

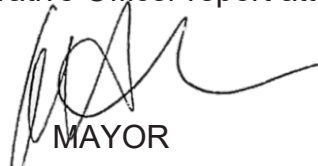
0150-11927-0000

TRANSMITTAL

TO Eugene D. Seroka, Executive Director Harbor Department	DATE 02/16/2022	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT 15	

**PROPOSED SECOND AMENDMENT TO AGREEMENT NO. 18-3618 WITH
MARK THOMAS & COMPANY, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE STATE ROUTE 47/VINCENT THOMAS BRIDGE AND FRONT STREET INTERCHANGE
RECONFIGURATION PROJECT**

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



MAYOR

(Andre Herndon for)

MWS:JCY:10220026t

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 10, 2022

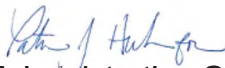
CAO File No. 0150-11927-0000

Council File No. --

Council District: 15

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Correspondence from the Harbor Department dated July 15, 2021

Subject: **PROPOSED SECOND AMENDMENT TO AGREEMENT NO. 18-3618 WITH MARK THOMAS & COMPANY, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STATE ROUTE 47/VINCENT THOMAS BRIDGE AND FRONT STREET INTERCHANGE RECONFIGURATION PROJECT**

RECOMMENDATIONS

Approve Harbor Department (Port) Resolution No. 21-9859 authorizing a proposed Second Amendment to Agreement No. 18-3618 (Agreement) with Mark Thomas & Company, Inc. to continue providing professional engineering services for the State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project for four additional years, through November 14, 2025, for a total contract term of seven years, with no increase in maximum compensation; and return the Resolution documents to the Port for further processing, including Council consideration.

SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 21-9859 authorizing a proposed Second Amendment (Amendment) to Agreement No. 18-3618 (Agreement) with Mark Thomas & Company, Inc. (Mark Thomas) to continue professional engineering services, including preparing Plans, Specifications and Estimates (PS&E) for the State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard (SR-47/VTB) Interchange Reconfiguration Project. The proposed Amendment extends the term of the Agreement by an additional four years, from November 15, 2021 through November 14, 2025, for a total contract term of seven years. There is no proposed change to the maximum compensation limit of \$4,997,873.

The SR-47/VTB Interchange Reconfiguration Project is a Port-led, multi-agency construction project to relocate an existing westbound SR-47 off-ramp in an effort to reduce traffic congestion, emissions, and potential vehicular collisions at the interchange entrance to the Port of Los Angeles (POLA). Mark Thomas currently provides PS&E engineering and professional consulting services

in its Agreement with the Port for the SR-47/VTB Interchange Reconfiguration Project. The proposed Amendment continues these services for an additional four years, through November 14, 2025, and reflects accommodations needed for unforeseen engineering design work identified in the First Amendment to the Agreement related to soil settlement mitigation, and for Mark Thomas to provide bid support and engineering services during construction.

Mark Thomas is an engineering and construction services consulting company with headquarters in San Jose, California and local offices in Lakewood. The founder of Mark Thomas began practice in 1927 and the company has extensive experience in State of California, Department of Transportation (Caltrans) improvement projects. The Port selected Mark Thomas from two responsive applicants through a Request for Proposals process initiated in June 2018. The Board approved the original Agreement with Mark Thomas in November 2018 for a term of three years, through November 14, 2021, and compensation up to \$2,999,986. The Board approved the First Amendment to the Agreement on March 4, 2021, which increased the maximum compensation limit under the Agreement by \$1,997,887 for a total of \$4,997,873 and expanded the Scope of Work to include additional survey, engineering, design, and project coordination services mainly related to soil settlement mitigation work. The Port indicated in its First Amendment Board report that it would separately pursue a term extension to the Agreement as to not jeopardize grant funding and expense requirements while a proposed term extension goes through the Council approval process. The term extension in the proposed Second Amendment complements the expenditure and Scope of Work increase approved in the First Amendment.

