AGREEMENT NO. 19-3682

BETWEEN THE CITY OF LOS ANGELES
AND
INTEGRATED ENGINEERING MANAGEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and INTEGRATED ENGINEERING MANAGEMENT, a California Corporation, whose address is 302 West 5th Street, Suite 207, San Pedro, California 90731 ("Consultant").

WHEREAS, City requires professional, expert and technical services of Consultant on a temporary and occasional basis to assist the City in managing construction of various port capital improvement projects; and

WHEREAS, Consultant is an organization that provides services, including, but not limited to, those services required by the City and, by virtue of training and experience in providing construction management services, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees and requires Consultant to support and augment staff during peaks in the required workload; and

WHEREAS, Consultant was selected through a competitive bid process;

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

1. Incorporation of Recitals.

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

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "B" hereto and hereinafter shall be referred to as "Scope of Work." Among other things, Exhibit "B" breaks down the Scope of Work into individual tasks and, in some cases, further breaks down such tasks into subtasks, which hereinafter shall be referred to generically as "Tasks" and "Subtasks." The aggregate of all Tasks and, as applicable, Subtasks, comprises the Scope of Work.

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Chief Harbor Engineer of the Construction Division of City's Harbor Department ("Engineer") shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by the Deputy Executive Director of Development for the City's Harbor Department and that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive"). Directives shall specifically identify any services that fall within the meaning of "design professional services" as defined by Section 2782.8 of the California Civil Code to which the indemnity obligation set forth at Section 9.2 of this Agreement shall apply. A Directive's failure to identify such "design professional services" shall bar application of Section 9.2 to that Directive.

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Engineer.

c. Following Engineer's receipt of the Directive signed by Consultant, Engineer shall issue a written document in the form attached hereto as Exhibit "D" that has been signed by Engineer and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Engineer lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Engineer, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted and whom are listed on Exhibit "K" on the effective date of this Agreement, or whom Engineer may subsequently approve in writing ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Engineer's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant's performance of the Scope of Work shall adhere in all respects to the schedule set forth in a Directive.

2.6 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.7 Engineer shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Engineer, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Engineer's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.7 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.8 Consultant's representative responsible for administering this Agreement, BEHJAT ZANJANI, PRESIDENT ("Project Manager"), shall not be changed without Engineer's written approval. Engineer may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.9 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.10 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.10 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.11 Consultant shall promptly consider and implement, to the reasonable satisfaction of Engineer, any written comments of Engineer.

2.12 Consultant shall review information provided by City's Harbor Department, whether in the form of drawings, documents, and/or written or verbal comments, excluding survey data. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Engineer in writing.

2.13 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Engineer. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to any schedule set forth in a Directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a Directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the Project and the use of the Project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Engineer, shall assist in completing the Scope of Work.

3.2 City's Harbor Department shall provide all necessary copies and prints of the Final PSEs for bid advertisement and construction.

3.3 City's Harbor Department shall provide survey, construction inspection, construction contract administration and soil compaction-testing services unless the Scope of Work provides otherwise.

3.4 Consultant shall provide Engineer with reasonable advance written notice if it requires access to the Project area or any other premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Engineer, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that the Project area may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.5 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until after the

expiration of the fifth Council meeting day after approval of this Agreement by Board, or the date of Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed five (5) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Engineer determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Engineer, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Engineer. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Five (5) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60)-day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars ($2,000,000) to be paid as specified in Exhibit "F."

5.2 Compensation payable under this Agreement includes payment for all labor, travel, per diem, fringe benefits, general and administrative expenses, overhead, profit, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses"). As such, Consultant shall not be entitled to separate reimbursement of Expenses under this Agreement. No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "F" expressly so allows. Compensation payable under this Agreement shall be on a (1) fixed fee, (2) hourly, or (3) combined fixed fee and hourly basis in accordance with the terms below, as may be more particularly specified in Exhibit "F."

a. Fixed Fee. Lump sum compensation for satisfactory performance of Tasks identified as "Lump Sum" in the Directive.

b. Hourly Fee. An amount equal to the product of the hours expended by Consultant and the applicable hourly rates set forth in Exhibit "F" for time actually spent in the performance of Tasks identified as "Not-to-Exceed" in the Directive. The rates identified in Exhibit "F" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged.

5.3 If the term of this Agreement exceeds two (2) years and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "F" after twenty-four (24) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than three percent (3%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "F" shall be revised, replaced and renumbered as Exhibit "F-1," Exhibit "F-2," etc., as applicable.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in the Directive. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If

payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

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

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

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

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

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

> For payment and processing, all invoices shall be mailed to the following address:
>
> Accounts Payable Section
> Harbor Department, City of Los Angeles
> P.O. Box 191
> San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any

other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

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

7. Consultant Is An Independent Contractor.

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

8. Business Tax Registration Certificate.

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

9. Indemnification.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and

cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

9.2 Indemnification for Design Professional Services

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

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

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

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars ($1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a

defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(b) Automobile Liability Insurance

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

(c) Workers' Compensation and Employer's Liability

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

(d) Professional Liability Insurance

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

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

10.2 Insurance Procured by Consultant on Behalf of City

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

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ___, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

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

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

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

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

10.3 Required Features of Coverages

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

(a) Acceptable Evidence and Approval of Insurance

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

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

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given a 10-days' notice of cancellation for nonpayment of premium and a 30-days' notice of cancellation for any other reason by written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

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

(e) Renewal of Policies

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

10.4 Right to Self-Insure

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

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.

5. Consultant provides the name and address of its claims administrator.

6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.

7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

8. Consultant has complied with all laws pertaining to self-insurance.

10.5 Accident Reports

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

11. Personal Services Agreement.

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

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.4. All Subconsultants whom Consultant utilizes, however,

shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

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

13. Affirmative Action.

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

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

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "K."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at http://www.labavn.org.

15. Conflict of Interest.

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

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

16. Compliance with Applicable Laws.

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

17. Trademarks, Copyrights and Patents.

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

18. Proprietary Information.

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

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. City's Disclosure Obligations.

