

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

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.

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

WABTEC TRANSPORTATION SYSTEMS, LLC

Dated: 11/23/2020

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

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	
TOTAL		\$22,600,420	
For Acct Div. Use Only:			
Verified by:		Digitally signed by Mercedes Ugalde Date: 2020.11.24 12:22:11 -08'00'	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2020.11.24 18:18:58 -08'00'	
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
A10	RAILROAD: Data Implementation	1	Each	\$151,050.00	\$151,050.00
A11	Contingency	TBD	TBD	TBD	\$2,618,748.00
A12	Pilot Drayage Application	1	Each	\$368,105.50	\$368,105.50
A13	Automatic Ingestion of Delivery Orders from Trucking Companies	1	Each	\$100,000.00	\$100,000.00
A14	Dangerous Goods Display Platform	1	Each	\$100,000.00	\$100,000.00
A15	Ports Volumes Reports Page	1	Each	\$100,000.00	\$100,000.00
A16	Hosting, Managed services and support, 11/4/2019-11/3/2022	36	Each	\$25,000.00	\$900,000.00
A17	Cyber Security enhancement platform monitoring and support, 11/4/2019-11/3/2022	36	Each	\$25,000.00	\$900,000.00
A18	Analytics platform monitoring and runtime	36	Each	\$25,000.00	\$900,000.00

A19	Empty Returns Enhancements	1	Each	\$100,000.00	\$100,000.00
A20	Port Authority KPI Dashboard	1	Each	\$418,651.18	\$418,651.18
A21	Container Life Cycle API Extensions	1	Each	\$100,000.00	\$100,000.00
A22	API Store for Connected Port	1	Each	\$153,846.14	\$153,846.14
A23	Purchase Order Tracking Pilot	1	Each	\$553,851.18	\$553,851.18
A24	Dual Transaction Incentive Program	1	Each	\$250,000.00	\$250,000.00
A25	Empty Availability Reporting	1	Each	\$50,000.00	\$50,000.00
A26	Long-Range Volume Forecasting	1	Each	\$50,000.00	\$50,000.00
A27	Extended Railroad Data Reporting	1	Each	\$50,000.00	\$50,000.00
A28	On-Boarding Advanced API Connectivity	1	Each	\$50,000.00	\$50,000.00
A29	Hosting, Managed Services, Support, 11/4/22 – 11/3/26	48	Monthly	\$50,000.00	\$2,400,000.00
A30	Analytics Platform, 11/4/22 – 11/3/26	48	Monthly	\$25,000.00	\$1,200,000.00
A31	Cyber Security Platform, 11/4/22 – 11/3/26	48	Monthly	\$25,000.00	\$1,200,000.00
A32	Contingency	TBD	TBD	TBD	\$1,250,000.00
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.)

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.