The Port initially identified the SR-47/VTB Interchange Reconfiguration Project in a 2007 study and in 2018 estimated the total project cost at \$31,050,000. The Port reports that it has multiple agreements with Caltrans to perform various aspects of the project, \$3.5 million in design grant funds from Measure R, and construction grant funds to help offset the cost of the project. The Port estimates spending \$600,000 under the Mark Thomas Agreement in 2021-22, with sufficient funds budgeted in the Harbor Revenue Fund.

The City Attorney has approved the proposed Amendment as to form and legality. The proposed Amendment and Agreement comply with all applicable provisions of City Ordinances and contracting requirements. Pursuant to Charter Section 1022, the Board determined that the services required can be performed more feasibly by an outside contractor than by City employees because the project is limited in duration, the City does not have the specialized expertise needed, and additional staff cannot be trained in a timely manner to meet the Port's needs. In accordance with Charter Section 373 and Administrative Code Section 10.5(b)(2), the Amendment and Agreement require Council approval because the total term of the Agreement exceeds three years and estimated annual compensation exceeds the 2021-22 exemption limit of \$169,418.

The Port Director of Environmental Management (Director) states that the proposed Amendment and Agreement are for engineering design services, which is an administrative activity. Therefore, the Director has determined that the proposed Amendment is administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

FISCAL IMPACT STATEMENT

The proposed Second Amendment to Harbor Department (Port) Agreement No. 18-3618 (Agreement) with Mark Thomas & Company, Inc. (Mark Thomas) to continue to continue providing professional engineering services for the State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project extends the Agreement term by four years, for a total of seven years, with no increase to the maximum compensation of \$4,997,873. Expenses incurred under the Agreement are the Port's responsibility, and applicable funding is available from the Harbor Revenue Fund. The Port reports that \$600,000 of funding in 2021-22 is available in the Harbor Revenue Fund Budget. Future funding needs will be requested through the Port's annual budgeting process and are subject to approval by the Board of Harbor Commissioners. The proposed Second Amendment complies with Port Financial Policies and has no impact on the City General Fund.


MWS:JCY:10220026

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: July 15, 2021

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

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

SUBJECT: **CHARTER SECTION 373** – PROPOSED AMENDMENT TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND MARK THOMAS & COMPANY, INC. TO PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION PROJECT

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 21-9859 authorizing approval of Second Amendment No. 21-3616-B between the City of Los Angeles Harbor Department and Mark Thomas & Company, Inc.; which was approved by the Board of Harbor Commissioners on July 15, 2021.

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

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

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

RECOMMENDATION APPROVED;
RESOLUTION 21-9859 ADOPTED; AND
AGREEMENT 21-3616-B APPROVED;
BY THE BOARD OF HARBOR COMMISSIONERS



Executive Director's
Report to the

Board of Harbor Commissioners

July 15, 2021

Amber M. Klesges

AMBER M. KLESGES
Board Secretary

DATE: JUNE 23, 2021

FROM: ENGINEERING

SUBJECT: RESOLUTION NO. 21-9859 - APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND MARK THOMAS & COMPANY, INC. TO PREPARE PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR THE STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION PROJECT

SUMMARY:

Staff requests the Board of Harbor Commissioners (Board) adopt a Resolution approving Amendment No. 2 to Agreement No. 18-3618 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and Mark Thomas & Company, Inc. (Consultant) of Irvine, California, to prepare Plans, Specifications, and Estimates (PS&E) for the State Route 47 (SR-47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project (Project). The original agreement was approved by the Board on November 15, 2018, for the amount of \$2,999,986.

Amendment No. 2 will add four years to the term of the agreement for a revised total term of seven years and no change in total compensation. Payment of expenses incurred under this agreement will continue to be the financial responsibility of the Harbor Department.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners:

1. Find that the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines;
2. Find that in accordance with the City Charter Section 1022, the services required can be performed more feasibly by an outside contractor than by City employees;

DATE: JUNE 23, 2021

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SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES AND MARK THOMAS & COMPANY, INC.

