project participants included the United States Customs and Border Protection, the Port of Los Angeles' largest terminal operator (APM Terminal), the world's largest and second largest shipping lines (Maersk and Mediterranean Shipping Company, respectively), along with a variety of beneficial cargo owners (BCOs), trucking companies, and chassis providers. The Portal went live with a limited launch on April 17, 2017, and a full launch for all pilot project participants occurred on May 17, 2017. Agreement No. 16-3425 was for a term of one year and a not-to-exceed amount of \$1,319,050.

At its meeting on August 17, 2017, the Board approved the Amended and Restated Agreement No. 16-3425 to expand the Portal, now called the Port Optimizer. The Agreement number was changed from 16-3425 to 17-3425-A. The expansion included the addition of nine more terminals, eighteen more shipping lines, additional enhancements and continued hosting and support. Agreement No. 17-3425-A added two more years for a term of three years and increased the not-to-exceed amount by \$11,781,370 for a total not-to-exceed amount of \$13,100,420.

At its meeting on November 15, 2018, the Board approved an Assignment and Assumption Agreement of Agreement No. 17-3425-A from GE to GE Transportation Parts, LLC. This was due to an internal reorganization within GE as part of its

DATE: MAY 31, 2023

PAGE 3 OF 7

SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC

combining of its GE Transportation business operations with Westinghouse Air Brake Technologies Corporation. The Agreement's term and not-to-exceed amount remained unchanged.

At its meeting on March 21, 2019, the Board approved the First Amendment to Amended and Restated Agreement No. 17-3425-A. The First Amendment extended the Agreement by three additional years, to a total term of six years, and increased the not-to-exceed compensation amount by \$3,000,000, to a total not-to-exceed compensation amount of \$16,100,420.

At its meeting on October 8, 2019, the Board approved the Second Amendment to Amended and Restated Agreement No. 17-3425-A. The Second Amendment reallocated funding from previously approved items to new items that were needed for the Port Optimizer. The Second Amendment also delegated authority to the Executive Director to approve future change requests which do not increase the total not-to-exceed compensation amount or the term of the Agreement. The Second Amendment did not change the not-to-exceed compensation or term of the Agreement.

Pursuant to the authority approved under the Second Amendment, a Third Amendment to Amended and Restated Agreement No. 17-3425-A was approved by the Executive Director. The Third Amendment created a new deliverable for a Purchase Order Tracking pilot and reduced the quantities of the existing deliverables for Shipping Line Acquisition and Implementation. The Third Amendment did not change the not-to-exceed compensation or term of the Agreement.

At its meeting on December 17, 2020, the Board approved the Fourth Amendment to Amended and Restated Agreement No. 17-3425-A. The Fourth Amendment increased the Agreement's not-to-exceed compensation amount by \$6,500,000, for a new total not-to-exceed compensation amount of \$22,600,420, and extended the term by four additional years, for a new term of ten years. This amendment also changed the consultant's name to Wabtec Transportation Systems, LLC (Wabtec) due to the consultant's legal name change after GE Transportation Parts, LLC was acquired by Wabtec.

At its meeting on February 23, 2023, the Board approved the Fifth Amendment to Amended and Restated Agreement No. 17-3425-A. The Fifth Amendment increased the Agreement's not-to-exceed compensation amount by \$5,500,000 for a total not-to-exceed compensation agreement amount of \$28,100,420 for the continued development and operation of the Port Optimizer, including the build out of the Gateway Project module. The cost of the Gateway Project module was partially offset by an Advanced Transportation Congestion Management Technologies Development (ATCMTD) grant which was funded through the U.S. Department of Transportation Federal Highway Administration (FHWA). Acceptance of this grant award, in the amount of \$3,000,000, as well as approval of a cooperative agreement between the

DATE: MAY 31, 2023

PAGE 4 OF 7

SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT
NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC

Harbor Department and FHWA was approved by the Board under a separate board action in the same meeting.

Proposed Sixth Amendment – The proposed Sixth Amendment (Transmittal 1) requests additional funding for the continued development and operation of the Port Optimizer to enhance the Track and Trace and Control Tower modules and to implement three new modules within the application - Universal Appointment System (Phase 1), Export Visibility (Phase 1) and Warehouse Capacity Visibility (Phase 1). These new modules will be designed to improve the visibility and cargo flow through the Port of Los Angeles (Port) by increasing usage of available appointment slots, providing better visibility of export cargo from inland origin points and better visibility into warehouse capacity within the region. These new modules will be developed through a phased approach that allows for development of initial core functionality and the ability to address shifting community needs and outcome goals as defined by the Port. The proposed Sixth Amendment will increase the Agreement's not-to-exceed compensation amount by \$6,500,000 for a total not-to-exceed compensation agreement amount of \$34,600,420.

