



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

Eric Garcetti | *Mayor, City of Los Angeles*

Board of Harbor Commissioners

Jaime L. Lee  
*President*

Diane L. Middleton  
*Commissioner*

Lucla Moreno-Linares  
*Commissioner*

Anthony Pirozzi, Jr.  
*Commissioner*

Edward R. Renwick  
*Commissioner*

Eugene D. Seroka

*Executive Director*

March 28, 2019

GE Transportation  
191 Rosa Parks Street, 12<sup>th</sup> Floor  
Cincinnati, OH 45202

ATTN: Jamie Winget

SUBJECT: RESOLUTION NO. 19-8459 – FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GERNERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT

At its meeting held May 17, 2019, the Los Angeles City Council approved Agreement No. 19-3425-A-1, regarding the above subject.

Enclosed is an executed original of Agreement No. 19-3425-A-1 for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary

1  
3.21.19

RECOMMENDATION APPROVED;  
RESOLUTION NO. 19-8459 ADOPTED; AND  
AGREEMENT 19-3425-A-1 APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS



Executive Director's  
Report to the  
Board of Harbor Commissioners

March 21, 2019

AMBER M. KLESGES  
Board Secretary

DATE: MARCH 14, 2019

FROM: INFORMATION TECHNOLOGY

SUBJECT: RESOLUTION NO. 19-8459 - FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND  
GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE  
PORT OPTIMIZER PROJECT

**SUMMARY:**

Staff requests approval of the First Amendment to Amended and Restated Agreement No. 17-3425-A (First Amendment) with General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project. The proposed First Amendment is to continue expansion and operation of the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed First Amendment includes hardware, software and services required for additional enhancements, technical hosting and support, and other core components.

The proposed First Amendment will extend the term of Agreement No. 17-3425-A by three additional years, for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000, for a total not-to-exceed compensation amount of \$16,100,420.

The recommendation to select GETP for Agreement No. 17-3425-A was based on a competitive Request for Proposal (RFP) process performed by the City of Los Angeles Harbor Department (Harbor Department).

Expenditures under the proposed First Amendment 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 exempt from the requirements of the California

DATE: MARCH 14, 2019

PAGE 2 OF 5

SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees;
3. Approve the First Amendment to Amended and Restated Agreement No. 17-3425-A to extend the existing Agreement to six years and increase the not-to-exceed compensation amount to \$16,100,420;
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 the said Agreement for and on behalf of the Board; and
6. Adopt Resolution No. 19-8459.

**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. 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 include 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 MSC, respectively), along with a variety of beneficial cargo owners, 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.

**DATE: MARCH 14, 2019**

**PAGE 3 OF 5**

**SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC**

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

The Port Optimizer is now in operation and available for cargo stakeholders to register and use. Participants are able to view integrated supply chain data up to two weeks in advance of a ship's arrival at port, whereas previously data was available typically only three or four days in advance. Feedback has been very positive, and participants have expressed the desire to expand the Port Optimizer to include additional enhancements.

Proposed Second Amendment – The proposed First Amendment (Transmittal 1) will continue the development and operation of the Port Optimizer with the following:

- **Reallocate Unused Funds from Agreement No. 17-3425-A:** Agreement No. 17-3425-A included data acquisition, implementation and related data services for seven container terminals. However, because California United Terminals closed their terminal at the Port of Los Angeles, the previously approved funds for one unit each of items A1, A2, A3 and A4, in the amount of \$368,105.50, will not be used and are requested to be reallocated to a new deliverable to build a pilot drayage application to see, modify, and cancel appointments across multiple terminals. This will not result in an increase from previously approved funds.
- **As-Needed Enhancements:** This is to continue the development of the Port Optimizer. The enhancements include integrating data sources to enable automatic ingestion of delivery orders from trucking companies, developing a dangerous goods display platform, and developing a port volume reports page. The not-to-exceed amount is \$300,000.
- **Technical Hosting, Support, and Other Core Components:** The Port Optimizer operates on a cloud platform and requires continuous hosting, support and other technical services to ensure that it remains operational. Cyber security and analytics platforms are included. The not-to-exceed amount is \$2,700,000 over three years.

In addition, the proposed First Amendment includes changes to Sections 2.5 (Changes) and 10.5 (Assignment) to add language at the end of each section.

The proposed First Amendment will extend the term by three additional years for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000 for a total not-to-exceed compensation amount of \$16,100,420.

The Harbor Department is not obligated to spend this total not-to-exceed amount because the proposed First Amendment includes as-needed options.

DATE: MARCH 14, 2019

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SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is approval of a first amendment to Agreement No. 17-3425-A, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of the proposed First Amendment with GETP will extend the term of Agreement No. 17-3425-A by three additional years, for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000, for a total not-to-exceed compensation amount of \$16,100,420 in order to expand the Port Optimizer.

Fiscal Year 2018/19 funding in the amount of \$6,600,000 is available within the Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000. Upon Board approval, funding for future fiscal years will be requested to be budgeted as shown in the table below:

Fiscal Year	Original Agreement No. 16-3425	Restated Agreement No. 17-3425-A	Proposed First 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	\$ 900,000
2021/22			\$ 900,000	\$ 900,000
2022/23			\$ 375,000	\$ 375,000
<b>Total Not-To-Exceed</b>	<b>\$ 1,319,050</b>	<b>\$ 11,781,370</b>	<b>\$ 3,000,000</b>	<b>\$ 16,100,420</b>

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 \$16,100,420.

Office space for one to three consultants will be used intermittently within the Harbor Department office space reserved for the IT Division. This office space will be used only when on-site work is required. Staff will not be displaced.

DATE: MARCH 14, 2019

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SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

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 First Amendment as to form and legality.

**TRANSMITTAL:**

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

FIS Approval: *My B*  
CA Approval: *GM*



LANCE KANESHIRO  
Chief Information Officer



THOMAS E. GAZSI  
Chief of Public Safety and Emergency  
Management

APPROVED:



EUGENE D. SEROKA  
Executive Director

LK:lk

HOLLY L. WOLCOTT  
CITY CLERK

SHANNON D. HOPPES  
EXECUTIVE OFFICER

When making inquiries relative to  
this matter, please refer to the  
Council File No.: 19-0468

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
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

May 21, 2019

**Council File No.:** 19-0468

**Council Meeting Date:** May 17, 2019

**Agenda Item No.:** 7

**Agenda Description:** ADMINISTRATIVE EXEMPTION and COMMUNICATIONS FROM THE BOARD OF HARBOR COMMISSIONERS AND THE CITY ADMINISTRATIVE OFFICER relative to the First Amendment to the Port of Los Angeles agreement with General Electric Transportation Parts, LLC.

**Council Action:** COMMUNICATIONS FROM THE BOARD OF HARBOR COMMISSIONERS AND THE CITY ADMINISTRATIVE OFFICER - ADOPTED

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	MARQUEECE HARRIS-DAWSON
	YES	JOSE HUIZAR
	YES	PAUL KORETZ
	YES	PAUL KREKORIAN
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	YES	MONICA RODRIGUEZ
	YES	DAVID RYU
	YES	GREIG SMITH
	YES	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

**Adopted Report(s)**

**Title**

**Date**

Report from Board of Harbor Commissioners

05/01/2019

Attachment to Report dated 05/01/2019 - Board Resolution

05/01/2019



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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners

Eugene D. Seroka

Jaime L. Lee President

Diane L. Middleton Commissioner

Lucia Moreno-Linares Commissioner

Anthony Prozzi, Jr. Commissioner

Edward R. Renwick Commissioner

Executive Director

May 1, 2019

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

CD No. 15

Attention: Mr. John White, City Clerk's Office

SUBJECT: RESOLUTION NO. 19-8459 – PROPOSED FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT

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. 19-8459 authorizing proposed First Amendment Agreement No. 19-3425-A-1 between the City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC (GETP); which was approved at the March 21, 2019 meeting of the Board of Harbor Commissioners. The proposed First Amendment is to continue expansion and operation of the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed First Amendment includes hardware, software and services required for additional enhancements, technical hosting and support, and other core components. The proposed First Amendment will extend the term of Agreement No. 17-3425-A by three additional years, for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000, for a total not-to-exceed compensation amount of \$16,100,420. There is no impact to the General Fund.

RECOMMENDATION FOR CITY COUNCIL:

1. ADOPT the determination by the Board of Harbor Commissioners (Board) that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines;
2. APPROVE Harbor Department Resolution No. 19-8459 authorizing proposed First Amendment Agreement No. 19-3425-A-1 between the City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC; and
3. Return to the Board of Harbor Commissioners for further processing.

Respectfully Submitted,

AMBER M. KLESGES  
Commission Secretary

cc: Trade, Travel & Tourism Committee  
Councilman Buscaino  
Councilman Bonin  
Councilman Krekorian  
Heleen Ramirez, Mayor's Office

Erick Martell, Harbor Representative  
Alvin Newman, CAO  
Dennis Gleason, CD15  
Matthew Shade, CLA

0150-11007-0003

**TRANSMITTAL**

TO  
Eugene D. Seroka, Executive Director  
Harbor Department

DATE  
**MAY 01 2019**

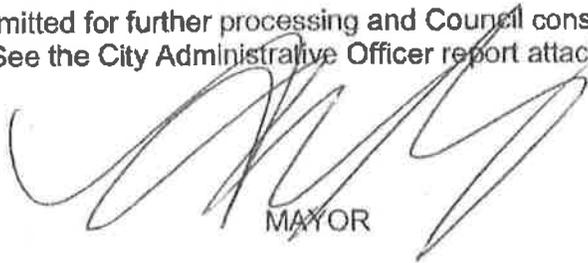
COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT  
15

**PROPOSED FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT  
NO. 17-3425 WITH GENERAL ELECTRIC TRANSPORTATION PARTS, LLC  
FOR THE PORT OPTIMIZER PROJECT**

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



MAYOR

Ana Guerrero

RHL:ABN:10190114t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: April 30, 2019

CAO File No. 0150-11007-0003

Council File No.

Council District: 15

To: The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Correspondence from the Harbor Department dated April 8, 2019; referred by the Mayor for report on April 11, 2019

Subject: **PROPOSED FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT NO. 17-3425 WITH GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT**

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### RECOMMENDATION

That the Mayor:

1. Approve Harbor Department (Port) Resolution No. 19-8459 authorizing a proposed First Amendment to Agreement No. 17-3425-A with General Electric Transportation Parts, LLC, for the Port Optimizer Project; and,
2. Return the document to the Port for further processing, including Council consideration.

### SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 19-8459 to authorize a proposed First Amendment (Amendment) to amend and restate Agreement No. 17-3425-A (Agreement) with General Electric Transportation Parts, LLC (GETP) for the Port Optimizer Project. The Port states that the Amendment will allow GETP to continue expanding and operating the Port Optimizer, which is the first-of-its-kind common user, digitized Informational Data Portal Project (Portal) for the Port of Los Angeles (POLA). In 2017, the Port amended the Agreement to expand the Portal and changed the name to Port Optimizer. The Port Optimizer provides an online cargo database that translates multiple informational programs to support and improve maritime supply chain services and performances at the POLA. According to the Port, the proposed Amendment will include hardware, software, and services required to support and enhance the technical components needed for the additions to the Port Optimizer.

The proposed Amendment will extend the Agreement by an additional three years, to a total contract term of six years, and increase the compensation by \$3 million, up to a total of \$16,100,420. Under the proposed Amendment, contract terms and compensation expenditures are the financial responsibility of the Port and will be earmarked in current and subsequent budget requests, based on the provisions of the Agreement and subject to approval by the Board.

## **BACKGROUND**

In November 2016, the Port selected GETP through a competitive bid process. The Port approved an agreement with General Electric (GE) through its GE Transportation Division (GET) to develop a pilot project for an online cargo database through a single digital solution that translates multiple information programs and queries into a centralized program to improve the maritime supply chain performance at the POLA. The Port and GET worked together to develop a previously approved Portal pilot program to digitize maritime shipping data and to make it available to cargo container owners and supply chain operators through a digitally-secure and controlled environment. In addition to GET, pilot project participants included: U.S. Customs and Border Protection; APM Terminal - POLA's largest terminal operator; Maersk - world's largest container ship and supply vessel operator; and, other cargo, truck and chassis owners and providers.

In 2017, the Port approved an Agreement with GET and launched the live pilot project with the participants. In November 2018, GE underwent an internal reorganization. It transferred and relinquished all of its assets and liabilities to GETP, including the Port Optimizer project.

## **PROPOSED AMENDMENT WITH GETP**

The Port Optimizer is now in operation and available for cargo stakeholders to register and use. The Port states that the Department has received positive feedback from the stakeholders and participants have expressed a desire to expand the Port Optimizer to include additional enhancements. According to the Port, participants are able to view integrated supply chain data up to two weeks in advance, instead of three to four days, on a ship's arrival at the POLA.

The Port plans to expand, enhance and provide support of the Port Optimizer project to more POLA terminals, shipping lines, and other cargo movement firms. The current Agreement includes a term of three years and a maximum compensation amount of \$13,100,420. The proposed Amendment will increase the term by three years and compensation amount by \$3 million to accommodate the expansion of the Port Optimizer. Funding will provide intermittent office space for one to three consultants, on an as-needed basis. Except for the Agreement's terms and compensation, and related contract sections, all other provisions and conditions will remain unchanged.

The proposed Amendment will reallocate available, unused funds from the existing Agreement for additional data acquisition, related data services and implementation of projects to improve terminal sites and operations. The Port plans to enhance the Port Optimizer by developing integrated data sources to include such tasks as improving automatic delivery orders from trucking companies and a volume reporting page for POLA participating clients. To ensure the efficient operations of the Port Optimizer, the project includes support for cyber security, data clouds, and technical services.

The City Attorney has reviewed and approved the proposed Amendment as to form and legality. The Port has determined that the proposed Amendment is an administrative activity and, therefore, exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines.

## **FISCAL IMPACT STATEMENT**

Approve the Harbor Department (Port) request to amend an Agreement with General Electric Transportation Parts, LLC (GETP), for the Port Optimizer Project. The proposed Amendment will extend the Agreement by three additional years, for a total of six years, and increase the maximum compensation by an additional \$3 million, from \$13,100,420, to \$16,100,420. The Port has the authority to cancel this Agreement for any reason, upon giving a 30-day notice to GETP.

*RHL:ABN:10190114*

**CITY OF LOS ANGELES**

**INTER-DEPARTMENTAL CORRESPONDENCE**

**DATE:** April 8, 2019

**TO:** The Honorable Eric Garcetti, Mayor  
City of Los Angeles

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

**SUBJECT:** CHARTER SECTION 373 – PROPOSED FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL  
ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT  
OPTIMIZER PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 19-8459 authorizing approval of First Amendment Agreement No. 19-3425-A-1 between the City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC; which was approved by the Board of Harbor Commissioners on March 21, 2019.

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](mailto:aklesges@portla.org)

**cc:** Mandy Morales, Mayor's Office  
David Reich, Mayor's Office  
Max Reyes, Mayor's Office  
Erick Martell, Harbor Representative  
City Attorney

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3-21-19

**RECOMMENDATION APPROVED;  
RESOLUTION NO. 19-8459 ADOPTED; AND  
AGREEMENT 19-3425-A-1 APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS**



Executive Director's  
Report to the  
Board of Harbor Commissioners

March 21, 2019

AMBER M. KLESGES  
Board Secretary

**DATE: MARCH 14, 2019**

**FROM: INFORMATION TECHNOLOGY**

**SUBJECT: RESOLUTION NO. 19-8459 - FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND  
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**SUMMARY:**

Staff requests approval of the First Amendment to Amended and Restated Agreement No. 17-3425-A (First Amendment) with General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project. The proposed First Amendment is to continue expansion and operation of the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed First Amendment includes hardware, software and services required for additional enhancements, technical hosting and support, and other core components.

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Expenditures under the proposed First Amendment 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 exempt from the requirements of the California

DATE: MARCH 14, 2019

PAGE 2 OF 5

**SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC**

Environmental Quality Act (CEQA) under Article II Section 2(f) of the Los Angeles City CEQA Guidelines;

2. Find that in accordance with the Los Angeles City Charter Section 1022, it is more feasible for outside contractors to perform this work than City employees;
3. Approve the First Amendment to Amended and Restated Agreement No. 17-3425-A to extend the existing Agreement to six years and increase the not-to-exceed compensation amount to \$16,100,420;
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 the said Agreement for and on behalf of the Board; and
6. Adopt Resolution No. 19-8459.

**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. 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 include 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 MSC, respectively), along with a variety of beneficial cargo owners, 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.

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**DATE: MARCH 14, 2019**

**PAGE 3 OF 5**

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The Port Optimizer is now in operation and available for cargo stakeholders to register and use. Participants are able to view integrated supply chain data up to two weeks in advance of a ship's arrival at port, whereas previously data was available typically only three or four days in advance. Feedback has been very positive, and participants have expressed the desire to expand the Port Optimizer to include additional enhancements.

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- **Reallocate Unused Funds from Agreement No. 17-3425-A:** Agreement No. 17-3425-A included data acquisition, implementation and related data services for seven container terminals. However, because California United Terminals closed their terminal at the Port of Los Angeles, the previously approved funds for one unit each of items A1, A2, A3 and A4, in the amount of \$368,105.50, will not be used and are requested to be reallocated to a new deliverable to build a pilot drayage application to see, modify, and cancel appointments across multiple terminals. This will not result in an increase from previously approved funds.
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- **Technical Hosting, Support, and Other Core Components:** The Port Optimizer operates on a cloud platform and requires continuous hosting, support and other technical services to ensure that it remains operational. Cyber security and analytics platforms are included. The not-to-exceed amount is \$2,700,000 over three years.

In addition, the proposed First Amendment includes changes to Sections 2.5 (Changes) and 10.5 (Assignment) to add language at the end of each section.

The proposed First Amendment will extend the term by three additional years for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000 for a total not-to-exceed compensation amount of \$16,100,420.

The Harbor Department is not obligated to spend this total not-to-exceed amount because the proposed First Amendment includes as-needed options.

DATE: MARCH 14, 2019

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SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of a first amendment to Agreement No. 17-3425-A, which is an administrative activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed First Amendment with GETP will extend the term of Agreement No. 17-3425-A by three additional years, for a total of six years, and increase the not-to-exceed compensation amount by an additional \$3,000,000, for a total not-to-exceed compensation amount of \$16,100,420 in order to expand the Port Optimizer.

Fiscal Year 2018/19 funding in the amount of \$6,600,000 is available within the Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000. Upon Board approval, funding for future fiscal years will be requested to be budgeted as shown in the table below:

Fiscal Year	Original Agreement No. 16-3425	Restated Agreement No. 17-3425-A	Proposed First 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	\$ 900,000
2021/22			\$ 900,000	\$ 900,000
2022/23			\$ 375,000	\$ 375,000
<b>Total Not-To-Exceed</b>	<b>\$ 1,319,050</b>	<b>\$ 11,781,370</b>	<b>\$ 3,000,000</b>	<b>\$ 16,100,420</b>

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 \$16,100,420.

Office space for one to three consultants will be used intermittently within the Harbor Department office space reserved for the IT Division. This office space will be used only when on-site work is required. Staff will not be displaced.

DATE: MARCH 14, 2019

PAGE 5 OF 5

SUBJECT: FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

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 First Amendment as to form and legality.

TRANSMITTAL:

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

FIS Approval: *MB*  
CA Approval: *GM*



LANCE KANESHIRO  
Chief Information Officer



THOMAS E. GAZSI  
Chief of Public Safety and Emergency  
Management

APPROVED:



EUGENE D. SEROKA  
Executive Director

LK:lk

FIRST AMENDMENT  
TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A  
BETWEEN THE CITY OF LOS ANGELES AND  
GENERAL ELECTRIC TRANSPORTATION PARTS, LLC

THIS FIRST AMENDMENT to Amended and Restated Agreement No. 17-3425-A 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 GENERAL ELECTRIC TRANSPORTATION PARTS, LLC ("GE"), as follows:

1. Section III. EFFECTIVE DATE AND TERM OF AGREEMENT, is hereby removed and replaced in its entirety, as follows:

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 373, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Agreement requires approval by City Council prior to becoming effective.

B. This Agreement shall be in full force and effect commencing from the date of execution of the Original Agreement and shall continue until the earlier of the following occurs:

1. Six (6) years has lapsed from the effective date of the Original Agreement (the "Initial Term"); or
2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement.

C. No later than six (6) months prior to the end of the Initial Term, the parties intend to engage in good faith discussions regarding the then-current and future market for the Data Portal, the status of the relationship between the parties, and decide whether the Parties wish to amend this Agreement to extend the term and add compensation for hosting and upkeep of the Data Portal. At the end of the Initial Term, the Service fees will be adjusted to Consultant's then current standard rates. Consultant shall give City written notice at least sixty (60) days' prior to implementing these new rates, which shall be incorporated into this Agreement through an amendment subject to review and approval by the City's Board of Harbor Commissioners and City Council in compliance with the Los Angeles City Charter.