3. Approve Amendment No. 2 to Agreement No. 18-3618 between the City of Los Angeles Harbor Department and Mark Thomas & Company, Inc. to prepare and complete the Plans, Specifications, and Estimates for the State Route 47 (SR-47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project utilizing the same Engineer of Record by adding four years to the term of the agreement;
4. Direct the Board Secretary to transmit Amendment No. 2 to Agreement No. 18-3618 to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5 of the Los Angeles Administrative Code;
5. Authorize the Executive Director to execute and the Board Secretary to attest to said Amendment for and on behalf of the Board; and
6. Adopt Resolution No. 21.9859 _____.

DISCUSSION:

Background and Context

The City of Los Angeles Harbor Department is committed to improving transportation safety and operation in and around the Port of Los Angeles complex. Currently, westbound State Route 47 (SR-47) traffic and southbound Interstate 110 (I-110) traffic destined for the West Basin and San Pedro Waterfront areas exit at Harbor Boulevard. Significant non-standard weaving conditions exist as traffic travels through the Harbor Boulevard off-ramp. Non-standard merging also exists on the eastbound SR-47 on-ramp from Harbor Boulevard as traffic approaches the Vincent Thomas Bridge. Vehicles routinely back up onto both off-ramps during peak periods as a result of the two freeways (I-110 & SR-47) terminating at the same point. With the projected future growth and the development of the Waterfront, the Harbor Department anticipates that traffic congestion will increase and greatly reduce the operational efficiency of the interchange.

To mitigate this operational deficiency, the Harbor Department proposes to relocate the existing westbound SR-47 off-ramp north of the Vincent Thomas Bridge at Front Street and Knoll Drive. Relocating the off-ramp to the north will separate traffic travelling from both freeways into two different exits (Harbor Boulevard/Swinford Street and Front Street/Knoll Drive), allowing for efficient movement of vehicles through the interchange that are destined for the cruise terminal, Waterfront Development, and other recreational facilities.

The Project will reduce delays, potential for crashes/non-recurrent congestion, and emissions.

DATE: JUNE 23, 2021

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SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES AND MARK THOMAS & COMPANY, INC.

The Project is located within the boundaries of Knoll Drive to the north, Swinford Street to the south, Front Street to the east, and the I-110/SR-47 freeway interchange to the west as shown in the site map (Transmittal 1).

Amendment No. 2 will add four years to the term of the contract to allow the same Engineer of Record to complete PS&E, and provide bid support and engineering services during construction. Amendment No. 2 will increase the total term from three years to seven years.

Scope of Services

There are no changes to the scope of services or cost increases as defined in the Agreement with Amendment No. 2.

A notice to proceed from the Engineering Division is required prior to the Consultant proceeding with each individual task. The Harbor Department incurs no penalty should the Harbor Department decide not to proceed with any individual task.

Contract Amount and Term

The original Agreement included Compensation for a not-to-exceed amount of \$2,999,986 over a term of three years.

Amendment No. 1 to the Agreement increased the Compensation by \$1,997,887 for a total not-to-exceed amount of \$4,997,873. The term remained at three years.

Amendment No. 2 to the Agreement adds an additional four years to the contract term with no change to the total compensation not-to-exceed amount of \$4,997,873.

Contract Requirements

Amendment No. 2 to the Agreement is in conformance with both the City Service Contract Worker Retention and Living Wage Ordinances.

Throughout the term of the Agreement, Mark Thomas & Company, Inc. will maintain compliance with the City of Los Angeles' (City) contracting requirements. Mark Thomas & Company, Inc.'s overall sub-consultant business enterprise proposal is 31.7% Small Business Enterprise (SBE) and Very Small Business Enterprise (VSBE) combined. This represents \$1,584,325 in services going to SBE/VSBE business enterprises. Local Business Enterprise (LBE) participation is 26.13%.