The additional work proposed under the Sixth Amendment, as shown in the revised Exhibit A-1, includes the following:

Control Tower Enhancements. The Control Tower module will be enhanced with updates through dashboards displaying cargo trends at the Port, including dwell, turn-times, velocity, and capacity. The enhancements will include the Incentive Program maintenance dashboard with detailed information of dual and single transactions, average turn times, monthly percentage of duals, and Incentive program Twenty-Foot Equivalent Unit (TEU) counts for all POLA terminals, updated monthly. Other sections include trends and charts including, but not limited to, Single/Dual Transactions, Truck/Rail Gate movement charts, rolling average trends for "on-terminal" containers, including loaded, empty, and exports.

Universal Appointment System (Phase 1). Implements an appointment system connecting six to nine terminals at the San Pedro Bay that would allow trucking companies to add, delete, or change appointments through a single user interface within the Track and Trace application and will allow the ability to view open slots across all terminals and make selections through a graphical user interface. This appointment system will provide fully integrated connectivity with existing terminal appointment systems and the ability to view full appointment schedules at a glance with direct integration into Port Optimizer Track and Trace. Real-time appointment Key Performance Indicators (KPIs) per customer and per terminal will be available based on usage. This will enable increased utilization of available appointment slots across the Port, improved scheduling for the trucking community to enable better planning of import/export movements between different terminals, increased facilitation of dual transactions within the port,

DATE: MAY 31, 2023

PAGE 5 OF 7

SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT
NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC

fewer missed/cancelled appointments and better appointment metrics for the Port allowing for more targeted solutions in the future. Phase 1 of this project will account for 40% of the complete project and will include the core appointment scheduling functionality and user interface design and implementation.

Export Module (Phase 1). Improves monitoring of export cargo including updated Earliest Return Dates into the Port of Los Angeles utilizing carrier/CBP manifest data, rail data, and truck data. This visibility will be provided in both Track and Trace and Control Tower through new Export data modules giving exporters and stakeholders data and visibility in one easy to use interface that they don't have today. This additional module adds to the Port's current import data metrics and analytics giving it a more complete picture and holistic view of the Port and its supply chain. Phase 1 of this project will account for 30% of the complete project and will focus on acquisition and integration of data into the Port Optimizer Data Foundation, and initial testing and quality assurance.

Warehouse Capacity Visibility (Phase 1). Provides additional insights to the platform giving stakeholders further visibility across the Port's eco-system. Adding visibility of warehouse capacities in Southern California to the Control Tower's existing platform allows stakeholders to see the bigger picture of the supply chain, and the ability to plan and respond to dynamic conditions. These new dashboards within the Port Optimizer Control Tower will use real-time data integration with existing warehouse management systems and can include the ability to search by region through geo-mapping. Phase 1 of this project will account for 25% of the complete project and will include project discovery with required stakeholders, and initial data acquisition and integration within the Port Optimizer Data Foundation.

These new modules not only increase the already unprecedented levels of cargo visibility within the Port community, but the addition of a Universal Appointment System expands the product to allow for operational improvements which will help to continue optimizing cargo movements, resulting in better utilization of available appointment capacity, reduction in truck congestion, and lowering of truck emissions.

The proposed Sixth Amendment also updates certain terms to clarify invoicing requirements and the scope of the Data Protection Plan.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of the Sixth Amendment with Wabtec to continue development and operation of the Port Optimizer Project and increase the agreement amount, which is an administrative activity and an activity involving basic data collection and research. Therefore, the Director of Environmental Management has determined that the proposed action is administratively and categorically exempt from the

DATE: MAY 31, 2023

PAGE 6 OF 7

**SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT
NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC**

requirements of CEQA in accordance with Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Sixth Amendment will increase the not-to-exceed compensation amount by an additional \$6,500,000 for a total not-to-exceed amount of \$34,600,420 with spending anticipated to occur as follows:

Fiscal Year (FY)	Original 16-3425	Amended 17-3425-A	1st Amendment	4th Amendment	5th Amendment	6th Amendment	Total
2016/17	\$1,031,050						\$1,031,050
2017/18	\$288,000	\$2,313,265					\$2,601,265
2018/19		\$6,600,000					\$6,600,000
2019/20		\$2,868,105	\$825,000				\$3,693,105
2020/21			\$900,000	\$250,000			\$1,150,000
2021/22			\$900,000	\$200,000			\$1,100,000
2022/23			\$375,000	\$1,050,000			\$1,425,000
2023/24				\$1,450,000	\$2,000,000	\$6,500,000	\$9,950,000
2024/25				\$1,450,000	\$2,000,000		\$3,450,000
2025/26				\$1,450,000	\$1,500,000		\$2,950,000
2026/27				\$650,000			\$650,000
Total	\$1,319,050	\$11,781,370	\$3,000,000	\$6,500,000	\$6,500,000	\$6,500,000	\$34,600,420

The actual expenditures may differ from the estimated amounts in any given fiscal year presented in the table above. However, the total aggregate amount will not exceed \$34,600,420.

