

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND HDR ENGINEERING, INC.
FOR PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES FOR
AIRFIELD AND TERMINAL MODERNIZATION PROJECT LANDSIDE IMPROVEMENTS AT
LOS ANGELES INTERNATIONAL AIRPORT**

THIS CONTRACT, made and entered into this _____ day of _____, 202_, by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (hereinafter referred to as "City"), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "LAWA"), and **HDR ENGINEERING, INC.** (hereinafter also referred to as "Consultant" or "Contractor") (City and Consultant are hereinafter sometimes referred to collectively as "Parties" and individually as "Party").

RECITALS

WHEREAS, LAWA by action of the Board; approved and authorized the issuance of a Request for Proposals (hereinafter referred to as "RFP") for the on-call services desired for the project entitled "**Project Management/Construction Management ("PM/CM") Services for Airfield and Terminal Modernization Project ("ATMP") Landside Improvements (or "ATMP Roadway Improvements")**" (hereinafter referred to as "Project") for LAWA; and

WHEREAS, in response to said RFPs, Consultant was determined to be the top scoring Proposer for the Project; and

WHEREAS, Consultant has represented it is engaged and an expert in the business of performing such consulting services of the type sought by LAWA; and

WHEREAS, LAWA is responsible for the management and administration of this Contract; and

WHEREAS, LAWA will designate its representative(s) to work with Consultant, and thereupon it will be incumbent upon Consultant to, at all times, keep said LAWA representative(s)

fully informed of all Services-related activities (hereinafter referred to collectively as “Services” as hereinafter defined);

NOW THEREFORE, for and in consideration of the premises, and of the terms, covenants, provisions, and conditions hereinafter contained to be kept and performed by the Parties hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1.0 Incorporation by Reference.

It is expressly understood and agreed that the following Exhibits and Attachments have been marked and are by this reference incorporated into and made a material part of this Contract: Exhibit “A” “Scope of Services”; Exhibit “B” Cost Reimbursable Guidelines; Exhibit “C” First Source Hiring Program; Exhibit “D” Federal Requirements; Exhibit “E” Maximum Hourly Billable Rate; Attachment “1” Administrative Requirements. It is further expressly understood and agreed that, LAWA’s “Request For Proposals” (“RFP”) (including its Attachments and Addenda), and Task Orders are, by this reference, incorporated into and made a material part of this Contract as though fully set forth herein (all of the aforementioned documents are hereinafter collectively referred to as “Contract Documents”). Consultant expressly acknowledges that this Contract is based upon the performance requirements contained in the RFP, as well as the other Contract Documents. Any conflict between this Contract and the Contract Documents shall be resolved in favor of this Contract.

Section 2.0 Term of Contract.

Notwithstanding any other provision herein, the term of this Contract shall be for a period of seven (7) years commencing upon the date of issuance by LAWA to Consultant of a Notice-to-Proceed subject, however, to earlier termination pursuant to the terms of this Contract.

Section 3.0 CEQA Compliance Conditions.

3.1. LAWA and the Consultant acknowledge and agree that the obligations of the Parties under this Contract are conditioned on LAWA complying with and completing the California Environmental Quality Act (“CEQA”) process in connection with the Project, and the

expiration of the applicable period for any challenge to the adequacy of LAWA's compliance with CEQA without any challenge being filed. LAWA and the Consultant acknowledge that compliance with CEQA may require modifications to the Project and agree that any modifications made to the Project as a result of compliance with CEQA may necessitate amendments to this Contract in a mutually acceptable manner. Neither party shall be bound hereby unless and until the CEQA process is completed, and there is no possibility of a challenge pursuant to CEQA.

3.2. Mitigation measures and other potential changes or alternatives to the Project, required in connection with project level environmental reviews pursuant to CEQA, will be addressed and added to the scope of the Project as needed. This Contract does not authorize the commencement of any activity on the Project prior to completion of the appropriate environmental review and LAX Plan Compliance approval. No work may commence under the Contract until the Consultant has received a Task Order.