2. Section V. COMPENSATION AND PAYMENT, Subsection B. is hereby removed and replaced in its entirety, as follows:

B. The maximum payable under this Agreement, including reimbursable

expenses (see Exhibit A-1 and Exhibit B), shall be Sixteen Million One Hundred Thousand Four Hundred Twenty Dollars (\$16,100,420).

3. Exhibit A-1 "Statement of Work and Compensation" is removed in its entirety and replaced with a revised Exhibit A-1 which is attached hereto and made a part hereof.
4. Section 2. Changes, of Exhibit H, is hereby amended to add at the end of that section, as follows:

**2.5. Changes.** GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services, from time to time, provided such changes do not materially degrade any feature, functionality or performance of the Hosted Services as described in the Statement of Work. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of the Hosted Services if required to comply with law or requests of government entities, if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk reasonably not anticipated at the time of entering into this Agreement, or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason.

5. Section 10. Miscellaneous, of Exhibit H, is hereby amended to add at the end of that section, as follows:

**10.5. Assignment.** GE may assign or novate its rights and obligations under this Agreement, in whole or in part, without Customer consent, to any of GE's subsidiaries or Affiliates, or to any purchaser or other successor in interest of GE's GE Transportation business component (or portion thereof to which this Agreement relates) or may assign any of its accounts receivable under this Agreement to any party, provided GE gives City sixty (60) days prior written notice of any such planned assignment or novation. Customer agrees to execute any documents that may be necessary to complete GE's assignment or novation as soon as reasonably practicable. All other GE assignments and novations must be pursuant to approval by the City's Board of Harbor Commissioners and City Council in compliance with the Los Angeles City Charter, where such approvals shall not be unreasonably withheld. GE may subcontract portions of the work, so long as GE remains responsible for it. The delegation or assignment by Customer of any or all of its rights or obligations under this Agreement without GE's prior written consent (which consent shall not be unreasonably withheld) shall be void.

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

/////

/////

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to 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: \_\_\_\_\_

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

Attest \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

GENERAL ELECTRIC  
TRANSPORTATION PARTS, LLC

Dated: 3/7/2019

By: \_\_\_\_\_  
JENNIFER SCHOPFER  
Vice President, Digital Operations

Attest: \_\_\_\_\_  
PETER THOMAS  
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

April 5, 2019  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By Heather M. McCloskey  
Heather M. McCloskey, Deputy

Account #	54310	W.O. #	0000000
Ctrl/Div #	0040	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
18/19		\$6,600,000	
19/20		\$5,000,105	
21-25		\$2,175,000	
TOTAL		\$12,468,105	
For Acct/Budget Div. Use Only:			
Verified by:	<u>[Signature]</u>		
Verified Funds Available:	<u>Fellows</u>		
Date Approved:	<u>3/14/19</u>		

# EXHIBIT A-1

## 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	15	Each	\$83,077.67	\$1,246,165.05
A6	SHIPPING LINE Data Implementation	15	Each	\$193,847.92	\$2,907,718.80
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	26	Monthly	\$76,923.07	\$1,999,999.82
A9	Identified Enhancements (as per following pages)	1	Each	\$432,000.00	\$432,000.00
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
Sub-Total					\$14,781,369.67

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 are part of the Service Offering, as that term is defined in Exhibit H of this Agreement.

### Description of Scope Enhancements, A13-A18:

- 1.) Automatic Ingestion of Delivery orders from trucking companies – In order to increase the fluidity of cargo going thru the Port, trucking companies truck management systems will communicate via API the delivery orders for containers to the Port Optimizer. The Port Optimizer will have an API to receive this communication and will display on the portal the containers claimed by delivery orders.

- 2.) **Dangerous Good Display Platform** – The Port Optimizer will consolidate IMO hazardous information from multiple electronic sources and will display each IMO container with the appropriate hazmat code. This display will be the results of EDI message processing and a single source of truth portal display.
- 3.) **Ports Volumes Reports Page** – The Port Optimizer will display in a single page a report container information about the volume of cargo going thru the ports. This display will be updated as cargo goes thru the port and will consolidate EDI messages from multiple source so that the port community have a better representation of cargo volumes.
- 4.) **Additional Core Components (A16-A18)** – The Port Optimizer is a platform that runs with constant monitoring, cloud services hosting and technical support. Core components are needed to maintain, monitor and support technical aspects of the platform to ensure it always runs and new cyber security threats are dealt with in a timely manner. The Port optimizer deploys services that run at all times to host the application in the cloud, to monitor for cyber threats and to run analytics routines for the platform to remain up for the Port.

**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 Harbor Department objectives for the Portal. Negotiated price may be lump sum or hourly. If hourly, 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 Predix environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, GE's 24 x 7 customer support. Also includes the general maintenance enhancements from pilot phase 1 input received and prioritized jointly between POLA and GE.

**Identified Enhancements – APMT, Maersk, and MSC:**

- Snapshot of the Vessel profile by size
- Local v Rail total vessel volume
- Snapshot of the Vessel profile by IPI destinations
- Alternate View from MTO Site
- Consolidation of BCO on Terminal data
- Visibility into overall status of containers
- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point

- **Gate hours**
- **Chassis Availability**
- **Snapshot of vessel status unloading**
- **Two-way communication (input to the portal)**
- **Repositioning Management tool**
- **Forecasting Tool**
- **Interface to the Business Exchange**
- **Analytics on Import/Export Flows**
- **Expected Availability**
- **Rail Info - EB/WB**

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: April 8, 2019

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

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

SUBJECT: **CHARTER SECTION 373** – PROPOSED FIRST AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL  
ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT  
OPTIMIZER PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 19-8459 authorizing approval of First Amendment Agreement No. 19-3425-A-1 between the City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC; which was approved by the Board of Harbor Commissioners on March 21, 2019.

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](mailto:aklesges@portla.org)

cc: Mandy Morales, Mayor's Office  
David Reich, Mayor's Office  
Max Reyes, Mayor's Office  
Erick Martell, Harbor Representative  
City Attorney

FIRST AMENDMENT  
TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A  
BETWEEN THE CITY OF LOS ANGELES AND  
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Except as amended herein, all remaining terms and conditions of Agreement No. 17-3425-A shall remain in full force and effect.

/////

/////

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to 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: 5/21/19

By: *Mark DeLeon*  
EUGENE D. SEROKA  
Executive Director

Attest: *Amber M. Klesges*  
AMBER M. KLESGES  
Board Secretary

GENERAL ELECTRIC  
TRANSPORTATION PARTS, LLC

Dated: 3/7/2019

By: *Jennifer Schopfer*  
JENNIFER SCHOPFER  
Vice President, Digital Operations

Attest: *Peter Thomas*  
PETER THOMAS  
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

April 5, 2019  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By: *Heather M. McCloskey*  
Heather M. McCloskey, Deputy

Account #	<u>54310</u>	W.O. #	<u>0000000</u>
Ctr/Div #	<u>0640</u>	Job Fac. #	
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	<u>18/19</u>		<u>\$6,000,000</u>
	<u>19/20</u>		<u>\$3,693,105</u>
	<u>21-23</u>		<u>\$2,175,000</u>
	<b>TOTAL</b>		<b>\$12,468,105</b>
For Acct/Budget Div. Use Only:			
Verified by:	<u><i>Tom</i></u>		
Verified Funds Available:	<u><i>Folger</i></u>		
Date Approved:	<u>3/14/19</u>		

# EXHIBIT A-1

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- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point

- Gate hours
- Chassis Availability
- Snapshot of vessel status unloading
- Two-way communication (input to the portal)
- Repositioning Management tool
- Forecasting Tool
- Interface to the Business Exchange
- Analytics on Import/Export Flows
- Expected Availability
- Rail Info - EB/WB

HARBOR DEPARTMENT  
CONTRACTS AND PURCHASING DIVISION (CPD)  
APPROVAL OF FINAL AGREEMENT

19-3425-A BHC  
3-21-19  
#7

GE Transportation  
PARTS, LLC

Project Title: Amend & REstarted Agreement 17-3425-A  
Originating Division: Information Technology  
Extension: 7766  
Contract Administrator: Lance Kaneshiro  
Type of Agreement: PSA

<u>SE</u>	GREEN SHEET COMPLETED AND SIGNED
<u>NA</u>	INSURANCE ASSESSMENT
<u>NA</u>	SELECTION COMMITTEE MEMBERS LIST PROVIDED
<u>NA</u>	CONFLICT OF INTEREST STATEMENTS FROM ALL MEMBERS
<u>NA</u>	MEMO TO MOVE FORWARD SIGNED BY SENIOR MANAGER
<u>NA</u>	1022 DETERMINATION FORM/ PROCESS PROPERLY COMPLETED
<u>SE</u>	UNION NOTIFICATION REQUIREMENT MET
<u>NA</u>	RFP, RFQ, ETC REVIEWED AND RELEASED BY CPD/CITY ATTORNEY
<u>NA</u>	SELECTION PROCESS COMPLETED IN ACCORDANCE WITH RFP
<u>SE</u>	REQUIRED INSURANCE IN PLACE
<u>SE</u>	BTRC NUMBER OR EXEMPTION NUMBER OBTAINED
<u>SE</u>	CONTRACTOR AND ALL SUBS ARE REGISTERED WITH LABAVN (REGISTRATION CONFIRMATION ON FILE)
<u>NA</u>	SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENT ADDRESSED
<u>SE</u>	AFFIDAVIT AND CONSULTANT DESCRIPTION FORMS PROPERLY COMPLETED AND SIGNED
<u>NA</u>	SBE/VSBE VERIFICATION
<u>NA</u>	IS ANY PORTION OF THE ANTICIPATED DOLLAR AMOUNT REIMBURSABLE BY A FEDERAL, STATE, OR LOCAL GRANT OR FOUNDATION?
<u>NA</u>	DEBARMENT VERIFICATION

FOR CPD USE ONLY:

Reviewed by:	<u>Susana Eldridge</u>	<u>5/22/19</u>
	CONTRACTS & PURCHASING DIV	DATE
Verified by:	<u>Susana Eldridge</u>	<u>5/22/19</u>
	CONTRACTS & PURCHASING DIV	DATE



**THE PORT  
OF LOS ANGELES**

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

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor  
Commissioners

Jalme L. Lee  
*President*

Edward R. Renwick  
*Vice President*

Diane L. Middleton  
*Commissioner*

Lucia Moreno-Linares  
*Commissioner*

Anthony Pirozzi, Jr.  
*Commissioner*

Eugene D. Seroka

*Executive Director*

April 2, 2020

GE Transportation  
191 Rosa Parks St., 12<sup>th</sup> Floor  
Cincinnati, OH 45202

ATTN: Jamie Winget

**SUBJECT: RESOLUTION NO. 19-9549 – SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT**

At its meeting held February 12, 2020, the Los Angeles City Council approved Agreement No. 19-3425-B, regarding the above subject.