Fiscal Year 2023/24 funding in the amount of \$6,500,000 has been included in the proposed budget within the Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000, pending Board approval.

A Termination for Non-Appropriation of Funds Clause (also known as a Funding Out Clause) is included in the Agreement.

CITY ATTORNEY:

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

DATE: MAY 31, 2023

PAGE 7 OF 7

SUBJECT: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT
NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC

TRANSMITTAL:

1. Sixth Amendment to Amended and Restated Agreement No. 17-3425-A

FIS Approval: *MB*
CA Approval: *[Signature]*

Sheeba Varughese

Sheeba Varughese
dc=poli, dc=iahd, ou=HQ,
ou=ITD, ou=USERS, ou=EMP,
cn=Sheeba Varughese,
email=SVarughese@oomla.or
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SHEEBA VARUGHESE
Chief Information Officer

[Signature]
Digitally signed by
Thomas E. Gazzi
Date: 2023.05.31
10:56:05 -07'00'

THOMAS E. GAZZI
Chief of Public Safety and
Emergency Management

APPROVED:

Mark Bleavin
FOR

EUGENE D. SEROKA
Executive Director

ES:TG:SV

HOLLY L. WOLCOTT
CITY CLERK

PETTY F. SANTOS
EXECUTIVE OFFICER

City of Los Angeles
CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF THE
CITY CLERK

Council and Public Services Division
200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213)978-1040

PATRICE Y. LATTIMORE
DIVISION MANAGER

CLERK.LACITY.ORG

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

Council File No.: 19-0468
Council Meeting Date: April 2, 2024
Agenda Item No.: 32
Agenda Description: ADMINISTRATIVE AND CATEGORICAL EXEMPTION and TRADE, TRAVEL AND TOURISM COMMITTEE REPORT relative to a proposed Sixth Amendment to Amended and Restated Agreement No. 17-3425-A between the Port of Los Angeles (POLA) and Wabtec Transportation Systems, LLC to enhance the existing Track and Trace and Control Tower modules and implement three new modules for the Port Optimizer Project.

Council Action: TRADE, TRAVEL AND TOURISM COMMITTEE REPORT - ADOPTED

Council Vote:

ABSENT	Blumenfield	ABSENT	de León	YES	Harris-Dawson
YES	Hernandez	YES	Hutt	YES	Krekorian
YES	Lee	YES	McOsker	YES	Padilla
YES	Park	ABSENT	Price Jr.	YES	Raman
YES	Rodríguez	YES	Soto-Martínez	ABSENT	Yaroslavsky

HOLLY L. WOLCOTT
CITY CLERK

Adopted Report(s) Title
Report from Trade, Travel and Tourism Committee dated 3-19-2024



Karen Bass

Mayor, City of Los Angeles

Board of Harbor Commissioners

Lucille Roybal-Allard President

Diane L. Middleton Vice President

Michael Muñoz Commissioner

Edward R. Renwick Commissioner

I. Lee Williams Commissioner

Eugene D. Seroka

Executive Director

March 5, 2024

Honorable Members of the City Council of the City of Los Angeles

CD No. 15

Attention: Mr. Andrew Suh, City Clerk's Office

Subject: RESOLUTION NO. 23-10195: SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC

Pursuant to Section 373 of the City Charter and Section 10.5 of the Los Angeles Administrative Code; enclosed for your approval is Resolution No. 23-10195 for the proposed Sixth Amendment is to continue development and operation of the Port Optimizer, which will enable the City of Los Angeles Harbor Department (Harbor Department) and Wabtec to enhance the existing Track and Trace and Control Tower modules and implement three new modules. The proposed Sixth Amendment will revise some terms of the agreement for the purpose of clarity, increase the not-to-exceed compensation by \$6,500,000 for a total agreement amount of \$34,600,420, and does not change the term which will conclude on November 3, 2026.

Expenditures incurred under Agreement No. 17-3425-A are the financial responsibility of the Harbor Department. There is no impact to the General Fund.

RECOMMENDATION FOR CITY COUNCIL:

- 1. ADOPT the determination by the Board of Harbor Commissioners that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines and;
2. APPROVE POLA Resolution No. 23-10195 for the proposed Sixth Amendment to Amended and Restated Agreement No. 17-3425-A to increase the not-to-exceed compensation by \$6,500,000 for a total agreement amount of \$34,600,420 in order to continue to develop, operate and support the Port Optimizer.