3.3. With respect to the Services (as hereinafter defined) to be performed by Consultant pursuant to the Contract Documents, this Contract is not legally binding, will not take legal effect, and no Services may commence until the Consultant has been given a Task Order.

Section 4.0 Services to be Performed by Consultant.

4.1. Scope of Services. Consultant agrees to perform all Services in strict compliance with Exhibit "A", "Scope of Services", Task Orders issued by LAWA, by which all Consultant work on Project shall be assigned, and as may be further described in this Contract, including the Contract Documents, and all documents incorporated herein or that may be referenced ("Services").

4.2. Incidental Work. It is expressly understood and agreed that Consultant shall perform all incidental work required to complete the Services as described in Exhibit "A", "Scope of Services" and by Task Orders, as well other Contract Documents, including work for which Consultant provided no specific proposal item(s) was/were included, and/or including work which is required to furnish final, finished and detailed Services consistent with and fulfilling the intent of

the Contract, the Contract Documents, and all documents incorporated herein or that may be referenced. All such incidental work shall not be considered extra work for which additional compensation can be claimed by Consultant.

4.3. Deliverables. In its performance of the Services, the Consultant agrees to provide any Deliverables defined in specific Task Orders issued by LAWA to Consultant pursuant to this Contract, and as may be further described in this Contract, the Contract Documents, and all documents incorporated herein or that may be referenced.

4.4. During the term of this Contract, Consultant shall, at all times, comply with all applicable laws, rules and regulations, of any and all City, State and Federal agencies, including, but not limited to, the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), the Department of Transportation (DOT), which may have jurisdiction over, or be concerned with, the programming and planning of Project tasks (hereinafter collectively referred to as "Legal/Agency Requirements"). Consultant shall work with LAWA in resolving any conflicting legal authorities and/or requirements; however, to the extent resolution of conflicts is not possible, LAWA's determination will be final.

4.5. If after execution of this Contract a change in the applicable laws, rules or regulations causes an increase in the Services to be performed by Consultant pursuant to the Contract Documents, then the Parties hereto shall agree upon additional compensation, if any, to be paid to Consultant therefore, and this Contract shall be amended, if authorized, in writing, by LAWA prior to the performance by Consultant of said increased Services ("Additional Services"). Consultant shall not commence performance of Additional Services until after Consultant receives written authorization from LAWA to do so. Consultant shall promptly commence performance of Additional Services upon receipt of written authorization from LAWA whether or not Consultant's right to compensation, or the amount of compensation, for Additional Services has been agreed upon between Consultant and LAWA. Receipt of LAWA's written authorization to perform Additional Services is a condition precedent to any claim by Consultant for payment thereof.

Section 5.0 Task Orders.

5.1. Any Services to be provided by Consultant shall only be performed pursuant to Task Orders issued by LAWA to Consultant that provide a detailed description of either the services or tasks to be performed and the job classifications to be provided, the time frame for the work to be performed, the not to exceed amount to be charged by Consultant, and any estimated expenses. The Consultant shall be compensated according to the Task Order and the guidelines established therein for the services provided that are the subject of the Task Order.

5.2. Consultant shall provide a complete detailed proposal for each Task Order. The hourly rates in the Task Order may be written to cover one or more job classifications from the Exhibit "E" Maximum Hourly Billable Rate, or other job classification(s) as agreed to and approved by LAWA.

5.3. Task Orders and any and all amendments to Task Orders shall be in writing and signed by LAWA and the Consultant.

5.4. This is a non-exclusive Contract and the City and LAWA are only obligated to compensate Consultant for the scope and amount authorized within any given executed Task Order, subject to LAWA's right to offset, set off and/or withhold payment from Consultant pursuant to the Contract Documents.

Section 6.0 Time Periods for Completion of Consultant's Services.

6.1. It is understood and agreed that time is of the essence in the Consultant's performance of Services under the Contract Documents. The Services and any required Deliverables shall be completed and delivered to LAWA in a prompt and timely fashion so as to permit the effective review and employment of the Deliverables by LAWA during and throughout the Consultant's performance of Services for the Project.