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

21. Notices.

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

22. Taxpayer Identification Number ("TIN").

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

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

Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

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

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

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

25. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable.

Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "L."

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

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

> Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions
>
> As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at http://ethics.lacity.org/ or by calling 213-978-1960.

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

27. State Tidelands Grants.

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

28. Construction of Agreement.

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

29. Titles and Captions.

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

30. Modification in Writing.

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

31. Waiver.

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

32. Governing Law.

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

33. Severability.

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

34. Jurisdiction.

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

35. Integrated Agreement.

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

36. Exhibits; Sections.

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

37. Counterparts.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

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

Date: _____

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

INTEGRATED ENGINEERING MANAGEMENT

Date: 06/25/2019

By: _____

Name: BEHJAT ZANJANI

Title: PRESIDENT

Attest: _____

Name: MAGGIE BRAUN

Title: OFFICE MANAGER

APPROVED AS TO FORM AND LEGALITY
_____, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
MINAH PARK, Deputy

Account #	54225	W.O. #	11111
Ctr/Div #	1900	Job Fac. #	111-11
Proj/Prog #	000		

Budget FY:	Amount:
19-20	$400,000
20-21	$400,000
21-22	$400,000
23-24	$400,000
24-25	$400,000
TOTAL	$2,000,000

For Acct/Budget Div. Use Only:

Verified by: _____

Verified Funds Available: _____

Date Approved: 8/5/19

Rev. 12-18-18

1. INTRODUCTION

1.1 Brief Overview of the Project

The Construction Division is soliciting proposals from qualified consultants to provide the additional capabilities to complete construction projects, when Harbor Department staff or expertise is not available.

The duration of the contract awarded as a result of this RFP is expected to be five years from the date of execution of the agreement.

After approval of an agreement by the Board of Harbor Commissioners and the Los Angeles City Council, the Executive Director will have authority to approve work on a specific project through the use of a Project Directive. The Project Directive will define the scope of work, maximum cost, schedule, terms of payment, deliverables, work site, personnel or sub-consultant(s) to be utilized, and other pertinent details. Directives will be issued to selected consultants based on their expertise, availability, and cost necessary to complete the work.

1.2 The Port of Los Angeles

The Port of Los Angeles, Southern California's gateway to international commerce, is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities.

The Port of Los Angeles encompasses 7500 acres, covers 43 miles of waterfront and features 27 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 176 million metric revenue tons of cargo annually. In 2016, the Port moved 8.8 million TEUs, maintaining its rank as the number one container port in the United States.

The Port of Los Angeles has a strong commitment to developing innovative strategic and sustainable operations that benefit the economy and the quality of life for the region and the nation it serves. As the leading seaport in North America in terms of shipping container volume and cargo value, the Port generates 954,000 regional jobs and $35 billion in annual wages and tax revenues. A proprietary department of the City of Los Angeles, the Port is self-supporting and does not receive taxpayer dollars.

1.3 The Construction Division

The Harbor Department's Construction Division is responsible for successfully managing all construction contracts and construction-related consultant agreements for the Harbor Department's Capital Development Program. Construction management-related responsibilities of the Division include, but are not limited to:

- Participating in design reviews and performing constructability/bid-ability reviews on all projects, and value engineering reviews on select projects;
- Managing advertising contracts for bids, receipt of bids, and award of contracts;
- Reviewing and processing all Requests For Information (RFIs) and shop drawings;
- Reviewing and approving construction schedules;
- Providing survey, inspection and materials testing services for all construction contracts;
- Processing all construction and consultant progress payments;
- Providing coordination between customers, contractors, utility companies, community groups, government agencies and other City departments;
- Performing environmental mitigation, monitoring, and reporting during construction;
- Ensuring contractor compliance with regulatory requirements; and
- Recommending construction packaging to enhance contractor efficiency.

The Division's management philosophy aims at achieving successful delivery of construction projects within the constraints and requirements of quality, budget and schedule, while minimizing construction impacts on the environment, community and customers.

1. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

Consultant shall provide construction management services, administration and coordination for the Project, as defined in the Project Directive, to facilitate timely and cost effective completion of the work. All services in this Contract shall be known as "Basic Services" except those specifically described as "Optional Services".

In rendering the services required, Consultant shall comply with applicable laws and regulations and include necessary consultations and conferences with personnel of City, County, State, or Federal agencies, which may have jurisdiction over, or have an official interest in, the construction of the Project. This includes officers and employees of the City, representatives of the Board, the Engineer, the Design Consultant and other entities, in order to determine all relevant requirements for and coordinate the construction of the Project. Changes in laws or regulations which require Consultant to expend significant and substantial additional effort will be the basis for adjustment of Consultant's compensation pursuant to the "Additional Services" provisions of this Agreement.

During construction phase and post-construction phase services, Consultant's field office personnel will be provided offices in on-site field trailers provided by the Contractor.

2.1 Project Scope of Work

The following items will be part of the scope of work for this project:

A. PRE-CONSTRUCTION SERVICES

1. Constructability Review. Review the contract documents and determine the adequacy and completeness of the contract documents for both bidding and construction of the project. Review shall consider information from the contract documents, reference documents, geotechnical and other reports, permits and a site inspection. Identify particular risks, including conflicts, errors or omissions in the contract documents, which could impact schedule, cost or quality of the work. Develop a preliminary construction schedule for completing the work within the time required in the contract documents considering interim milestones, phasing and constraints, and compare to schedule developed by Design Consultant. Recommend liquidated damages, as appropriate.

2. Construction Management Procedures. Obtain from the Engineer and review the latest edition of the Construction Division Procedures Manual. In consultation with the Engineer, determine and document the construction management and administrative procedures and processes to be utilized during the project, including a document control system and the format of documents to be prepared by Consultant.

3. Pre-Bid Meeting. Attend and participate in the meeting, prepare minutes and assist in resolution of issues and questions raised in the meeting.