Respectfully Submitted,

[Handwritten signature of Amber M. Klesges]

AMBER M. KLESGES
Commission Secretary

cc: Trade, Travel & Tourism Committee
Councilwoman Park, Chair
Councilman McOsker
Councilman Soto-Martinez
Heleen Ramirez, Mayor's Office
Jacqueline Wagner, CAO
Sergio Carrillo, CD15

Erick Martell, Mayor's Office
Stephanie Magnien Rockwell, Harbor Representative
Jim House, CAO
Jennifer Sapone, CAO
Kevin Brunke, CD11
Tristan Noack, CLA
Anissa Raja, CD15

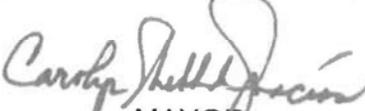
0150-11007-0007

TRANSMITTAL

TO Eugene D. Seroka, Executive Director Harbor Department	DATE 3/5/2024	COUNCIL FILE 19-0468 17-1060
FROM The Mayor		COUNCIL DISTRICT 15

**PROPOSED SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT
 NO. 17-3425-A BETWEEN THE HARBOR DEPARTMENT AND WABTEC
 TRANSPORTATION SYSTEMS, LLC. TO ENHANCE EXISTING TRACK AND TRACE
 AND CONTROL TOWER MODULES AND IMPLEMENT THREE NEW MODULES FOR
 THE PORT OPTIMIZER PROJECT**

Transmitted for further processing and Council consideration.
 See the City Administrative Officer report attached.


 MAYOR

Attachment

(Carolyn Webb de Macias for)

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

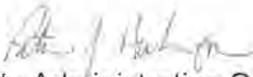
Date: July 14, 2023

CAO File No. 0150-11007-0007

Council File No. 19-0468, 17-1060

Council District: 15

To: The Mayor

From: 
Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Harbor Department dated June 7, 2023; referred by the Mayor for report on June 12, 2023

Subject: **PROPOSED SIXTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC TO ENHANCE EXISTING TRACK AND TRACE AND CONTROL TOWER MODULES AND IMPLEMENT THREE NEW MODULES FOR THE PORT OPTIMIZER PROJECT**

RECOMMENDATIONS

That the Mayor:

1. Approve Harbor Department (Port) Resolution No. 23-10195 authorizing approval of the Sixth Amendment to Amended and Restated Agreement No.17-3425-A with Wabtec Transportation Systems, LLC to increase the not-to-exceed compensation by \$6,500,000, from \$28,100,420 to \$34,600,420, to continue to develop, operate, and support the Port Optimizer Project with no change in the term;
2. Adopt the June 7, 2023 Board of Harbor Commissioners finding that the proposed action is administratively and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines; and
3. Return the Resolution documents to the Port for further processing, including Council consideration.

SUMMARY

On June 7, 2023, the Board of Harbor Commissioners (Board) adopted Resolution No. 23-10195 authorizing approval of the Sixth Amendment to Amended and Restated Agreement No.17-3425-A (Sixth Amendment) with Wabtec Transportation Systems, LLC (Wabtec) to increase the not-to-exceed compensation by \$6,500,000, from \$28,100,420 to \$34,600,420, to enhance the existing Port Optimizer Track and Trace and Control Tower modules and implement three new modules. The proposed Sixth Amendment will also revise some terms of the agreement for the purpose of clarity (Attachment 1). The 10-year Agreement term, through November 3, 2026, remains unchanged.

The proposed amendment has been approved as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council approval is required because the cumulative contract term exceeds three years. Our Office has reviewed the request and recommends approval.

BACKGROUND

At its meeting on November 3, 2016, the Board approved Agreement No. 16-3425 with General Electric Company (GE), through its GE Transportation Division, to develop a pilot for a first-of-its-kind, common user Portal. The recommendation to award Agreement No. 16-3425 to GE was based on a competitive selection process performed by the Harbor Department.

In collaboration with the pilot project participants, the Portal was developed to digitally receive and provide supply chain information from various sources through a common user interface with secure, channeled access by user type. The pilot project participants included the United States Customs and Border Protection, the Port of Los Angeles' largest terminal operator (APM), the world's largest and second largest shipping lines (Maersk and Mediterranean Shipping Company, respectively), along with a variety of beneficial cargo owners (BCOs), trucking companies, and chassis providers.

The Portal went live with a limited launch on April 17, 2017; a full launch for all pilot project participants occurred on May 17, 2017. The initial Agreement No. 16-3425 was for a term of one year and a not-to-exceed amount of \$1,319,050. The Board approved the Amended and Restated Agreement No. 17-3425-A on August 17, 2017 to expand the program beyond the pilot, which now includes 10 terminals, 20 shipping lines, and other supply chain providers. Additional amendments to the initial contract have increased the not-to-exceed Agreement amount to \$28,100,420 and a term of 10 years.