Enclosed is an executed original of Agreement No. 19-3425-B for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary

3  
10.8.19

RECOMMENDATION APPROVED;  
RESOLUTION 19-9549 ADOPTED; AND  
AGREEMENT 19-3425-B APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS



**THE PORT**  
OF LOS ANGELES  
Executive Director's  
Report to the  
Board of Harbor Commissioners

OCTOBER 8, 2019

  
AMBER M. KLESGES  
Board Secretary

DATE: SEPTEMBER 18, 2019

FROM: INFORMATION TECHNOLOGY

SUBJECT: RESOLUTION NO. 19-9549 - SECOND AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN  
THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND  
GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE  
PORT OPTIMIZER PROJECT

**SUMMARY:**

Staff requests approval of the Second Amendment to Amended and Restated Agreement No. 17-3425-A (Second Amendment) with General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project. The proposed Second Amendment is to reallocate funding from previously approved items to new items that are needed for the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The total not-to-exceed compensation amount and term are unchanged.

The proposed Second Amendment also requests that authority to approve future change requests, which do not increase the total not-to-exceed compensation amount or the term of the Agreement, to be delegated to the Executive Director.

Expenditures incurred under Agreement No. 17-3425-A are the financial responsibility of the City of Los Angeles Harbor Department (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 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: SEPTEMBER 18, 2019

PAGE 2 OF 6

SUBJECT: SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

3. Approve the Second Amendment to Amended and Restated Agreement No. 17-3425-A to reallocate funding for new deliverables and delegate authority to the Executive Director for certain future amendments;
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 the said Agreement for and on behalf of the Board upon approval by City Council; and
6. Adopt Resolution No. 19-9549.

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

**DATE: SEPTEMBER 18, 2019**

**PAGE 3 OF 6**

**SUBJECT: SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC**

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.

The recommendation to select GETP for Agreement No. 17-3425-A was based on a competitive Request for Proposals (RFP) process performed by the Harbor Department.

Proposed Second Amendment – The proposed Second Amendment (Transmittal 1) will continue the development of the Port Optimizer with the following three new items:

- Empty Returns Enhancements (Exhibit A-2, Item A19): This item is to enhance the empty return container capabilities within the Port Optimizer to make the empty return containers data available via Application Programming Interface (API) for the community to consume and optimize their part of the supply chain. This capability will provide a historical view of empty return container conditions at terminals on specific past dates/times and provide a per-container view of where an empty container could be returned at the moment of truck dispatch. The compensation amount for this item is \$100,000.
- Port Authority Key Performance Indicator (KPI) Dashboard (Exhibit A-2, Item A20): This item is to develop a Port Authority dashboard where key performance data will be consolidated, aggregated, and displayed in both live and historical views. These dashboards will incorporate active data feeds from Ocean Carriers, Marine Terminals, and other data sources to provide more active, near real-time views of key port metrics. The compensation amount for this item is \$418,651.18.
- Container life cycle API extensions (Exhibit A-2, Item A21): This item is to enhance the current A4 item called "API Implementation". With the new item A21, more APIs will be added to the Port Optimizer that go beyond the Marine Terminal APIs built as part of A4. These new APIs will include shipping lines and BCOs as stakeholders, as well as a more complete view of the container life cycle in addition to the A4 marine terminal centric view. The compensation amount for this item is \$100,000.

To pay for the three new items above, previously approved funding in the amount of \$618,651.18 is being requested to be reallocated from the following items which are no longer required:

- Shipping Line Data Acquisition (Exhibit A-2, Item A5): Reduce the quantity by two, for a new total quantity of 13. The compensation amount to be reallocated is \$166,155.34.

**DATE: SEPTEMBER 18, 2019**

**PAGE 4 OF 6**

**SUBJECT: SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC**

- Shipping Line Data Implementation (Exhibit A-2, Item A6): Reduce the quantity by two, for a new total quantity of 13. The compensation amount to be reallocated is \$387,695.84.
- Identified Enhancements (Exhibit A-2, Item A9): Reduce the not-to-exceed compensation amount from \$432,000 to \$367,200. The compensation amount to be reallocated is \$64,800.

The proposed Second Amendment will not change the term or the not-to-exceed compensation amount of the Agreement. The Harbor Department is not obligated to spend this total not-to-exceed amount because the Agreement includes as-needed options.

The proposed Second Amendment also requests that authority to approve future change requests, which do not increase the total not-to-exceed compensation amount or the term of the Agreement, be delegated to the Executive Director.

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is the approval of the Second Amendment with GETP to reallocate funding from previously approved items to new items that are needed for the Port Optimizer, 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 requirements of CEQA in accordance with Article II Section 2(f) and Article III Class 6 of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of the proposed Second Amendment with GETP will not change the not-to-exceed compensation amount of Agreement No. 17-3425-A.

Fiscal Year 2019/20 funding in the amount of \$3,693,105 is available within the Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000. Upon Board approval, funding for future fiscal years will be budgeted as shown in the table below:

DATE: SEPTEMBER 18, 2019

PAGE 5 OF 6

SUBJECT: SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

Fiscal Year	Original Agreement No. 16-3425	Restated Agreement No. 17-3425-A	First 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	\$ 900,000
2021/22			\$ 900,000	\$ 900,000
2022/23			\$ 375,000	\$ 375,000
<b>Total Not-To-Exceed</b>	<b>\$ 1,319,050</b>	<b>\$ 11,781,370</b>	<b>\$ 3,000,000</b>	<b>\$ 16,100,420</b>

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 \$16,100,420.

Office space for one to three consultants will be used intermittently within the Harbor Department office space reserved for the IT Division. This office space will be used only when on-site work is required. Staff will not be displaced.

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

DATE: SEPTEMBER 18, 2019

PAGE 6 OF 6

SUBJECT: SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
NO. 17-3425-A WITH GE TRANSPORTATION PARTS, LLC

CITY ATTORNEY:

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

TRANSMITTAL:

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

FIS Approval: MB

CA Approval: JML



LANCE KANESHIRO  
Chief Information Officer



THOMAS E. GAZSI  
Chief of Public Safety and Emergency  
Management

APPROVED:

 FOR

EUGENE D. SEROKA  
Executive Director

LK:lk

HOLLY L. WOLCOTT  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



Eric Garcetti  
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

When making inquiries relative to  
this matter, please refer to the  
Council File No.: 19-0468

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

February 14, 2020

**Council File No.:** 19-0468

**Council Meeting Date:** February 12, 2020

**Agenda Item No.:** 6

**Agenda Description:** ADMINISTRATIVE AND CATEGORICAL EXEMPTIONS and TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT relative to amending the Port of Los Angeles (POLA) agreement with General Electric Transportation Parts, LLC, for the Port Optimizer Project.

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

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	ABSENT	JOE BUSCAINO
	YES	GILBERT A. CEDILLO
	YES	MARQUEECE HARRIS-DAWSON
	ABSENT	JOSE HUIZAR
	YES	PAUL KORETZ
	ABSENT	PAUL KREKORIAN
	YES	JOHN LEE
	YES	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	ABSENT	MONICA RODRIGUEZ
	YES	DAVID RYU
	ABSENT	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s)

**Title**

Report from Trade, Travel, and Tourism Committee

**Date**

02/11/2020



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

Eric Garcetti Mayor, City of Los Angeles

Board of Harbor Commissioners  
Eugene D. Seroka

Jaime L. Lee  
President

Executive Director

Edward R. Renwick  
Vice President

Diane L. Middleton  
Commissioner

Lucia Moreno-Linares  
Commissioner

Anthony Pirozzi, Jr.  
Commissioner

January 29, 2020

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

CD No. 15

Attention: Mr. John White, City Clerk's Office

Subject: RESOLUTION NO. 19-9549 – PROPOSED SECOND AMENDMENT AMENDED AND RESTATED AGREEMENT NO. 19-3425-B BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT

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. 19-9549 authorizing proposed amended and restated Second Amendment Agreement No. 19-3425-B between the City of Los Angeles Harbor Department (Harbor Department) and General Electric Transportation Parts, LLC (GETP); which was approved at the October 8, 2019 meeting of the Board of Harbor Commissioners. The proposed Second Amendment is to reallocate funding from previously approved items to new items that are needed for the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The total not-to-exceed compensation amount and term are unchanged. The proposed Second Amendment also requests that authority to approve future change requests, which do not increase the total not-to-exceed compensation amount or the term of the Agreement, to be delegated to the Executive Director. 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) in accordance with Article II, Section 2(f) and Article III, Class 6 of the Los Angeles City CEQA Guidelines;
2. APPROVE Harbor Department Resolution No. 19-9549 authorizing proposed amended and restated Second Amendment Agreement No. 19-3425-B between the City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC; and
3. Return to the Board of Harbor Commissioners for further processing.

Respectfully Submitted,

AMBER M. KLESGES  
Commission Secretary

cc: Trade, Travel & Tourism Committee  
Councilman Buscalino  
Councilman Bonin  
Councilman Krekorian  
Heleen Ramirez, Mayor's Office

Erick Martell, Harbor Representative  
Janice Chang Yu, CAO  
Dennis Gleason, CD15  
Matthew Shade, CLA

0150-11007-0004

**TRANSMITTAL**

TO  
Eugene D. Seroka, Executive Director  
Harbor Department

DATE  
JAN 29 2020

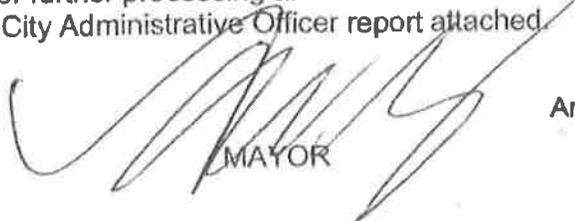
COUNCIL FILE NO.  
19-0468

FROM  
The Mayor

COUNCIL DISTRICT  
15

**PROPOSED SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT  
NO. 17-3425-A WITH GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE  
PORT OPTIMIZER PROJECT**

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



Ana Guerrero

MAYOR

RHL:JCY:10200078t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

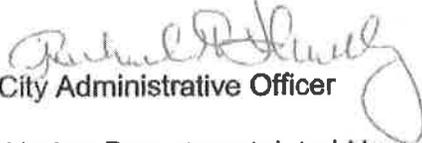
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Date: January 28, 2020

CAO File No. 0150-11007-0004  
Council File No. 19-0468  
Council District: 15

To: The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer



Reference: Correspondence from the Harbor Department dated November 6, 2019

Subject: **PROPOSED SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT NO. 17-3425-A WITH GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT**

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### RECOMMENDATION

That the Mayor:

1. Approve Harbor Department (Port) Resolution No. 19-9549 authorizing a proposed Second Amendment to Agreement No. 17-3425-A with General Electric Transportation Parts, LLC, to reallocate \$618,651.18 of available, unused existing funding within the Port Optimizer project (Project) and to delegate to the Port Executive Director authority to make future change requests within the existing compensation and term limits of the Project; and,
2. Return the document to the Port for further processing, including Council consideration.

### SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 19-9549 authorizing a proposed Second Amendment (Amendment) to the Amended and Restated Agreement No. 17-3425-A (Agreement) with General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project (Port Optimizer). The Amendment will authorize GETP to continue expanding and operating the Port Optimizer, which is the first-of-its-kind common user, digitized informational data portal project (Portal) for the Port of Los Angeles (POLA). In 2017, the Port amended the Agreement, previously Agreement No. 16-3425, to expand the Portal and change the name to Port Optimizer. The Port Optimizer provides an online cargo database that translates multiple informational programs to support and improve maritime supply chain services and performances at the POLA. According to the Port, the proposed Amendment will mainly include software and services required to support and enhance the technical components needed for the additions to and expanded functionality of the Port Optimizer.

The proposed Amendment will reallocate \$618,651.18 of available, unused funds within the existing Agreement to three new items to enhance capabilities in the Port Optimizer, including providing empty return container data; developing a Port Authority dashboard to provide more real-time information on key port metrics; and developing more interfaces to engage additional container lifecycle stakeholders. The available funding is for items the Port has determined are no longer needed. Additionally, the proposed Amendment delegates to the Port's Executive Director any future changes to the Agreement which do not increase the total compensation and term limits of the Agreement, changes that are currently subject to Board approval. The proposed Amendment will not change the term or the maximum compensation amount of the Agreement.

The current Agreement includes a term of six years, expiring November 3, 2022, and a maximum compensation amount of \$16,100,420. The Port reports that estimated spending on the Agreement through 2018-19 was \$6.6 million and expenditures in 2019-20 are estimated at \$3.7 million. The Port is in the process of expanding and enhancing the Port Optimizer to include more POLA terminals, shipping lines, and other cargo movement firms. Funding includes intermittent office space for one to three consultants, on an as-needed basis.

The City Attorney has reviewed and approved the proposed Amendment as to form and legality. The Port has determined that the proposed Amendment is an administrative activity and activity involving basic data collection and research, and is, therefore, exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), and Article III, Section 1(f), of the Los Angeles City CEQA Guidelines.

#### **FISCAL IMPACT STATEMENT**

Approval of the proposed Second Amendment (Amendment) to Harbor Department (Port) Agreement No. 17-3425-A with General Electric Transportation Parts, LLC will reallocate \$618,651.18 of available, unused existing funding within the Port Optimizer project (Project). The proposed Amendment will not change the maximum compensation amount of the Agreement, which is \$16,100,420. The Port will continue to be financially responsible for payment of expenditures for the Agreement from its Harbor Revenue Fund. The Port reports that \$3,693,105 of funding in 2019-20 is available in the Harbor Revenue Fund Budget and that future fund needs will be subject to approval by the Board of Harbor Commissioners. The proposed Amendment will have no impact on the City General Fund.

*RHL:JCY:10200078*

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: November 6, 2019

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

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

SUBJECT: CHARTER SECTION 373 – PROPOSED APPROVAL OF SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 19-3425-B BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 19-9549 authorizing approval of Second Amendment to amended and restated Agreement No. 19-3425-B between The City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC for the Port Optimizer Project; which was approved by the Board of Harbor Commissioners on October 8, 2019.

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](mailto:aklesges@portla.org)

cc: Heleen Ramirez, Mayor's Office  
David Reich, Mayor's Office  
Max Reyes, Mayor's Office  
Erick Martell, Harbor Representative  
City Attorney

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: November 6, 2019

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

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

SUBJECT: **CHARTER SECTION 373** – PROPOSED APPROVAL OF SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 19-3425-B BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND GENERAL ELECTRIC TRANSPORTATION PARTS, LLC FOR THE PORT OPTIMIZER PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 19-9549 authorizing approval of Second Amendment to amended and restated Agreement No. 19-3425-B between The City of Los Angeles Harbor Department and General Electric Transportation Parts, LLC for the Port Optimizer Project; which was approved by the Board of Harbor Commissioners on October 8, 2019.

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](mailto:aklesges@portla.org)

cc: Heleen Ramirez, Mayor's Office  
David Reich, Mayor's Office  
Max Reyes, Mayor's Office  
Erick Martell, Harbor Representative  
City Attorney

# EXHIBIT A-1, SECOND 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	13	Each	\$83,077.67	\$1,080,009.71
A6	SHIPPING LINE Data Implementation	13	Each	\$193,847.92	\$2,520,022.96
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	26	Monthly	\$76,923.07	\$1,999,999.82
A9	Identified Enhancements (as per following page)	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
				Sub-Total	\$14,781,369.67

*Note: As-Needed Options will be issued via written directive from the Executive Director, or designee.*

**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 Harbor Department objectives for the Portal. Negotiated price may be lump sum or hourly. If hourly, 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 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 environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, GE's 24 x 7 customer support.

**Identified Enhancements – APMT, Maersk, and MSC:**

- Snapshot of the Vessel profile by size
- Local v Rall total vessel volume
- Snapshot of the Vessel profile by IPI destinations
- Alternate View from MTO Site
- Consolidation of BCO on Terminal data
- Visibility into overall status of containers
- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point
- Gate hours
- Chassis Availability
- Two-way communication (input to the portal)
- Forecasting Tool

SECOND AMENDMENT  
TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A  
BETWEEN THE CITY OF LOS ANGELES AND  
GENERAL ELECTRIC TRANSPORTATION PARTS, LLC

THIS SECOND AMENDMENT to Amended and Restated Agreement No. 17-3425-A 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 GENERAL ELECTRIC TRANSPORTATION PARTS, LLC ("GETP"), as follows:

1. Section II. SERVICES TO BE PERFORMED BY CITY, is hereby amended to add Paragraph D, which shall read as follows:

"D. The Executive Director shall have the delegated authority to approve amendments to the Agreement for Change Requests to Exhibit A-1 so long as such Change Requests do not increase the Agreement's Compensation amount or extend the Term of the Agreement. Amendments for Change Requests to Exhibit A-1 shall be subject to review and approval as to form and legality by the Office of the City Attorney. The Executive Director shall have the right to execute Amendments as set forth herein and upon execution by the parties of such Amendments, an "Exhibit A-(1) [number] Amendment" shall be considered incorporated into the Agreement and made a part thereof."

2. Exhibit A-1 "Statement of Work and Compensation" is removed in its entirety and replaced with a revised "Exhibit A-1 Second Amendment" which is attached hereto and made a part hereof.

Except as amended herein, all remaining terms and conditions of 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. GETP 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.

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/////

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to 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: 2/14/20

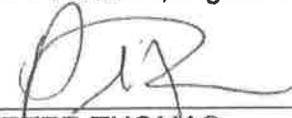
By   
EUGENE D. SEROKA  
Executive Director

Attest   
AMBER M. KLESGES  
Board Secretary

GENERAL ELECTRIC  
TRANSPORTATION PARTS, LLC

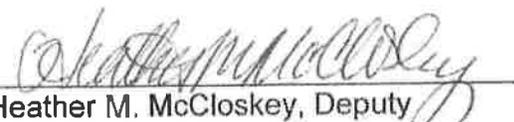
Dated: SEP 28, 2019

By:   
SCOTT HOLLAND  
Vice President, Digital Operations

Attest:   
PETER THOMAS  
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

October 31, 2019  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By   
Heather M. McCloskey, Deputy

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

THIS THIRD 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 ("Consultant").

WHEREAS, there is a need for visibility for critical goods in the city of Los Angeles to collect supply and demand purchase orders from multiple systems to track them as they move through the supply chain within the Port Optimizer data platform.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. 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 Third Amendment and Exhibit B), shall be Sixteen Million One Hundred Thousand Four Hundred Twenty Dollars. (\$16,100,420).

2. "Exhibit A-1, Second Amendment" is removed in its entirety and replaced with a revised "Exhibit A-1 Third Amendment" in the form attached hereto and made a part hereof.

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

The effective date of this Amendment shall be the date of execution by the Executive Director.

////

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

Dated: 5/21/2020

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

By: [Signature]  
EUGENE D. SEROKA  
Executive Director

Attest: [Signature]  
AMBER M. KLESGES  
Board Secretary

WABTEC TRANSPORTATION SYSTEMS, LLC

Dated: May 13, 2020

By: [Signature]  
SCOTT HOLLAND  
Vice President, Digital Operations

Attest: [Signature]  
PETER THOMAS  
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

5/21, 2020  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By: [Signature]  
Heather M. McCloskey, Deputy

## EXHIBIT A-1 (Third 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
Sub-Total					\$14,781,369.67

*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 are part of the Service Offering, as that term is defined in Exhibit H of this Agreement.*

**Description of Scope Enhancements, A13-A18:**

- 1.) The Enhancements for this Third Amendment are the same Enhancements set forth in Amendment No. 1 (Sections A.19-A.21).
- 2.) Automatic Ingestion of Delivery orders from trucking companies - In order to increase the fluidity of cargo going thru the Port, trucking companies truck management systems will communicate via API the delivery orders for containers to the Port Optimizer. The Port Optimizer will have an API to receive this communication and will display on the portal the containers claimed by delivery orders.
- 3.) Dangerous Good Display Platform - The Port Optimizer will consolidate IMO hazardous information from multiple electronic sources and will display each IMO container with the appropriate hazmat code. This display will be the results of EDI message processing and a single source of truth portal display.
- 4.) Ports Volumes Reports Page - The Port Optimizer will display in a single page a report container information about the volume of cargo going thru the ports. This display will be updated as cargo goes thru the port and will consolidate EDI messages from multiple source so that the port community have a better representation of cargo volumes.
- 5.) Additional Core Components (A16-A18) - The Port Optimizer is a platform that runs with constant monitoring, cloud services hosting and technical support. Core components are needed to maintain, monitor and support technical aspects of the platform to ensure it always runs and new cyber security threads are dealt with in a timely manner. The Port optimizer deploys services that run at all times to host the application in the cloud, to monitor for cyber threats and to run analytics routines for the platform to remain up for the Port.