4. Bid Support. Manage and respond to inquiries from potential bidders in conjunction with the Designer and the Engineer.

5. Bid Analysis. Assist Harbor Department staff in determining which bids are responsive and which bidder is the lowest, responsible bidder to whom award may be recommended.

6. Public Outreach. Provide public outreach services including preparation of a Communication/Outreach Plan, Construction Alert Coordination, assistance in conducting Public Information/Update Meetings and Stakeholder Meetings, and Project Hotline Support.

B. CONSTRUCTION SERVICES

1. Construction Start-Up. Upon award of the construction contract and execution of the contract, perform services necessary for the start of construction including, but not limited to, coordinating and conducting initial scheduling meetings, pre-construction meeting(s), coordination meetings, and safety meetings, if applicable. Monitor and assist in the Contractor's acquisition of photo identification badges for Contractor personnel requiring unescorted access to secure areas. In consultation with the Harbor Department and the Contractor, develop and disseminate emergency notification instructions.

2. Contractor's Construction Schedule. The Contractor's baseline construction schedule shall show logical sequencing of construction activities and completion of the Project within the specified time limits. Contract documents generally require the base line schedule to be prepared with Oracle's Primavera P6 v15.2 or later. Consultant shall review the Contractor's construction schedule submittals and make appropriate written comments and recommendations. Schedule submittal reviews shall include all contractually required deliverables, including baseline schedule, work force, equipment and material resource loading, cash flow curves, and variance reports. Scheduling services shall include, but shall not be limited to, the following:

   a. Review Contractor's baseline construction schedule for compliance with contract requirements, number of activities, logic and sequencing, duration of activities, procurement times and submittal review times, critical activities, milestones, and float. Prepare written comments and recommendations, especially regarding any potential omissions, conflicts or delays. Coordinate and conduct a construction scheduling meeting with the Contractor, critical subcontractors, and the Engineer to review the construction schedule, comments, and recommendations. If required, review the Contractor's baseline schedule re-submittal and make appropriate comments and recommendations until the baseline schedule is accepted.

   b. Provide parallel schedules to the Contractor's monthly update schedules based on field observations and weekly (three-week look ahead) schedules. Review other schedule related submittals including workforce, equipment, and material resource loading and cash flow projections for coordination with the baseline schedule. Prepare written comments and recommendations.

   c. Review the updated or revised construction schedules submitted by Contractor in accordance with the Contract Documents. Based upon the Contractor's weekly schedule submittals, observations of Consultant and information from Daily Inspection Reports, Consultant shall verify actual activity dates and the remaining durations in the updates, and review and analyze forecasts of work force, equipment, and material resources, and cash flow projections. Consultant shall identify modifications and variations from the last approved schedule (logic, activities, durations, etc.) and prepare written comments and recommendations based on the schedule update analysis.

   d. In instances where an updating or revision of the construction schedule indicates an actual or potential delay of Project completion, Consultant shall advise the Engineer of available alternatives and, with approval of the Engineer, take appropriate actions. The Consultant shall review and analyze the Contractor's requests for time extensions, the cost of compensable delays, perform "what if" analyses to identify opportunities to mitigate delays, and provide appropriate comments and recommendations to the Engineer. The Consultant shall monitor and review the duration of the individual construction phases and recommend if liquidated damage assessments are warranted.

   e. Consultant shall .monitor the adequacy of Contractor's equipment and personnel resources, the performance of subcontractors and suppliers, and the availability of materials and supplies in relation to the work projected in the Project schedule forecasts.

3. Project Meetings. Consultant shall prepare and distribute meeting notices and agendas, and shall conduct regularly scheduled weekly job meetings with Contractor, Design Consultant's representatives, Harbor Department representatives, and other City and governmental personnel as may be required to advance the timely progress of the work. In addition, Consultant shall coordinate, conduct, and distribute minutes of other special meetings as required during construction. Consultant shall prepare, review and distribute the minutes of meetings within two working days.

4. Change Orders / Authorities for Adjustment. Consultant shall arrange for and process all changes to the construction contract, including estimating costs, performing delay analyses, reviewing Contractor price quotations, negotiating costs, coordinating with the Design Consultant, and preparing change orders and Authorities for Adjustment in accordance with Harbor Department standards. Consultant shall also maintain a log and records of all changes.

5. Shop Drawings, Materials and Samples. Consultant shall review shop drawings and provide comments. Consultant shall arrange for and process for review by the Design Consultant, the Harbor Department, and other agencies as applicable; all shop drawings, materials and materials testing, samples, and other submittals by the Contractor. Consultant shall monitor the construction schedule to verify that submittals are made in accordance with the construction schedule, and shall log and track all submittals. Review and processing of submittals is a priority activity. Every effort shall be made to return submittals within two weeks of receipt from Contractor.

6. Requests for Information. Consultant shall arrange for and process such drawings and written memoranda as necessary to either clarify the intent of the Contract Documents, and/or complete the same, between the Contractor, Design Consultant, and the Engineer. The Consultant shall log and track all Requests for Information (RFIs) submitted by the Contractor. Review and processing of RFIs is a priority activity. Every effort shall be made to respond to RFIs within three days of receipt from Contractor.

7. Web-Based Construction Management System. The Consultant shall utilize a Construction Management system to be designated and provided by the Harbor Department. The Harbor Department will provide the Consultant with access to the system, a user's manual, training, and further assistance if needed. The system will be used to generate, coordinate, manage, and transmit submittals and RFIs as appropriate.

   Logs will be maintained daily in the field and periodically, printed, distributed, and reviewed at weekly meetings.

8. Other Web Based Systems. Consultant may be required to utilize other systems as directed by the Engineer. Such systems shall be provided by the Harbor Department.

9. Document Control System. Consultant shall maintain a neat, organized filing system for all Project records, including contract document revisions, shop drawings, change orders, requests for information, field memos, contract clarifications, purchase orders, and monthly progress payments, Contractor's construction schedules, correspondence, and other related documents.