Attachment 2 to this report provides a history and timeline of the initial Agreement and previous amendments utilized to develop, expand, and support the Portal which is now known as the Port Optimizer.

Proposed Sixth Amendment – In proposing a Sixth Amendment, the Harbor Department indicates a need for additional funding for the enhancement of the existing Track and Trace and Control Tower modules and the implementation of three new modules. The Department further indicates that the Amendment also clarifies some terms used in the agreement. The proposed Sixth Amendment will increase the Agreement's not-to-exceed compensation amount by \$6,500,000 from \$28,100,420 to \$34,600,420.

The Harbor Department indicates that, along with the enhancement of the existing Port Optimizer Track and Trace and Control Tower modules, the proposed Sixth Amendment begins implementation of the following three new modules within the application: Universal Appointment System (Phase 1), Export Visibility (Phase 1), and Warehouse Capacity Visibility (Phase 1). These new modules will be designed to improve the visibility and cargo flow through the Port of Los Angeles by increasing usage of available appointment slots, providing better visibility of export cargo from inland origin points and better visibility into warehouse capacity within the region. These new modules will be developed through a phased approach that allows for development of initial core functionality and the ability to address shifting community needs and outcome goals as defined

by the Department. The Harbor Department states that scope definition for subsequent phases of these modules together with associated costs can only be determined after substantial completion of Phase 1 of each module.

The Harbor Department reports that the addition of these new modules not only increases the already unprecedented levels of cargo visibility within the Port Community, but the addition of a Universal Appointment System expands the product to allow for operational improvements which will help to continue optimizing cargo movements, resulting in better utilization of available appointments capacity, reduction of truck congestion, and lowering of truck emissions.

Attachment 3 provides a more detailed description of the scope of work to be performed by Wabtec under the Sixth Amendment.

CITY COMPLIANCE

Charter Section 1022 – On June 7, 2023, the Board of Harbor Commissioners adopted a finding that the enhancement of the existing Track and Trace and Control Tower modules and the implementation of three new modules can be more feasibly performed by outside contractors than City Employees.

The proposed Amendment has been approved as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council approval is required because the cumulative contract term exceeds three years.

California Environmental Quality Act (CEQA) – The proposed Sixth Amendment to the Amended and Restated Agreement with Wabtec to enhance the existing Track and Trace and Control Tower modules and implement three new modules is an administrative activity and an activity involving basic data collection and research. The Harbor Department's Director of Environmental Management has therefore determined that the proposed action is administratively and categorically exempt from the requirements of the CEQA in accordance with Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines.

FISCAL IMPACT STATEMENT

Approval of the proposed Sixth Amendment to the Amended and Restated Agreement No. 17-3425-A with Wabtec Transportation Systems, LLC will increase the not-to-exceed compensation amount by \$6,500,000 for a total not-to-exceed amount of \$34,600,420. 2023-24 funding of \$6,500,000 is available within the Harbor Revenue Fund, Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000. A termination for non-appropriation of funds clause is included in the Agreement. The recommendations in this report comply with the Port's Financial Policies. There is no impact on the City's General Fund.

Attachment 1 – June 7, 2023 Harbor Board report, Resolution 23-10195; Sixth Amendment to Agreement 17-3425-A

Attachment 2 – Chronology of Port Optimizer Contract

Attachment 3 – Description of work to be performed under the Sixth Amendment

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: June 7, 2023

TO: The Honorable Karen Bass, Mayor
City of Los Angeles

FROM: Amber M. Klesges, Commission Secretary 
Harbor Department / Mail Stop 260

SUBJECT: **CHARTER SECTION 373** – APPROVE THE SIXTH AMENDMENT TO
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH
WABTEC TRANSPORTATION SYSTEMS, LLC

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 23-10195 authorizing approval of Sixth Amendment to Amended and Restated Agreement No. 23-3425-F with Wabtec Transportation Systems, LLC; which was approved by the Board of Harbor Commissioners on June 7, 2023.

It is respectfully recommended for the City Administrative Office to review, report, and return to the Harbor Department for further processing to City Council for final consideration.

Please feel free to contact me for any inquiries regarding the transmitted documents at (310) 732-2642 or aklesges@portla.org

cc: Heleen Ramirez, Mayor's Office
David Ou, Mayor's Office
Erick Martell, Mayor's Office
Jacqueline Wagner, CAO Office
Sondra Fu, CAO Office
Stephanie Magnien, Harbor Representative
City Attorney

AK:EV

SIXTH AMENDMENT
TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A
BETWEEN THE CITY OF LOS ANGELES AND
WABTEC TRANSPORTATION SYSTEMS, LLC

THIS SIXTH AMENDMENT to the Amended and Restated Agreement No. 17-3425-A ("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 WABTEC TRANSPORTATION SYSTEMS, LLC ("Wabtec" or "Consultant") as follows:

1. Additional compensation in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) is added to the Agreement.

2. Section V. Compensation and Payment, Subsection B, is hereby removed and replaced in its entirety, as follows:

"B. The maximum amount payable under this Agreement, including reimbursable expenses (See Exhibit A-1 Sixth Amendment and Exhibit B), shall be Thirty-Four Million Six Hundred Thousand Four Hundred Twenty Dollars (\$34,600,420)."