**Description of Scope Enhancements, A23:**

As part of the efforts to provide extended visibility for critical goods in the city of LA, the port optimizer data platform will collect supply and demand purchase orders from multiple systems to track them as they move through the supply chain. To do this, multiple systems will feed supply and demand data to the port optimizer platform and then the port optimizer will retrieve data from multiple data providers. The scope of this enhancement is to:

1. Ingest the supply and demand data from one or multiple systems provided by the City
2. Transform this data into an API
3. Feed it to one or multiple data providers who will then track the purchase orders using their own platforms

**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, 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 Predix environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, GE'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.

**Identified Enhancements – APMT, Maersk, and MSC:**

- Snapshot of the Vessel profile by size
- Local v Rail total vessel volume
- Snapshot of the Vessel profile by IPI destinations
- Alternate View from MTO Site
- Consolidation of BCO on Terminal data
- Visibility into overall status of containers
- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point
- Gate hours
- Chassis Availability
- Snapshot of vessel status unloading
- Two-way communication (input to the portal)
- Repositioning Management tool
- Forecasting Tool
- Interface to the Business Exchange
- Analytics on Import/Export Flows
- Expected Availability
- Rail Info - EB/WB



**THE PORT  
OF LOS ANGELES**

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

12/17/20 #7

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor  
Commissioners

Jaime L. Lee  
*President*

Edward R. Renwick  
*Vice President*

Diane L. Middleton  
*Commissioner*

Lucia Moreno-Linares  
*Commissioner*

Anthony Pirozzi, Jr.  
*Commissioner*

Eugene D. Seroka

*Executive Director*

August 26, 2021

Wabtec Transportation Systems  
3475 Piedmont Road, Suite 200  
Atlanta, GA 30305

Attn: Mr. Brandon Parker

SUBJECT: RESOLUTION NO. 20-9742 – PROPOSED APPROVAL OF FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC (FORMALLY KNOWN AS GENERAL ELECTRIC TRANSPORTATION PARTS, LLC) FOR THE PORT OPTIMIZER PROJECT.

The Los Angeles City Council approved the above subject agreement on Tuesday, August 17, 2021. Enclosed for your files is one (1) executed original of Agreement 20-3425-D between the City of Los Angeles Harbor Department and Wabtec Transportation Systems, LLC.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

*for Amber M. Klesges*  
AMBER M. KLESGES  
Commission Secretary

12/17/20  
7

RECOMMENDATION APPROVED;  
RESOLUTION NO. 20-9742 ADOPTED AND;  
AGREEMENT NO. 20-3425-D APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS

December 17, 2020

  
AMBER M. KLESGES  
Board Secretary



THE PORT  
OF LOS ANGELES  
Executive Director's  
Report to the  
Board of Harbor Commissioners

**DATE:** DECEMBER 1, 2020

**FROM:** INFORMATION TECHNOLOGY

**SUBJECT:** RESOLUTION NO. 20-9742 - FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC (FORMERLY KNOWN AS GENERAL ELECTRIC TRANSPORTATION PARTS, LLC) FOR THE PORT OPTIMIZER PROJECT

**SUMMARY:**

Staff requests approval of the Fourth Amendment to Amended and Restated Agreement No. 17-3425-A (Fourth Amendment) with Wabtec Transportation Systems, LLC, formerly known as General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project.

The proposed Fourth Amendment is required in order to continue development and operation of the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed Fourth Amendment includes hardware, software and services required for additional enhancements, technical hosting and support, and other required components. The proposed Fourth Amendment will extend the term of Agreement No. 17-3425-A by four additional years, for a total of ten years, and increase the not-to-exceed compensation by \$6,500,000, for a total not-to-exceed compensation amount of \$22,600,420.

The proposed Fourth Amendment also changes the Consultant's name to Wabtec Transportation Systems, LLC (WTS). This name change is an administrative action due to the Consultant's legal name change after GETP was acquired by Wabtec Corporation (Wabtec). The Board of Harbor Commissioners (Board) previously approved the assignment and assumption of Agreement No. 17-3425-A by GETP at its Board Meeting held on November 15, 2018.

Expenditures incurred under Agreement No. 17-3425-A are the financial responsibility of the City of Los Angeles Harbor Department (Harbor Department).

DATE: DECEMBER 1, 2020

PAGE 2 OF 7

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

**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;
3. Approve the Fourth Amendment to Amended and Restated Agreement No. 17-3425-A to add an additional four years to the term and increase the not-to-exceed compensation by an additional \$6,500,000 in order to continue to develop, operate and support the Port Optimizer and to reflect the name change from General Electric Transportation Parts, LLC to Wabtec Transportation Systems, LLC;
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 the said Agreement for and on behalf of the Board upon approval by City Council; and
6. Adopt Resolution No. 20-9742.

**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. 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, 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.

**DATE: DECEMBER 1, 2020**

**PAGE 3 OF 7**

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

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 combining of its GE Transportation business operations with Westinghouse Air Brake Technologies Corporation (Wabtec). 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 that 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 (Transmittal 1) 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.

The Port Optimizer operation continues with data from all Port of Los Angeles container terminals, twelve shipping lines, US Customs and Border Protection, and other supply chain sources. In September 2020, the Port of Los Angeles became the only port in the nation to provide cargo forecasting data when it launched the Signal, a three-week look at cargo coming into Los Angeles. The Signal, powered with information from the Port Optimizer, is updated daily and was launched to enable stakeholders to better track and plan for incoming goods. In November 2020, the Return Signal was launched, which is designed to assist the trucking community and ease the flow of empty containers. With

DATE: DECEMBER 1, 2020

PAGE 4 OF 7

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

these and other applications powered with data from the Port Optimizer, the Port of Los Angeles continues to efficiently move cargo at record levels. Feedback continues to be very positive, and participants have expressed the desire to expand the Port Optimizer to include additional enhancements.

The recommendation to select GETP for Agreement No. 17-3425-A was based on a competitive Request for Proposals (RFP) process performed by the Harbor Department.

Proposed Fourth Amendment – The proposed Fourth Amendment (Transmittal 2) requests additional funding and time for the continued development and operation of the Port Optimizer. The proposed Fourth Amendment will increase 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 extend the term by four additional years, for a new term of ten years.

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

- 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 companies, including performance metrics, via direct reports and user interface. The amount for this item is \$250,000.
- Empty availability reporting by carrier/by terminal, including specific values from shipping lines, 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. The amount for this item is \$50,000.
- Long-range volume forecasting for both import and export cargo for the Port of Los Angeles, including acquisition of import booking data from shipping lines, data analysis of booking data, including advanced analytic metrics and reporting (via special reports and Control Tower user interface elements). The amount for this item is \$50,000.
- 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. Work would include both special reports and Port Optimizer Track and Trace/Control Tower User Interface development. The amount for this item is \$50,000.
- On-boarding advanced Application Programming Interface (API) connectivity for Truckers and Beneficial Cargo Owners (BCOs), specifically focusing on connectivity within the Licensed Motor Carrier (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 systems, including

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

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 team's work to speed-up/focus on delivery of the project. The amount for this item is \$50,000.

- Hosting, which includes essential managed services to support the Port Optimizer application and data, and 24x7 customer support. The amount for this item is \$50,000 per month from 11/4/2022 to 11/3/2026 for a total of \$2,400,000.
- Analytics, which includes the platform and tools to analyze the Port Optimizer data for insights and opportunities. The amount for this item is \$25,000 per month from 11/4/2022 to 11/3/2026 for a total of \$1,200,000.
- Cyber Security, which includes the platform and tools to protection the Port Optimizer application and data from cyber threats. The amount for this item is \$25,000 per month from 11/4/2022 to 11/3/2026 for a total of \$1,200,000.
- Contingency for continued development beyond the defined scope and unforeseen work required to accomplish objectives for the Port Optimizer. The amount for this item \$1,250,000, which is based on anticipated continued development at a rate of \$250,000 per year from 2022 through 2026. However, contingency funds may be used at any time during the term of the Agreement. In order to use contingency funds, the Executive Director must issue a written directive.

The proposed Fourth Amendment also requests approval to reflect the Consultant's name change. On April 20, 2020, the name of the legal entity "GE Transportation Parts, LLC" was changed to "Wabtec Transportation Systems, LLC". This change is due to the acquisition agreement between Wabtec and GE when it acquired GETP, which required Wabtec to phase out its use of "GE" trademarks, and also to reflect a transition of Wabtec's branding away from GE and more to a Wabtec focus. This is solely an administrative change.

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is approval of the Fourth Amendment with GETP to continue development and operation of the Port Optimizer Project and reflect the vendor's name change, 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 requirements of CEQA in accordance with Article II Section 2(f) and Article III Class 6(2) of the Los Angeles City CEQA Guidelines.

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

**FINANCIAL IMPACT:**

Approval of the proposed Fourth Amendment will increase the not-to-exceed compensation amount by an additional \$6,500,000, for a total not-to-exceed compensation amount of \$22,600,420.

Fiscal Year 2020/21 funding in the amount of \$1,150,000 is available within the Information Technology Division, Account 54310 (Information Systems Consulting Services), Center 0640, Program 000. Upon Board approval, funding for future fiscal years will be budgeted as shown in the following table:

Fiscal Year	Original Agreement No. 16-3425	Restated Agreement No. 17-3425-A	First Amendment No. 17-3425-A	Fourth Amendment No. 17-3425-A	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	\$ 1,450,000
2024/25				\$1,450,000	\$ 1,450,000
2025/26				\$1,450,000	\$ 1,450,000
2026/27				\$650,000	\$ 650,000
Total Not-To-Exceed	\$1,319,050	\$11,781,370	\$3,000,000	\$6,500,000	\$ 22,600,420

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 \$22,600,420.