10. Coordination. It is the intent of coordination to proactively cause the work to be progressed in an efficient and effective manner in accordance with contract provisions, to anticipate and avoid or mitigate conflicts and adverse impacts, and minimize the cost of the work to each entity including the Harbor Department. Coordination for obtaining permits from various agencies for both projects is within the scope of work. Consultant shall perform project coordination with respect to the following entities:

    a. Coordination of Project Team
        - Los Angeles Harbor Department; and
        - Design Consultants and their associated subconsultants.

    b. Coordination with Construction Contractor(s)
        - Construction Contractor and its subcontractors; and
        - Other contractors on or adjacent to the project site.

    c. Coordination with other Governmental Agencies
        - South Coast Air Quality Management District;
        - Regional Water Quality Control Board;
        - City of Los Angeles Department of Building and Safety;
        - City of Los Angeles Department of Public Works;
        - California Department of Transportation;
        - Los Angeles Department of Transportation; and
        - Other government agencies having jurisdiction on the specific projects.

    d. Coordination with Utility Agencies & Third Parties
        - Water, power, and telephone providers;
        - Petroleum companies; and
        - Other utility owners impacted by the construction.

    e. Coordination with Adjacent Tenants
        - Adjacent tenants impacted by the construction work or with a contractual interest in its completion.

11. Payments. Consultant shall coordinate with Harbor Department Inspection staff and Contractor in the preparation, review, and recommendation for approval of all monthly progress payments, including any quantity and cost breakdowns submitted by Contractor per the project specifications.

12. Monthly Progress Reports. Consultant shall prepare and present monthly progress reports summarizing project performance with respect to scope, time, and cost as required by the Engineer.

13. Accounting and Cost Control. Consultant shall monitor Project costs including, but not limited to:

    a. Tracking of Contractor's monthly progress payments;
    b. Tracking of proposed and final changes to the construction contract;
    c. Review Contractor's monthly quantity and cost breakdowns with the Contractor's cost

loaded schedule and provide comments and recommendations for the Engineer;

d. Tracking of Contractor's monthly quantities with respect to the approximate quantities in the Bid Proposal;
e. Monitor and segregate costs for state or grant funded elements of project, if any; and
f. Tracking of Contractor's daily time and material sheets to ensure costs of changes do not exceed authorized amounts.

14. Daily Log. Consultant shall maintain a daily log of jobsite events.

15. Photographs. Consultant shall compile an electronic file of Project progress and record photos at appropriate times including those supplied by Contractor(s) and/or other parties. Electronic files shall be stored in formats and file sizes using file-naming conventions deemed appropriate by the Engineer.

16. Site Representatives. Consultant shall provide on-site Construction Management staff for field visits through all phases of construction. Consultant shall furnish on-site representatives to assist the Harbor Department in monitoring and coordinating the operations and performance of Contractor by reviewing the sequence of work and directing, with Harbor Department approval, actions to mitigate actual or anticipated conflicts, interferences and delays so that work is accomplished in accordance with the current, approved schedule. Consultant shall assist in resolution of construction problems that may require design changes, modifications, technical interpretations, or other actions. Consultant shall review and monitor Contractor's security and housekeeping practices and shall, with Harbor Department approval, coordinate plans for traffic and material flow.

17. Inspection. Consultant shall monitor, receive, and review daily reports from Inspectors of the work performed by Contractor and notify the Engineer, in writing, of any significant deviations from the Contract Documents. Consultant shall recommend remedial action to correct unacceptable work of Contractor. Consultant shall provide on-site inspectors upon request by the engineer for inspection of specialized elements of the project.

    Consultant shall inspect each stage of construction with the Harbor Department and the Contractor prior to the Harbor Department's acceptance or beneficial occupancy for the completed stage of work. Consultant shall prepare a report to document the results of the inspection, and shall prepare a Notice of Substantial Completion or Beneficial Occupancy for each completed phase. Consultant shall attend the final inspection and shall report the results and make appropriate recommendations to the Harbor Department concerning beneficial occupancy of Project or any part thereof. In cooperation with the Harbor Department and Contractor, Consultant shall observe and report with regard to the checking of utilities, operating systems, and equipment for readiness.

18. Environmental Compliance. Environmental Manager shall, while reporting to the Project Construction Manager for each project, be familiar with all environmental compliance (within project specification) requirements of each contractor and monitor that all compliance measures are met before, during, and after construction. The Environmental Manager shall also perform Quality Assurance task for the project. Monitoring includes periodic audits of environmental compliance related-project files and preparation of required documents for eventual submittal to the Harbor Department's Environmental Management Division. In addition, Consultant shall conduct environmental testing (soil, groundwater, etc.), as well as provide materials testing services, monitor, and observe and prepare reports as required for construction of the project.

In addition, the Consultant shall:

- Be a registered Environmental Manager;
- Possess Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) certification;
- Provide a Leadership in Energy and Environmental Design (LEED) accredited professional to manage construction phase activities related to LEED administration, certification, and commissioning of buildings;
- Provide emissions monitoring during construction as required by the Harbor Department's Construction Emissions Policy adopted by the Board on February 21, 2008; and
- Implement the latest National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges associated with construction activities.

19. Quality Control and Assurance. Consultant shall review the Contractor's quality control program and provide results of such review to the Harbor Department. Consultant shall also notify the Harbor Department of any instances of non-compliance with the Contractor's quality control program of which the Consultant is aware, or becomes aware. Consultant shall provide Acceptance Testing and Independent Quality Assurance services, as directed by the Engineer.

    Consultant shall monitor and enforce Project Labor Agreement (PLA) requirements to promote efficiency of construction operations and quality of work, and provide for orderly settlement of labor disputes and grievances.

20. Partnering. Organize, sponsor, and facilitate executive and full team workshops and follow-up sessions, analyze all monthly evaluations from selected Harbor Department, Consultant and Contractor staff, and provide a monthly report summarizing the monthly evaluations. Partnering goals include: resolving problems in a timely, professional, and non-adversarial manner; and delivering a quality project, safely, on time and within budget. The word "partnering" as used in this Paragraph denotes a facilitation concept and does not create a partnership or joint venture between the parties.