3. Section III. EFFECTIVE DATE AND TERM OF AGREEMENT Subsection B.2 is amended to read:

"2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels, all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement. Upon any such termination, Consultant shall invoice, and City shall pay, for all services performed and costs incurred up through and including the date of termination."

2. "Exhibit A-1 Fifth Amendment" is removed in its entirety and replaced with "Exhibit A-1 Sixth Amendment" which is attached hereto and made a part hereof.

3. Exhibit H, Section 11, Definitions, the definition for "Data Protection Plan" is amended to read:

"Data Protection Plan" means Consultant's Product Cybersecurity Policy (WC-P-ENG-800, Revision 0) and Information Security Policy (WC-P-SC-001, Revision 1), as those policies may be updated by Consultant from time to time with copies of updated documents provided to City."

Except as amended herein, all remaining terms and conditions of Amended and Restated Agreement No. 17-3425-A shall remain in full force and effect.

Subject to the provisions of Charter Section 373, the effective date of this Amendment shall be the date of its execution by the Executive Director upon authorization

of the Board. Consultant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Amendment requires approval by City Council prior to becoming effective.

IN WITNESS THEREOF, the parties hereto have executed this Sixth Amendment to Amended and Restated Agreement No. 17-3425-A on the date to the left of their signatures.

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

Dated: 4/12/2024

By Michael DiBenedetto
for EUGENE D. SEROKA
Executive Director

Attest Amber M. Klesges
AMBER M. KLESGES
Board Secretary

WABTEC TRANSPORTATION
SYSTEMS, LLC

Dated: Jun 1, 2023

By: Alan Fisher
Alan Fisher (Jun 1, 2023 10:53 CDT)
ALAN FISHER
Group Vice President
Digital Electronics

Attest: Don Wagner
DON WAGNER
Vice President
Digital Sales

APPROVED AS TO FORM AND LEGALITY

June 1, 2023
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By Heather M. McCloskey
Heather M. McCloskey, Deputy

EXHIBIT A-1 (Sixth Amendment)

Statement of Work and Compensation

Base Items		Qty	Unit	Unit Price	Total Not-To-Exceed Amount
A1	TERMINAL Data Acquisition	5	Each	\$90,630.00	\$453,150.00
A2	TERMINAL Data Implementation	5	Each	\$211,470.50	\$1,057,352.50
A3	Export data functionality	6	Each	\$50,505.00	\$303,030.00
A4	API Implementations	6	Each	\$15,500.00	\$93,000.00
A5	SHIPPING LINE Data Acquisition	11	Each	\$83,077.67	\$913,854.37
A6	SHIPPING LINE Data Implementation	11	Each	\$193,847.92	\$2,132,327.12
A7	Enhanced data architecture to support the additional gov't data feeds available; and associated security requirements	1	Each	\$151,050.00	\$151,050.00
A8	Hosting, Managed Services, Support	24	Monthly	\$76,923.07	\$1,846,153.68
A9	Identified Enhancements (as per following pages)	1	Lot	\$367,200.00	\$367,200.00
A10	RAILROAD: Data Implementation	1	Each	\$151,050.00	\$151,050.00
A11	Contingency	TBD	TBD	TBD	\$2,618,748.00
A12	Pilot Drayage Application	1	Each	\$368,105.50	\$368,105.50
A13	Automatic Ingestion of Delivery Orders from Trucking Companies	1	Each	\$100,000.00	\$100,000.00
A14	Dangerous Goods Display Platform	1	Each	\$100,000.00	\$100,000.00
A15	Ports Volumes Reports Page	1	Each	\$100,000.00	\$100,000.00
A16	Hosting, Managed services and support, 11/4/2019-11/3/2022	36	Each	\$25,000.00	\$900,000.00
A17	Cyber Security enhancement platform monitoring and support, 11/4/2019-11/3/2022	36	Each	\$25,000.00	\$900,000.00
A18	Analytics platform monitoring and runtime	36	Each	\$25,000.00	\$900,000.00