ENVIRONMENTAL ASSESSMENT:

The proposed action is approval of Amendment No. 2 to the Agreement with Mark Thomas & Company, Inc. to prepare PS&E for the State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Project, which is an administrative

DATE: JUNE 23, 2021

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SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES AND MARK THOMAS & COMPANY, INC.

activity. Therefore, the Director of Environmental Management has determined that the proposed action is administratively exempt from the requirements of CEQA in accordance with Article II Section 2(f) of the Los Angeles City CEQA Guidelines.

FINANCIAL IMPACT:

Approval of the proposed Amendment No. 2 will extend the term of the Agreement by four years to a revised term of seven years with no change in total compensation of \$4,997,873. Spending under the Agreement is anticipated to occur as follows:

FISCAL YEAR (FY)		AMOUNT
Prior Years:	\$	2,581,975
FY 2021/2022:	\$	\$600,000
FY 2022/2023:	\$	800,000
FY 2023/2024:	\$	800,000
FY 2024/2025:	\$	215,898
Total:	\$	\$4,997,873

Funds for Fiscal Year 2022 in the amount \$600,000 are budgeted in Account 54220 (Architectural/Engineering Design), Center 1172, Program 000, Project No. 2533400. The Harbor Department's financial commitments for the proposed Agreement beyond the current fiscal year are contingent upon approval of funds by the Board as part of the annual budget adoption process. If any subsequent fiscal year funds are not appropriated by the Board for the work required by this Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligations previously incurred. A funding out clause is included in this Agreement.

CITY ATTORNEY:

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

DATE: JUNE 23, 2021

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SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. 18-3618 BETWEEN THE CITY OF LOS ANGELES AND MARK THOMAS & COMPANY, INC.

TRANSMITTALS:

1. Site Map – State Route 47/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project
2. Amendment No. 2 to Agreement No. 18-3618 between the City of Los Angeles and Mark Thomas & Company, Inc. 21-2018-B

FIS Approval: MB
CA Approval: SO

David M. Walsh
DAVID M. WALSH, P.E.
Chief Harbor Engineer

Antonio V. Gioiello
ANTONIO V. GIOIELLO, P.E.
Deputy Executive Director

APPROVED:

Marla Bleavins For

EUGENE D. SEROKA
Executive Director

Author: S. Aziz

SZ:aw
25334b11

SECOND AMENDMENT TO AGREEMENT NO. 18-3618
BETWEEN THE CITY OF LOS ANGELES AND
MARK THOMAS AND COMPANY, INC.

THIS SECOND AMENDMENT to Agreement No. 18-3618 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 MARK THOMAS AND COMPANY, INC. (Consultant") as follows:

1. Section 4.2 is amended to add four years to the term of the Agreement and will read:

"4.2 The term of this Agreement shall not exceed seven (7) years, commencing on the Agreement's effective date."

"4.2(c) Seven (7) years have elapsed from the effective date of the Agreement."

Except as amended herein, all remaining terms and conditions of Agreement 18-3618 shall remain in full force and effect.

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(Signature page follows)

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 18-3618 on the date to the left of their signatures.

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Jun 18, 2021
Dated: _____

MARK THOMAS AND COMPANY, INC.
By Zachary Siviglia
Zachary Siviglia, President
(Print/type name and title)



Attest: Matt Brogan
Marked by me on June 18, 2021 10:31 AM
Matt Brogan, Secretary
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

[Signature], 2021
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature]
MINAH PARK, Deputy

Date: June 9, 2021
Contractor/Vendor Name: Mark Thomas and Company, Inc.

Account#	54220	W.O. #	2533400
Ctr/Div#	1172	Job Fac.#	635-00
Proj/Prog#	000		
Budget FY:		Amount:	
Prior Years		\$2,581,975.00	
21/22		\$600,000.00	
22/23		\$800,000.00	
23/24		\$800,000.00	
24/25		\$215,898.00	
TOTAL		\$4,997,873.00	
For Acct/Budget Div. Use Only			
Verified by:	 Digitally signed by Joanna Ames Date: 2021.06.24 10:46:42 +0700		
Verified Funds Available:	 Digitally signed by Frank Liu Date: 2021.06.24 15:04:58 +0700		
Date Approved:	6/24/2021		