    Partnering facilitator qualifications:

    A. For small to medium projects – Must have facilitated at least 25 projects with a combined construction value of at least $50 million, of which at least 5 projects were in a marine environment.

    B. For large projects – Must have facilitated at least 25 projects with a combined construction value of at least $400 million, of which at least 10 projects were in a marine environment.

        i. Task No. 1 – Initial Partnering Workshop
        Consultant shall provide a facilitator for an, initial one or two-day partnering workshop, which shall include an Executive Session and a Full Team Session for each project. The facilitator shall provide all necessary equipment and supplies to conduct Task No. 1.

ii. Task No. 2 – Follow-Up Sessions
Consultant shall provide a facilitator for half-day quarterly partnering follow-up sessions, at the direction of the Engineer. The facilitator shall provide all necessary equipment and supplies to conduct Task No. 2.

iii. Task No. 3 – Monthly Evaluations
Consultant shall provide Monthly Evaluations and Monthly Analysis Reports, which will be used to monitor the status of partnering efforts and issues. See Attachment No. 1 for a sample of a Monthly Evaluation Form and an Evaluation Report/Summary.

21. Claims Management. Consultant shall assist with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

a. Maintain a potential claim file for any issue, which will or may have a potential to result in a claim for additional time or cost;
b. Gather site and other relevant information relating to potential claims or actions including associated correspondence, reports and meeting minutes;
c. Direct and monitor time and materials work in conjunction with Harbor Department Inspectors for potential claims or changes to the contract;
d. Render assistance to the Harbor Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims, and making written recommendation(s) regarding claim disposition; and
e. Assist the Harbor Department in negotiating resolutions to such claims or actions.

22. Specialized Scheduling Services. Consultant shall provide scheduling services necessary to assist with changes to the construction contract, and assist with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

a. Perform delay analyses;
b. Render assistance to the Harbor Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the development of "what if" and "but for" scenarios and schedule analyses where appropriate, and making written recommendation(s) regarding claim disposition; and
c. Assist the Harbor Department in negotiating resolutions to such claims or actions.

23. Independent Cost Estimating Services. Consultant shall provide cost estimating services necessary to assist with changes to the construction contract, and with the resolution of claims or actions arising during construction. Specifically, Consultant shall:

a. Review and analyze potential changes to the construction contract;
b. Provide independent estimates for proposed changes to the construction contract;
c. Review Contractor price quotations and assist with negotiating costs;
d. Render assistance to the Harbor Department regarding any claim made or any litigation or action commenced which relates to construction of the Project including the review and investigation of all claims; and
e. Assist the Harbor Department in negotiating resolutions to such claims or actions.

24. Safety Programs. Consultant shall review Contractor's health and safety plan and provide results of such review to City. Consultant shall also notify Department of any instances of noncompliance with safety programs of which Consultant is aware, or becomes aware. Consultant shall not be required to make safety inspections nor shall Consultant have any responsibility for implementation of Contractor's safety program. Consultant shall have sole responsibility for implementation of its own safety program.

25. City Furnished Materials. Consultant shall monitor and assist in procurement of City furnished equipment and materials, if any.

26. As-Built Drawings. Consultant shall establish controls for, monitoring and reporting to the Harbor Department on, the maintenance by Contractor of record drawings. The intent of said controls is to ensure the record drawings are maintained on a current basis and to authorize the monthly payment (if any) for maintenance of record drawings in accordance with the project specifications.

27. Asbestos and Lead Services. Consultant shall provide site assessments for asbestos and lead, including sampling, testing, and reporting of asbestos/lead; provide specifications for asbestos/lead abatement work for inclusion in construction contract documents; and provide monitoring/oversight of asbestos and lead abatement during demolition and renovation work.

28. Soil Testing Services. Consultant shall provide soil testing & reporting services, including sampling, testing, and reporting of soil conditions; provide specifications for horticultural soil suitability work for inclusion in construction contract documents; and provide monitoring/oversight of soil conditions for landscape projects.

29. Inspector. Consultant shall provide rail inspection services, including the periodic inspection and monitoring of railroad tracks to ensure that safety and health regulations are in place, preparing reports when necessary if violations appear or if there are any deviations from Contract Documents, and determining the need for safety meetings pertaining to the proper inspection procedure for track facilities.

30. Hydrographic Survey. Consultant shall provide hydrographic survey services using a survey vessel with multi-beam capability. Consultant shall also have the capability to provide sounding maps and provide volume calculations using the latest industry standards. Consultant shall also have the capability to provide airborne lidar bathymetry using an unmanned drone.

31. Aerial Photography and Videography Services. Consultant shall provide aerial photography and videography services of construction projects within the Port of Los Angeles, using drones/ unmanned aerial vehicles, at the request of the Engineer. Services must abide by all applicable laws and regulations. Consultant shall be responsible for obtaining any necessary clearances, permits, or approvals required to perform such services.

32. Construction Observation Cameras. Consultant shall provide construction photographic documentation via an internet based interface through a managed service. The cameras shall take high-resolution 24 megapixel digital images at intervals specified by the Engineer. The cameras shall be in a weather resistant housing that is tamper and impact

resistant, and includes a wiper. The camera and enclosure shall be designed to be mounted on an existing fixed pole. Camera and associated equipment shall have the option of being powered by solar panels, where an external power source is not available.

The cameras shall upload images over a wireless cellular modem to a secure, password protected website with an interface and software features provided by an internet-based interface and online software as a managed service, to allow the viewing of all high-definition digital still images captured and stored, from any location with internet access via a secure password protected website. The website shall display the Port of Los Angeles name and logo, project name, camera designation and camera location. The interface shall also provide instant time lapse play back. Users shall be able to share images – save, print, email. The interface shall also provide a multi-view screen to view all of the cameras on a project at the same time.