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

DATE: DECEMBER 1, 2020

PAGE 7 OF 7

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

CITY ATTORNEY:

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

TRANSMITTALS:

1. Third Amendment to Amended and Restated Agreement No. 17-3425-A
2. Fourth Amendment to Amended and Restated Agreement No. 17-3425-A

FIS Approval: 

CA Approval: 



LANCE KANESHIRO  
Chief Information Officer



THOMAS E. GAZSI  
Chief of Public Safety and Emergency  
Management

APPROVED:



EUGENE D. SEROKA  
Executive Director

LK:lk

HOLLY L. WOLCOTT  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
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

August 17, 2021

**OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL**

**Council File No.:** 19-0468  
**Council Meeting Date:** August 17, 2021  
**Agenda Item No.:** 21  
**Agenda Description:** ADMINISTRATIVE AND CATEGORICAL EXEMPTION and TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT relative to the Fourth Amendment Amended and Restated Agreement with Wabtec Transportation Systems, LLC (formerly known as General Electric Transportation Parts, LLC), for the Port Optimizer project.  
**Council Action:** TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT - ADOPTED ITEM FORTHWITH

**Council Vote:**

YES	Blumenfield	YES	Bonin	YES	Buscaino
ABSENT	Cedillo	YES	de León	YES	Harris-Dawson
YES	Koretz	YES	Krekorian	ABSENT	Lee
YES	Martinez	YES	O'Farrell	YES	Price
YES	Raman	YES	Ridley-Thomas	YES	Rodriguez

HOLLY L. WOLCOTT  
CITY CLERK

Adopted Report(s) Title  
Report from Trade, Travel, and Tourism Committee\_8-10-21



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

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

June 22, 2021

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

CD No. 15

Attention: Mr. John White, City Clerk's Office

Subject: RESOLUTION NO. 20-9742 – PROPOSED FOURTH AMENDMENT AMENDED AND RESTATED AGREEMENT NO. 20-3425-D BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC (FORMERLY KNOWN AS GENERAL ELECTRIC TRANSPORTATION PARTS, LLC) FOR THE PORT OPTIMIZER PROJECT

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. 20-9742 authorizing proposed Fourth Amendment Amended and Restated Agreement No. 20-3425-D between the City of Los Angeles Harbor Department and Wabtec Transportation Systems, LLC; which was approved at the December 17, 2020 meeting of the Board of Harbor Commissioners. The proposed Fourth Amendment is required in order to continue development and operation of the Port Optimizer, a first-of-its-kind common user portal that provides a single information window to support enhanced maritime supply chain performance. The proposed Fourth Amendment includes hardware, software and services required for additional enhancements, technical hosting and support, and other required components. The proposed Fourth Amendment will extend the term of Agreement No. 17-3425-A by four additional years, for a total of ten years, and increase the not-to-exceed compensation by \$6,500,000, for a total not-to-exceed compensation amount of \$22,600,420. The proposed Fourth Amendment also changes the Consultant's name to Wabtec Transportation Systems, LLC. 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) in accordance with Article II, Section 2(f) and Article III, Class 6(2) of the Los Angeles City CEQA Guidelines;
2. APPROVE Harbor Department Resolution No. 20-9742 authorizing proposed Fourth Amendment Amended and Restated Agreement No. 20-3425-D between the City of Los Angeles Harbor Department and Wabtec Transportation Systems, LLC; and
3. Return to the Board of Harbor Commissioners for further processing.

Respectfully Submitted,

Handwritten signature of Amber M. Klésges

AMBER M. KLÉSGES
Commission Secretary

cc: Trade, Travel & Tourism Committee
Councilman Buscaino
Councilman Bonin
Councilman Krekorian
Heleen Ramirez, Mayor's Office

Erick Martell, Harbor Representative
Stephanie Magnien Rockwell, Harbor Representative
Janice Chang Yu, CAO
Dennis Gleason, CD15
Matthew Shade, CLA

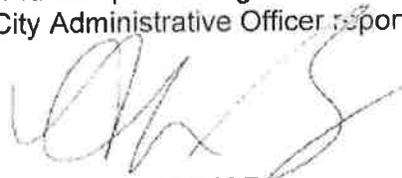
0150-11007-0005

**TRANSMITTAL**

TO Eugene D. Seroka, Executive Director Harbor Department	DATE 06/18/21	COUNCIL FILE NO. 19-0468 17-1060
FROM The Mayor	COUNCIL DISTRICT 15	

**PROPOSED FOURTH AMENDMENT TO AGREEMENT NO. 17-3425-A WITH WABTEC  
TRANSPORTATION SYSTEMS, LLC FOR THE PORT OPTIMIZER PROJECT**

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



MAYOR

(Ana Guerrero for)

RHL:JCY:10210114t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

Date: May 21, 2021

CAO File No. 0150-11007-0005  
Council File No. 19-0468, 17-1060  
Council District: 15

To: The Mayor

From: Richard H. Llewellyn, Jr., City Administrative Officer

Reference: Correspondence from the Harbor Department dated January 7, 2021; referred by the Mayor for report February 1, 2021

Subject: **PROPOSED FOURTH AMENDMENT TO AGREEMENT NO. 17-3425-A WITH WABTEC TRANSPORTATION SYSTEMS, LLC FOR THE PORT OPTIMIZER PROJECT**

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### RECOMMENDATIONS

Approve Harbor Department (Port) Resolution No. 20-9742 authorizing a proposed Fourth Amendment to the Amended and Restated Agreement No. 17-3425-A with Wabtec Transportation Systems, LLC, to change its name from General Electric Transportation Parts, LLC and continue development and operation of the Port Optimizer project for four additional years, for a total term of 10 years and compensation amount not to exceed \$22,600,420; and, return the Resolution documents to the Port for further processing, including Council consideration.

### SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 20-9742 authorizing a proposed Fourth Amendment (Amendment) to the Amended and Restated Agreement No. 17-3425-A (Agreement) with Wabtec Transportation Systems, LLC (Wabtec), formerly known as General Electric Transportation Parts, LLC (GETP) for the Port Optimizer project (Port Optimizer). The Amendment authorizes the name change from GETP to Wabtec and authorizes Wabtec to continue developing, operating, and maintaining the Port Optimizer for four additional years, from November 4, 2022 through November 3, 2026, and increased cost not to exceed \$6.5 million, for a total term of 10 years and compensation limit of \$22,600,420. All other terms and conditions of the Agreement will remain in effect.

The Port Optimizer provides an online cargo database that translates multiple informational programs into a common user interface to support and improve maritime supply chain services and performance at the Port of Los Angeles (POLA). It is the first-of-its-kind common user, digitized informational data portal. The Port Optimizer currently operates with data from all POLA container terminals, twelve shipping lines, United States Customs and Border Protection (CPB), and other

supply chain sources. The Agreement with Wabtec is for development, technical hosting, and maintenance and support of the Port Optimizer and additional enhancement services. The Agreement compensates Wabtec based on a list of deliverables, some on a monthly basis, each with an agreed upon price limit, and includes hardware, software, and services. In addition to the total extended term of 10 years, the proposed Amendment details the updated list of deliverables comprising the increased compensation amount of \$6.5 million, which includes implementation, management, and data hosting of the Port's Dual Transaction Incentive Program (C.F. 21-0212); empty container availability reporting by carrier and terminal; long-range import and export cargo volume forecasting for POLA; cyber security; and a contingency of \$1.25 million for continued development or unforeseen work.

Wabtec is a global freight and rail technology corporation with headquarters in Pittsburgh, Pennsylvania. The Port reports that it initiated the Port Optimizer in November 2016, subsequent to a competitive request for proposals, under Agreement 16-3425 as a one-year pilot project with the General Electric Company (GE), through its GE Transportation Division, to develop a common user interface portal to receive and provide supply chain information. The pilot project included the CPB, one terminal operator, two shipping companies, and a variety of supply chain sources. At its meeting on August 17, 2017, the Board approved an amendment to extend the project under the current Agreement for a total term of three years and compensation limit of \$13,100,420, expanding it to include nine more terminals and eighteen more shipping lines. The Board approved the First Amendment to the Agreement on March 21, 2019, extending it an additional three years and increasing the compensation limit by \$3 million (C.F. 19-0468). The Second Amendment to the Agreement, approved by the Board on October 8, 2019, reallocated approximately \$619,000 of existing funding within the project and authorized the Port Executive Director to make future amendments within existing term and compensation limits. The Third Amendment to the Agreement, approved by the Port Executive Director on May 27, 2020, modified deliverables within the existing term and compensation limits. The Agreement was reassigned to GETP from GE in November 2018, and the Port has a revenue-sharing agreement with GE (now Wabtec) through June 30, 2021, with options for a two-year and subsequent 10-year extension, to commercialize the Port Optimizer (C.F. 17-1060).

The Port reports that funding of \$1,150,000 is budgeted and available for the Agreement in 2020-21, and has requested funding of \$1.1 million as part of the 2021-22 budget process. The Port reports that spending on the Agreement through 2019-20 was approximately \$3.7 million, and that estimated spending under the Fourth Amendment will be \$250,000 in 2020-21.

The City Attorney has reviewed and approved the proposed Amendment as to form and legality. The proposed Amendment and Agreement include provisions to ensure compliance with applicable City Ordinances and contracting and insurance requirements, the State Tidelands Grant trust, and Port Financial Policies. In accordance with Charter Section 373 and Administrative Code Section 10.5(b)(2), the Amendment and Agreement require Council approval because the total term of the Agreement exceeds three years and estimated annual compensation exceeds the 2020-21 exemption limit of \$163,016. The Port has determined that the proposed Amendment is an administrative activity and an activity involving basic data collection and research, and is, therefore, administratively and categorically exempt from the requirements of the California Environmental

Quality Act (CEQA) under Article II, Section 2(f) and Article II, Class 6(2) of the Los Angeles City CEQA Guidelines.

### **FISCAL IMPACT STATEMENT**

Approval of the proposed Fourth Amendment (Amendment) to Harbor Department (Port) Agreement No. 17-3425-A with Wabtec Transportation Systems, LLC will change the name from General Electric Transportation Parts, LLC and continue development and operation of the Port Optimizer project for four additional years, for a total term of 10 years and compensation amount not to exceed \$22,600,420. The Port will continue to be financially responsible for payment of expenditures for the Agreement from the Harbor Revenue Fund. The Port reports that \$1,150,000 of funding in 2020-21 is available in the Harbor Revenue Fund Budget and that future funding needs will be requested through the annual budget process and be subject to approval by the Board of Harbor Commissioners. The proposed Amendment complies with Port Financial Policies and has no impact on the City General Fund.

*RHL:JCY:10210114*

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: January 7, 2021

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

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

SUBJECT: **CHARTER SECTION 373** – PROPOSED APPROVAL OF FOURTH AMENDMENT TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND WABTEC TRANSPORTATION SYSTEMS, LLC (FORMALLY KNOWN AS GENERAL ELECTRIC TRANSPORTATION PARTS, LLC) FOR THE PORT OPTIMIZER PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 20-9742 authorizing approval of Fourth Amendment to Amended and Restated Agreement No. 20-3425-D between the City of Los Angeles Harbor Department and Wabtec Transportation Systems, LLC; which was approved by the Board of Harbor Commissioners on December 17, 2020.

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](mailto:aklesges@portla.org)

cc: Heleen Ramirez, Mayor's Office  
Julia Thayne, Mayor's Office  
Max Reyes, Mayor's Office  
Stephanie Magnien, Harbor Representative  
Erick Martell, Harbor Representative  
City Attorney

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

THIS THIRD 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 ("Consultant").