A19	Empty Returns Enhancements	1	Each	\$100,000.00	\$100,000.00
A20	Port Authority KPI Dashboard	1	Each	\$418,651.18	\$418,651.18
A21	Container Life Cycle API Extensions	1	Each	\$100,000.00	\$100,000.00
A22	API Store for Connected Port	1	Each	\$153,846.14	\$153,846.14
A23	Purchase Order Tracking Pilot	1	Each	\$553,851.18	\$553,851.18
A24	Dual Transaction Incentive Program	1	Each	\$250,000.00	\$250,000.00
A25	Empty Availability Reporting	1	Each	\$50,000.00	\$50,000.00
A26	Long-Range Volume Forecasting	1	Each	\$50,000.00	\$50,000.00
A27	Extended Railroad Data Reporting	1	Each	\$50,000.00	\$50,000.00
A28	On-Boarding Advanced API Connectivity	1	Each	\$50,000.00	\$50,000.00
A29	Hosting, Managed Services, Support, 11/4/22 – 11/3/26	48	Monthly	\$50,000.00	\$2,400,000.00
A30	Analytics Platform, 11/4/22 – 11/3/26	48	Monthly	\$25,000.00	\$1,200,000.00
A31	Cyber Security Platform, 11/4/22 – 11/3/26	48	Monthly	\$25,000.00	\$1,200,000.00
A32	Contingency	TBD	TBD	TBD	\$1,250,000.00
A33	Gateway Project (FHWA Grant) – Year 1, See Exhibit I	TBD	TBD	TBD	\$2,000,000.00
A34	Gateway Project (FHWA Grant) – Year 2, See Exhibit I	TBD	TBD	TBD	\$2,000,000.00
A35	Gateway Project (FHWA Grant) – Year 3, See Exhibit I	TBD	TBD	TBD	\$1,500,000.00
A36	Control Tower Enhancement-Incentive program dashboard	1	Each	\$500,000	\$500,000
A37	Universal Appointment System– Data Acquisition, Integration of 3rd Party API, UI Integration, Backend Pipeline Development	1	Each	\$2,000,000	\$2,000,000
A38	Export Module (Phase 1) – Data Integration, UX	1	Each	\$1,000,000	\$1,000,000

	Development, Data Acquisition, Backend integration				
A39	Warehouse Capacity Visibility (Phase 1)– Data Acquisition, UX development, 3rd Party API integration	1	Each	\$500,000	\$500,000
A40	Control Tower Updates – Additional Control Tower dashboards, including trending for Vessels, gate moves, empties	1	Each	\$500,000	\$500,000
A41	Data Services – Marine Exchange ETA/ATA Data	12	Each	\$2,500	\$30,000
A42	Data Services – Envase Truck Turn Time Data	12	Each	\$7,000	\$84,000
A43	Contingency	TBD	TBD	TBD	\$1,886,000
A1-A43 Sub-Total					\$33,281,369.67
Portal Pilot Sub-Total					\$1,319,050.00
TOTAL:					\$34,600,419.67

Note: As-needed options will be issued via written directive from the Executive Director, or designee.

For the purpose of clarity, the items listed above, which include the Gateway Portal and all associated intellectual property rights (including without limitation the data generated by the Service Offering), are part of the Service Offering as that term is defined in Exhibit H of this Agreement and are therefore wholly owned by Consultant pursuant to Section XXI.C of this Agreement.

Description of Fifth Amendment Scope Items, A24-A35:

A24 – Dual Transaction Incentive Program Implementation and Management, including data acquisition and ingestion of additional Marine Terminal gate data in order to quantify and report Dual Transaction performance by trucking company, including performance metrics, via direct reports and user interface.

A25 – Empty availability reporting by carrier/by terminal, including specific values from SSLs, through color coded dashboard widgets within Port Optimizer Track and Trace/Control Tower. This would include data acquisition and implementation of new empty management data.

A26 – Long-range volume forecasting for both import and export cargo for the Port of Los Angeles. Including acquisition of import booking data from SSLs, data analysis of EDI 301 booking data, including advanced analytic metrics and reporting (via special reports and Control Tower user interface elements.)

A27 – Extended Railroad data reporting, including well-car performance metrics and additional Rail Gateway Performance Scorecard metrics. This will include data acquisition and implementation of

additional rail data from both Class 1 railroads that service the port complex as well as short line rail data from the PHL. Work would include both special reports and Port Optimizer Track and Trace/Control Tower UI development.

A28 – On-boarding-Advanced API connectivity for Truckers and BCOs, specifically focusing on TMS API connectivity within the LMC community to increase/attract more users via easy data access. Design and implementation of both read and write APIs to allow direct connection with LMC TMS systems, including acquisition and ingestion of LMC data into Port Optimizer Data Foundation. Speed-Cost associated with the ability to be agile and flexible for 'go to market' programs and projects as determined by the Port by shifting development teams work to speed-up/focus on delivery of the project.