All images are the copyright of the Harbor Department and protected on secure servers owned and operated by the system vendor. At the completion of the Project, the Consultant shall provide a time lapse video of the project using at least one image per day of the entire project. At the completion of the project, the Consultant shall provide to the Engineer all still images taken of the project in high resolution digital JPEG format. The date and time each photograph was taken shall be included in the file metadata.

33. As-Needed Services. Provide other additional as-needed construction management services as directed by the Engineer.

C. POST-CONSTRUCTION SERVICES

1. Project Close-Out Administration. Consultant shall provide contract closeout services and obtain, coordinate and transmit to the Harbor Department, Contractor-provided information such as guarantees, warranties, certifications, final permits, record drawings, releases, affidavits, operation and maintenance manuals, and other items required by the Contract Documents. Consultant shall review preliminary and final punch lists prepared by Design Consultant and/or Inspection and shall coordinate with the Contractor to complete all items. Consultant shall:

   a. Coordinate, schedule, and participate in a final inspection of the Project;
   b. Schedule and coordinate all start-up and commissioning of equipment, including, but not limited to:

      i. coordinate pre-start-up meeting with contractor, designer and Harbor Department staff to confirm equipment is ready for testing/operation and the Contractor's plan for start-up;
      ii. observe, with Designer and Inspection, the field testing and adjustment of equipment;
      iii. ensure equipment operation and maintenance manuals have been submitted by Contractor and accepted by Engineer and Harbor Department operations and maintenance personnel;
      iv. coordinate instruction sessions for Harbor Department and/or tenant personnel in proper operation and maintenance of equipment; and
      v. If specialized maintenance is required, ensure that necessary maintenance contracts are in place to support start of operations;

c. Make recommendations that may be beneficial to the Harbor Department during initial operating period;
d. Negotiate final Authorities for Adjustment and obtain subcontractor releases;
e. Obtain and verify the completeness of the Contractor's record drawings and transmit them to the Harbor Department;
f. Perform warranty administration for warranty issues raised by operations and maintenance personnel; and
g. Upon completion and acceptance of the Project, deliver to the Harbor Department computer hardware/software and other equipment purchased through this contract and all project documents and records, both hard copy and electronic.

2. Post-Mortem Report. In conjunction with the Engineer, coordinate a meeting with key team members, including the Designer and Contractor, to identify particular problems, challenges, and successes during the construction phase of the project. Prepare a report of the findings and any recommendations regarding changes to policies and procedures to improve future performance.

Form of Directive

Date

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

Attn: (Project Manager)

SUJBECT: DIRECTIVE NO. ___
PROJECT TITLE_____
AGREEMENT NO. _____

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

Task	Services	Authorized Amount
1	_____	$_____ (Lump Sum)
2	_____	$_____ (Not to Exceed)

Consultant shall provide all required tasks, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within ___calendar days from the transmittal of a written Notice to Proceed.

When invoicing for the services covered by this Directive, please identify fees for this Directive as follows:

LAHD EWO No. LAHD Job No. _____
LAHD Center No. LAHD Program No. _____
LAHD Account No. _____

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

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

EXHIBIT C

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

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

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

Sincerely,

SHAUN SHAHRESTANI
Chief Harbor Engineer
Director of Construction

ACCEPTED:

_____
(Consultant Name)
Consultant

Date: _____

APPROVED:

_____
ANTONIO V. GIOIELLO
Deputy Executive Director

Date: _____

EXHIBIT C

Form of Notice to Proceed

(Date)

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

Attention: (Project Manager)

Subject: Notice to Proceed – Directive No. _____
Agreement No. _____
(Project Name)

This is to notify and direct you to commence performance of the subject Directive. Enclosed is your set of the executed Directive documents.

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

Very truly yours,

SHAUN SHAHRESTANI
Chief Harbor Engineer
Director of Construction

Enclosure: Directive No. _____

EXHIBIT D

EXHIBIT E

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EXHIBIT F

HOURLY RATES & UNIT PRICES
ON CALL CONSTRUCTION MANAGEMENT SERVICES

These hourly rates & unit prices include other direct costs, indirect costs, and expenses, except as noted below. Subconsultant invoices for Estimated Amount tasks are subject to a 5% mark-up. Any subconsultant mark-ups for Fixed Fee tasks will be included in the fixed fees. Overtime will be billed at the same hourly rates indicated below, with no premium or surcharge.

IEM billing rates:

Classifications	Hourly Rates
Principal	$255
Senior Project Manager	$210
Project Manager	$200
Staff Project Manager	$180
Senior Construction Manager	$210
Construction Manager	$200
Staff Construction Manager	$180
Senior Project Engineer	$165
Project Engineer	$160
Staff Project Engineer	$155
Office Engineer	$150
Senior Cost Estimator / Scheduler	$195
Cost Estimator / Scheduler	$190
Staff Cost Estimator / Scheduler	$185
Senior Inspector	$150
Inspector	$140
Staff Inspector	$135
Document Control Specialist	$115

Vehicles will be billed as a $7.00 surcharge to hourly rates of assigned project classifications, or as a direct cost at $1200.00/month/vehicle.

W.E. McCleish & Associates

W.E. McCleish & Associates billing rates:

Classifications	Hourly Rates
Kick-Off Partnering Workshop	$2,900 LS/Day
Follow-Up Partnering Workshop	$1,450 LS/Workshop
Monthly Partnering Workshop	$465 / Month
Directed Related Expenses	Charged at Cost

RAILPROS

Rail Pros billing rates:

Classifications	Hourly Rates
RE/CM RR track and Signal - 1	$197
RE/CM RR track and Signal -2	$177
Civil/Track inspector	$102
Systems Cutover Manager	$205
Sr. Systems and Signals inspector	$196
Signals Inspector	$176
CM RR Structures	$239
RR Structures Inspector	$139

Highball Signal, Inc.