WHEREAS, there is a need for visibility for critical goods in the city of Los Angeles to collect supply and demand purchase orders from multiple systems to track them as they move through the supply chain within the Port Optimizer data platform.

NOW, THEREFORE, IT IS MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. 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 Third Amendment and Exhibit B), shall be Sixteen Million One Hundred Thousand Four Hundred Twenty Dollars. (\$16,100,420).

2. "Exhibit A-1, Second Amendment" is removed in its entirety and replaced with a revised "Exhibit A-1 Third Amendment" in the form attached hereto and made a part hereof.

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

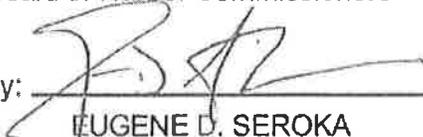
The effective date of this Amendment shall be the date of execution by the Executive Director.

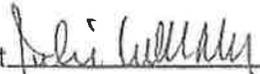
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IN WITNESS THEREOF, the parties hereto have executed this Third Amendment to Agreement No. 17-3425-A on the date to the left of their signatures.

Dated: 5/17/2020

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

By:   
EUGENE D. SEROKA  
Executive Director

Attest:   
AMBER M. KLESGES  
Board Secretary

WABTEC TRANSPORTATION SYSTEMS, LLC

Dated: May 13, 2020

By:   
SCOTT HOLLAND  
Vice President, Digital Operations

Attest:   
PETER THOMAS  
Vice President, Digital Sales

\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

5/21, 2020  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By:   
Heather M. McCloskey, Deputy

## EXHIBIT A-1 (Third 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
Sub-Total					\$14,781,369.67

*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 are part of the Service Offering, as that term is defined in Exhibit H of this Agreement.*

**Description of Scope Enhancements, A13-A18:**

- 1.) The Enhancements for this Third Amendment are the same Enhancements set forth in Amendment No. 1 (Sections A.19-A.21).
- 2.) Automatic Ingestion of Delivery orders from trucking companies - In order to increase the fluidity of cargo going thru the Port, trucking companies truck management systems will communicate via API the delivery orders for containers to the Port Optimizer. The Port Optimizer will have an API to receive this communication and will display on the portal the containers claimed by delivery orders.
- 3.) Dangerous Good Display Platform - The Port Optimizer will consolidate IMO hazardous information from multiple electronic sources and will display each IMO container with the appropriate hazmat code. This display will be the results of EDI message processing and a single source of truth portal display.
- 4.) Ports Volumes Reports Page - The Port Optimizer will display in a single page a report container information about the volume of cargo going thru the ports. This display will be updated as cargo goes thru the port and will consolidate EDI messages from multiple source so that the port community have a better representation of cargo volumes.
- 5.) Additional Core Components (A16-A18) - The Port Optimizer is a platform that runs with constant monitoring, cloud services hosting and technical support. Core components are needed to maintain, monitor and support technical aspects of the platform to ensure it always runs and new cyber security threads are dealt with in a timely manner. The Port optimizer deploys services that run at all times to host the application in the cloud, to monitor for cyber threats and to run analytics routines for the platform to remain up for the Port.

**Description of Scope Enhancements, A23:**

As part of the efforts to provide extended visibility for critical goods in the city of LA, the port optimizer data platform will collect supply and demand purchase orders from multiple systems to track them as they move through the supply chain. To do this, multiple systems will feed supply and demand data to the port optimizer platform and then the port optimizer will retrieve data from multiple data providers. The scope of this enhancement is to:

1. Ingest the supply and demand data from one or multiple systems provided by the City
2. Transform this data into an API
3. Feed it to one or multiple data providers who will then track the purchase orders using their own platforms

**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, 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 Predix environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, GE'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.

**Identified Enhancements – APMT, Maersk, and MSC:**

- Snapshot of the Vessel profile by size
- Local v Rail total vessel volume
- Snapshot of the Vessel profile by IPI destinations
- Alternate View from MTO Site
- Consolidation of BCO on Terminal data
- Visibility into overall status of containers
- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point
- Gate hours
- Chassis Availability
- Snapshot of vessel status unloading
- Two-way communication (input to the portal)
- Repositioning Management tool
- Forecasting Tool
- Interface to the Business Exchange
- Analytics on Import/Export Flows
- Expected Availability
- Rail Info - EB/WB

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

THIS FOURTH 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 ("Consultant") as follows:

1. All references in the Agreement to "GE Transportation Parts, LLC" or "GETP" or "GE" are hereby deleted and replaced with "Wabtec Transportation Systems, LLC" or "Wabtec."

2. Section III.B of the Agreement is hereby removed and replaced in its entirety, as follows:

"B. This Agreement shall be in full force and effect commencing from the date of execution of the Original Agreement and shall continue until the earlier of the following occurs:

1. Ten (10) years have lapsed from the effective date of the Original Agreement (the "Initial Term"); or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement."

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

4. 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 Fourth Amendment and Exhibit B), shall be Twenty-Two Million Six Hundred Thousand Four Hundred Twenty Dollars (\$22,600,420)."

5. "Exhibit A-1 Third Amendment" is removed in its entirety and replaced with "Exhibit A-1 Fourth Amendment" which is attached hereto and made a part hereof.

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

## Budget Information

Date: November 23, 2020

Contractor/Vendor Name: WABTEC TRANSPORTATION SYSTEMS, LLC

Account #	54310	W.O. #	
Ctr/Div #	0640	Job Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
16/17		\$1,031,050	
17/18		\$2,601,265	
18/19		\$6,600,000	
19/20		\$3,693,105	
20/21		\$1,150,000	
21/22		\$1,100,000	
22/23		\$1,425,000	
23/24		\$1,450,000	
24/25		\$1,450,000	
25/26		\$1,450,000	
26/27		\$650,000	
<b>TOTAL</b>		<b>\$22,600,420</b>	
<b>For Acct Div. Use Only:</b>			
Verified by:	<i>M. Ugalde</i>	<small>Digitally signed by Mosey Ugalde Date: 2020.11.24 12:22:11 -0800</small>	
Verified Funds Available:	<i>Jolie</i>	<small>Digitally signed by Frank Liu Date: 2020.11.24 16:16:58 -0800</small>	
Date Approved:	11/24/2020		

# EXHIBIT A-1 (Fourth 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
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A11	Contingency	TBD	TBD	TBD	\$2,618,748.00
A12	Pilot Drayage Application	1	Each	\$368,105.50	\$368,105.50
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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
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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
A1-A32 Sub-Total					\$21,281,369.67
Portal Pilot Sub-Total					\$1,319,050.00
TOTAL:					\$22,600,419.67

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 are part of the Service Offering, as that term is defined in Exhibit H of this Agreement.

**Description of Fourth Amendment Scope Items, A24-A32:**

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.

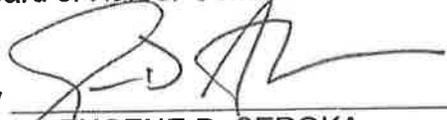
A26 – Long-range volume forecasting for both import and export cargo for the Port of Los Angeles. Including acquisition of import booking data from SSLs, data analysis of EDI 301 booking data, including advanced analytic metrics and reporting (via special reports and Control Tower user interface elements.)

effective.

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

Dated: 08/17/2021

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

By   
EUGENE D. SEROKA  
Executive Director

Attest   
AMBER M. KLESGES  
Board Secretary

Dated: 11/23/2020

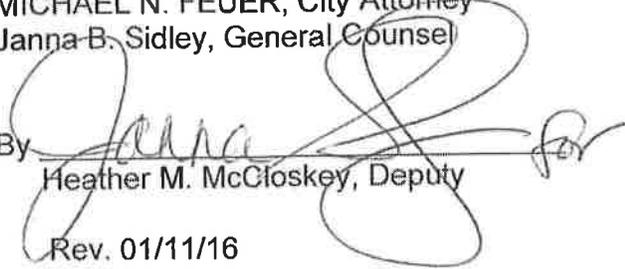
WABTEC TRANSPORTATION  
SYSTEMS, LLC

By:   
SCOTT HOLLAND  
Vice President, Digital Operations

Attest:   
PETER THOMAS  
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

Dec 3, 2020  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By   
Heather M. McCloskey, Deputy

Rev. 01/11/16

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

#### **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, 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.

20-3425-A

HARBOR DEPARTMENT  
CONTRACTS AND PURCHASING DIVISON (CPD)  
APPROVAL OF FINAL AGREEMENT

Project Title: Port Optimizer - Wabtec Transportation Systems

Originating Division: Information Technology

Extension: 7766

Contract Administrator: Lance Kaneshiro

Type of Agreement: 4th Amendment to Amended and Restated Agmt.17-3425-A

- SE GREEN SHEET COMPLETED AND SIGNED
- SE INSURANCE ASSESSMENT
- NA SELECTION COMMITTEE MEMBERS LIST PROVIDED
- NA CONFLICT OF INTEREST STATEMENTS FROM ALL MEMBERS
- NA MEMO TO MOVE FORWARD SIGNED BY SENIOR MANAGER
- NA 1022 DETERMINATION FORM/ PROCESS PROPERLY COMPLETED
- NA UNION NOTIFICATION REQUIREMENT MET
- NA RFP, RFQ, ETC REVIEWED AND RELEASED BY CPD/CITY ATTORNEY
- NA SELECTION PROCESS COMPLETED IN ACCORDANCE WITH RFP
- SE REQUIRED INSURANCE IN PLACE
- SE BTRC NUMBER OR EXEMPTION NUMBER OBTAINED
- SE CONTRACTOR AND ALL SUBS ARE REGISTERED WITH LABAVN (REGISTRATION CONFIRMATION ON FILE)
- NA SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM REQUIREMENT VERIFIED
- NA AFFIDAVIT AND CONSULTANT DESCRIPTION FORMS PROPERLY COMPLETED AND SIGNED
- NA IS ANY PORTION OF THE ANTICIPATED DOLLAR AMOUNT REIMBURSABLE BY A FEDERAL, STATE, OR LOCAL GRANT OR FOUNDATION?
- NA DEBARMENT VERIFICATION
- SE W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

**FOR CPD USE ONLY:**

Reviewed by: Susana Eldridge Digitally signed by Susana Eldridge  
Date: 2021.08.12 17:02:23 -07'00'  
**CONTRACTS & PURCHASING DIV** DATE

Verified by: Susana Eldridge Digitally signed by Susana Eldridge  
Date: 2021.08.12 17:02:47 -07'00'  
**CONTRACTS & PURCHASING DIV** DATE