

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

THIS SIXTH AMENDMENT to the Amended and Restated Agreement No. 17-3425-A ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and WABTEC TRANSPORTATION SYSTEMS, LLC ("Wabtec" or "Consultant") as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____


By _____
EUGENE D. SEROKA
Executive Director

Attest: 
AMBER M. KLESGES
Board Secretary

WABTEC TRANSPORTATION
SYSTEMS, LLC

Dated: Jun 1, 2023

By: 
Alan Fisher (Jun 1, 2023 10:51 CDT)
ALAN FISHER
Group Vice President
Digital Electronics

Attest: 
DON WAGNER
Vice President
Digital Sales

APPROVED AS TO FORM AND LEGALITY

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

By 
Heather M. McCloskey, Deputy

EXHIBIT A-1 (Sixth Amendment)

Statement of Work and Compensation

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

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

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

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

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

Description of Fifth Amendment Scope Items, A24-A35:

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

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

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

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

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

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

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

A30 – Analytics platform monitoring and runtime

A31 – Cyber Security enhancement platform monitoring and support

A32 – Contingency

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

Description of Sixth Amendment Scope Items, A36 – A43:

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

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

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

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

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

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

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

A43 – Contingency

Definitions:

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

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

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

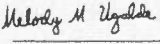

Data implementation: Parsing, mapping, filtering, cleansing of customer data to meet the requirements of the portal.

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

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

Wabtec 6th Amendment

Operating Budget

Account #	54310	W.O. #	
Ctr/Div #	0640	Fac. #	
Proj/Prog #	000		
Budget FY:		Amount:	
23/24		\$9,950,000	
24/25		\$3,450,000	
25/26		\$2,950,000	
26/27		\$650,000	
TOTAL		\$17,000,000	
For Acct Div. Use Only:			
Verified by:	 Melody M. Ugalde 2023.05.31 16:09:05 -07'00'		
Verified Funds Available:	 Digitally signed by Frank Liu Date: 2023.06.01 08:33:16 -07'00'		
Date Approved:	6/1/23		