Highball Signal billing rates:

Classifications	Hourly Rates
Signal Engineer	$183
Signal Inspector	$178

Ninyo & Moore

Ninyo & Moore billing rates:

Classifications	Hourly Rates
Principal Engineer/Geologist/Environmental Scientist	$195
Senior Engineer/Geologist/Environmental Scientist	$185
Senior Project Engineer/Geologist/Environmental Scientist	$185
Certified Asbestos Consultant, Lead Inspector/Assessor, Lead Project Monitor	$185
Project Engineer/Geologist/Environmental Scientist	$175
Senior Staff Engineer/Geologist/Environmental Scientist	$150
Staff Engineer/Geologist/Environmental Scientist	$145
Certified Site Surveillance Technician, Lead Sampling Technician	$145
GIS Analyst	$125
Field Operations Manager	$125
Supervisory Technician	$115
Nondestructive Examination Technician, UT, MT, LP	$109
ACI Concrete Technician & Concrete/Asphalt Batch Plant Inspector	$109
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	$109
Senior Field/Laboratory Technician	$106
Field/Laboratory Technician	$103
Technical Illustrator/CAD Operator	$103
Information Specialist	$85
Geotechnical/Environmental/Laboratory Assistant	$80
Data Processing, Technical Editing, or Reproduction	$75
OTHER CHARGES	
Expert Witness Testimony	$400/hr

X-Ray Fluorescence	$300/day
PID/FID Usage	$160/day
Concrete Coring Equipment (includes one technician)	$180/day
Anchor load test equipment (includes technician)	$150/hr
Hand Auger Equipment	$80/hr
Inclinometer Usage	$50/hr
Vapor Emission Kits	$50/kit
Level D Personal Protective Equipment (per person per day)	$40/p/d
Rebar Locator (Pachometer)	$40/hr
Nuclear Density Gauge Usage	$25/hr
Field Vehicle Usage	$16/hr

The following items are considered Reimbursable Expenses and will be billed at cost with no mark-up: Specific computer hardware and software required by the client for project use (apart from personal laptop computers with standard office software, and personal printers), outside reproduction, mileage (Current IRS Rate), field office facilities, field office utilities (water, power, sewer, high-speed internet, phone), multi-function printers, field office supplies, air fare, postage, parking, out-of-town travel expenses, car rental, and field vehicles.

FORM OF INVOICE FOR CONSULTANT TO USE

Company Name and Logo
Address

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

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

Consultant Contact:_____
Telephone: _____

Project Title: (Project name)
(Construction Management Consulting Services)

Agreement No. _____

Directive No.	Task No.	Description	Fee Type	Authorized Amount	Total Earned to Date	Prior Invoices	Current Invoice

Subtotal

Total Compensation $_____
Less Prior Invoices $_____
Total Amount Due This Invoice $_____

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

_____

Name, Project Manager Date

Time and Material Details:

Name	Description	Rate	Hours	Amount	Markup	Total

Attachments:
Consultant Timesheets (for T&M Tasks)
Subconsultant Invoice with Timesheets (for T&M Tasks)
Monthly Subconsultant Monitoring Report

Exhibit G

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DVBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. Spec. No. Division Contractor Administrator

Contractor Group* Contract Title/Project

Original Contract Amount Contract Start Date Contract End Date

Total Earned Value to Date

Original Proposed Subcontractor Percentages SBE MBE WBE OBE DVBE
Required percentage (in parentheses) (XX%)

				PROPOSED		ACTUALS		
	Name of Subcontractor	Type of Work Performed	*Group SBE/MBE/WBE/OBE/DVBE	Original Proposed Amount	Original Proposed Percentage	Earned Value to Date	Earned Value to Date Percentage	Total Earned Value Percentage
1								
2								
3								
4								
5								
			Subtotal (SBE):	$0.00		$0.00		
6								
7								
8								
9								
10								
			Subtotal (non-SBE):	$0.00		$0.00		

Directions:

Original Proposed Percentage = Original Proposed Amount / Original Contract Amount
Earned Value to Date Percentage = Earned Value to Date / Original Proposed Amount
Total Earned Value Percentage = Earned Value to Date / Total Earned Value to Date

*Group = SBE / MBE / WBE / OBE / DVBE

Exhibit H Rev 2 / 18 / 10

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to http://finance.lacity.org/business-tax-information-faq to download the business tax registration application.

MAIN OFFICE

LA City Hall	201 N. Main Street, Rm. 101	(844) 663-4411

Exhibit I

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

   1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

Exhibit J

AFFIRMATIVE ACTION PROGRAM PROVISIONS

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

Exhibit J

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIDAVIT OF COMPANY STATUS

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

Integrated Engineering Management (dba IEM)

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

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

[X] SBE [ ] VSBE [ ] MBE [X] WBE [ ] DVBE [ ] OBE

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

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

[x] LBE [ ] Non-LBE

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

Signature: _____ Title: President

Printed Name: Behjat Zanjani Date Signed: 10/25/17

EXHIBIT K

Consultant Description Form

PRIME CONSULTANT:

Contract Title: On-Call Construction Management Services

Business Name: IEM LABAVN ID#: 31410

Award Total: $ 2,000,000

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

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541330, 541690 Average Three Year Gross Revenue: $ 3.6 M

Address: 302 W. 5th St., Suite 207

City/State/Zip: San Pedro, CA 90731

County: Los Angeles

Telephone: (310) 2210-0749 FAX: (310) 221-0859

Contact Person/Title: Behjat Zanjani, President

Email Address: bzanjani@iemcm.com

SUBCONSULTANT:

Business Name: W.E. McCelsh Associates LABAVN ID#: 69178

Award Total: (% or $): 5%

Services to be provided: Partnering

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

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541330 Average Three Year Gross Revenue: $ 75,000

Address: 1420 10th Street

City/State/Zip: Manhattan Beach, CA 90266

County: Los Angeles

Telephone: (310) 849-1227 FAX: ( )

Contact Person/Title: William McCleish, President

Email Address: wmccleish@aol.com

SUBCONSULTANT:

Business Name: Ninyo & Moore LABAVN ID#: 5535

Award Total: (% or $): 5%

Services to be provided: Asbestos/Lead/Environmental Compliance Services

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

Local Business Enterprise: YES X NO ____ (Check only one)