A29 – Additional hosting as more data being ingested increases the cost of hosting.

A30 – Analytics platform monitoring and runtime

A31 – Cyber Security enhancement platform monitoring and support

A32 – Contingency

A33 – A35 – Port of Los Angeles Gateway Project. See Exhibit I - FHWA ATCMTD Award No. 693JJ32350006 Cooperative Agreement, Section A.6 Deliverables. Specific yearly deliverables to be agreed upon between Wabtec and the Port of Los Angeles and defined through Port of Los Angeles directives and to be aligned to Exhibit I – Section II – Summary Budget Information.

Description of Sixth Amendment Scope Items, A36 – A43:

A36 – Control Tower Additions including the following new sections: Single/Dual Transactions by day with rolling 30-day view; Truck/Rail Gate move chart showing total moves per day by modality for a rolling 30-days; 30-day rolling average trend charts for all "on-terminal" containers, including loaded, empty, and exports; Incentive Program maintenance dashboard, with detailed information of dual/single transactions, average turn times, monthly percentage of duals, and Incentive program TEU counts for all POLA terminals, updated monthly

A37 – Universal Appointment System (Phase 1) – Addition of a universal appointment system into Port Optimizer Track and Trace that would allow users to create/change/delete appointments at all six POLA marine terminals through a single user interface, including visibility of required truck/load information through connections into the existing terminal appointment systems. Users will have the ability to view open slots across all terminals and make selections through a graphical interface. Real-time appointment KPIs per customer/per terminal will be available based on usage.

A38 – Export Module (Phase 1) – Improved monitoring of export cargo into the Port of Los Angeles utilizing carrier/CBP manifest data, rail data, and truck data, including visibility into Port Optimizer Track and Trace and Port Optimizer Control Tower. Control Tower will include new Export data modules with both current and historical data trends, advanced export visibility and improved container availability metrics.

A39 – Warehouse Capacity Visibility (Phase 1) – Visibility of warehouse capacity within Southern California/other defined regions through integration with existing warehouse management systems (i.e. Majestic, SAP, etc.) Creation of visibility dashboards within Port Optimizer Control Tower including ability to search by region through geo-mapping

A40 – Control Tower Updates – Additional Port Optimizer Control Tower dashboards displaying cargo trends at the Port of Los Angeles, including dwell, turn-times, velocity, and capacity.

A41 – Data Services (Marine Exchange) – Costs associated with acquisition of Vessel ETA/ATA information for both POLA and POLB, including API feed ingestion and processing of data.

A42 – Data Services (Envas) – Costs associated with acquisition of Truck Turn Time data for all terminals at POLA and POLB, including near-real time updates of on-terminal and outside the gate queue wait times including API feed ingestion and processing of data.

A43 – Contingency

Definitions:

API: Application program interface (API) is a set of routines, protocols, and tools for building software applications. (Terminal operators have requested to have data to interface with their specific TO systems via API.)

Contingency: Unforeseen Work, including but not limited to design and requirements analysis for potential future feature/functions; additional feature/functions (example, empty container returns), and other work required to accomplish City's objectives for the portal. Negotiated price may be lump sum or hourly. If hourly, the rate shall be \$225/hour.

Data acquisition: Interaction with customer (along with POLA), determining data availability, initial data analysis, data communications establishment and initial data throughput testing.

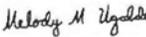
Data implementation: Parsing, mapping, filtering, cleansing of customer data to meet the requirements of the portal.

Export data functionality: Includes the export data relevant at APMT to enable a more enhanced view of empty container return information, as well as relevant export information visibility to assist in facilitation of more efficient export throughput.

Hosting, Managed Services, Support: Includes the hosting in a cloud environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, Wabtec's 24 x 7 customer support. Also includes the general maintenance enhancements from pilot phase 1 input received and prioritized jointly between POLA and Consultant.

Wabtec 6th Amendment

Operating Budget

Account #	54310	W.O. #	
Ctr/Div #	0640	Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
	23/24		\$9,950,000
	24/25		\$3,450,000
	25/26		\$2,950,000
	26/27		\$650,000
	TOTAL		\$17,000,000
For Acct Div. Use Only:			
Verified by:	 <small>Melody M. Ugaldes 2023.05.31 16:09:05 -07'00'</small>		
Verified Funds Available:	 <small>Digitally signed by Frank Liu Date: 2023.06.01 06:33:16 -07'00'</small>		
Date Approved:	6/1/23		

Agreement_23-3425-F_Wabtec Transportation Systems

Final Audit Report

2024-04-18

Created:	2024-04-16
By:	Eileen Valencia (Evalencia@portla.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKY_1NndsSG3aGGxTK0PcWqwZTR8D1EKT

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-  Document created by Eileen Valencia (Evalencia@portla.org)
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