Primary NAICS Code: 541330, 541620 Average Three Year Gross Revenue: $ 56.2 M

Address: 355 S. Grand Avenue, Suite 2450

City/State/Zip: Los Angeles, CA 90071

County: Los Angeles

Telephone: (213) 488-5111 FAX: (213) 995-9994

Contact Person/Title: Anthony Lizzi, Principal Engineer

Email address: alizzi@ninyoandmoore.com

EXHIBIT K

Consultant Description Form

SUBCONSULTANT:

Business Name: Yorke Engineering LABAVN ID#: 20574

Award Total: (% or $): 5%

Services to be provided: Emission Monitoring

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

Local Business Enterprise: YES____ NO X (Check only one)

Primary NAICS Code: 541620 Average Three Year Gross Revenue: $ 6.86 M

Address: 31726 Rancho Viejo Rd., Suite 218

City/State/Zip: San Juan Capistrano, CA 92675

County: Orange

Telephone: (949) 248-8490 FAX: (949) 248-8499

Contact Person/Title: Brian Yorke, Director of Operations and Marketing

Email Address: Contracts@yorkeengr.com

SUBCONSULTANT:

Business Name: AESCO LABAVN ID#: 3227

Award Total: (% or $): 5%

Services to be provided: Soil/Material/Specialty Testing

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

Local Business Enterprise: YES X NO____ (Check only one)

Primary NAICS Code: 541330 Average Three Year Gross Revenue: $ 3.4 M

Address: 17782 Georgetown Lane

City/State/Zip: Huntington Beach, CA 92647

County: Orange

Telephone: (714) 375-3830 FAX: (714) 375-3811

Contact Person/Title: Adam Chamma, President

Email Address: adam.chamma@aescotech.com

SUBCONSULTANT:

Business Name: RailPros LABAVN ID#: 54472

Award Total: (% or $): 5%

Services to be provided: Rail Inspection

Owner's Ethnicity: Varies Gender N/A Group: SBE VSBE MBE WBE DVBE (OBE) (Circle all that apply)

Local Business Enterprise: YES X NO____ (Check only one)

Primary NAICS Code: 541330 Average Three Year Gross Revenue: $ 14.9 M

Address: 811 Wilshire Blvd., Suite 1820

City/State/Zip: Los Angeles, CA 90017

County: Los Angeles

Telephone: (213) 929-1115 FAX: (714) 734-8755

Contact Person/Title: Tom P. Crowell, Vice President

Email address: tom.crowell@railpros.com

EXHIBIT K

Consultant Description Form

SUBCONSULTANT:

Business Name: Gahagan & Bryant Associates LABAVN ID#: 53953

Award Total: (% or $): 4%

Services to be provided: Hydrographic Surveying

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

Local Business Enterprise: YES_____ NO X (Check only one)

Primary NAICS Code: 541330 Average Three Year Gross Revenue: $ 14.5 M

Address: 10541 Humbolt St.

City/State/Zip: Los Alamitos, CA 90720

County: Orange

Telephone: (310) 521-8127 FAX: (813) 831-4216

Contact Person/Title: David Eller, Vice President

Email Address: djeller@gba-inc.com

SUBCONSULTANT:

Business Name: Highball Signal LABAVN ID#: 69525

Award Total: (% or $): 5%

Services to be provided: Railroad Signal Inspection

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

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 238210 Average Three Year Gross Revenue: $ 2.0 M

Address: 1871 N Gaffey St., Unit C

City/State/Zip: San Pedro, CA 90731

County: Los Angeles

Telephone: (909) 341-5367 FAX: (909) 341-5368

Contact Person/Title: Mike Mejia, Vice President

Email Address: mmejia@highballsignal.com

SUBCONSULTANT:

Business Name: MBI Media LABAVN ID#: 3763

Award Total: (% or $): 3%

Services to be provided: Public Outreach

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

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 541820 Average Three Year Gross Revenue: $ $2.1 M

Address: 957 S. Village Oaks Dr.

City/State/Zip: Covina, CA 91724

County: Los Angeles

Telephone: (626) 967-1510 FAX: (626) 967-1718

Contact Person/Title: Dean Owens, Development and Client Services Manager

Email address: downs@mbimedia.com

EXHIBIT K

Consultant Description Form

SUBCONSULTANT:

Business Name: EarthCam LABAVN ID#: 64930

Award Total: (% or $): 1%

Services to be provided: Aerial/Drone/Camera Photography

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

Local Business Enterprise: YES_____ NO X (Check only one)

Primary NAICS Code: 541511 Average Three Year Gross Revenue: $ 15.6 M

Address: 650 E. Cresent Ave.

City/State/Zip: Upper Saddle River, NJ 07458

County: Bergen

Telephone: (201) 488-1111 FAX: (201) 488-1119

Contact Person/Title: Joe Nizza, Vice President

Email Address: joe@earthcam.com

SUBCONSULTANT:

Business Name: Safety Dynamics Group LABAVN ID#: 14780

Award Total: (% or $): 2%

Services to be provided: Site Safety Audits

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

Local Business Enterprise: YES X NO_____ (Check only one)

Primary NAICS Code: 238990 Average Three Year Gross Revenue: $ 640,000

Address: 4141 Norse Way

City/State/Zip: Long Beach, CA 90808

County: Los Angeles

Telephone: (562) 425-4886 FAX: (562) 425-4876

Contact Person/Title: Joann Blayney

Email Address: jblayney@safetydynamicsgroup.com

SUBCONSULTANT:

Business Name: _____ LABAVN ID#: _____

Award Total: (% or $): _____

Services to be provided: _____

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

Local Business Enterprise: YES_____ NO_____ (Check only one)

Primary NAICS Code: _____ Average Three Year Gross Revenue: $_____

Address: _____

City/State/Zip: _____

County: _____

Telephone: ( ) _____ FAX: ( ) _____

Contact Person/Title: _____

Email address: _____

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

Exhibit L

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.