6.2. The time during which Consultant is delayed in its performance of Services by the acts or neglect of LAWA, or by LAWA's employees or those under it by contract or otherwise, by

court order, by acts or failures to act of local, State and Federal Agencies, and the airlines, or by acts of God which Consultant could not reasonably have foreseen and provided for, and which are not caused by, or the continuance of which are not due to, any fault or negligence on the part of Consultant, shall be added to the applicable period for completion of Consultant's Services under this Contract, but LAWA shall not be liable to Consultant for any damages on account of any such delay(s).

Section 7.0 Payment for Services.

7.1 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, LAWA shall pay Consultant, subject to the maximum hourly rates and cost schedules set forth in ["Exhibits B and E"] attached hereto and incorporated herein by reference, on either (1) a mutually agreed-upon lump sum basis, (2) a direct time and material basis, or (3) a fixed fee basis.

7.2 For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Consultant pursuant to this Contract, the total compensation to be paid to the Consultant for all Services rendered under this contract shall not exceed the total sum of One Hundred Thirty Eight Million and Five Hundred Thousand Dollars (\$138,500,000.00).

7.3 LAWA, may add to the job classification(s), and/or Sub-Consultants listed in Exhibit "E," indicating corresponding hourly rates for such additional personnel and/or Sub-Consultants. Any such addition(s) of personnel, and/or of Sub-Consultants by LAWA, shall not entitle Consultant to any additional compensation beyond what is specified in Subsections 7.1 and 7.2 herein.

7.4. LAWA reserves the right to request of Consultant the use of specific billing templates supplied by LAWA and any additional substantiation regarding any Consultant request for payment if LAWA considers such additional substantiation to be in the best interests of LAWA. LAWA will process each Consultant request for payment, following LAWA's normal procedure, upon approval of Consultant's request for payment by LAWA.

7.5. All payment requests submitted by Consultant for Services (performed by Consultant, its Sub-Consultants or both) shall be certified by a duly authorized and knowledgeable officer of Consultant in a statement containing the following:

"I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this Contract, and that payment therefore has not been received."

7.6. Consultant shall perform a thorough Quality Assurance (QA)/Quality Control (QC) of each monthly invoice prior to submitting the same to LAWA. Any errors discovered in the Consultants invoicing will be brought to the Consultant's attention during the review cycle and the Consultant will be given a short time frame of approximately 2-3 days to correct any issues or provide adequate level of support documentation in order to keep the invoice in process. Should the correction not be made in the time specified, the charges will be removed and the invoices short paid. Should the charges be supported after the deadline, they may be resubmitted in the next month's invoice for consideration; however if deemed in error or unallowable a second time, the Consultant waives its right to payment for these charges.

7.7. Unless otherwise specifically directed by LAWA, Consultant shall submit all pertinent timesheets for itself, and for all Sub-Consultants, that relate to each of its submitted monthly invoice(s). Consultant shall also maintain, in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries in each submitted billing statement. Such documentation shall be made available to LAWA, and to its duly authorized representative(s), upon request by LAWA.

7.8 LAWA shall not be required to make payments for Services not yet performed, nor for Services deemed unsatisfactory by LAWA. The Parties agree that LAWA, shall make the final determination as to when Consultant's Services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Consultant under this Contract.

7.9. LAWA, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Consultant, and/or of Sub-Consultants, which are directly pertinent to this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Consultant shall maintain "records", including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Consultant shall make available to LAWA and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to the Services pursuant to the Contract Documents shall be maintained and made available to LAWA by Consultant for three (3) years after final payment on, final termination of, settlement of, or final dispute resolution of, this Contract, whichever is later. To the extent that an audit by the City, City's independent auditors, City's consultants, or their designees discloses excess charges inaccurately or improperly invoiced or allocated to this Contract by the Consultant or its Sub-Consultants, Consultant agrees to remit the amount of the overpayment to the City upon demand. If such audit discloses an overcharge of two percent (2%) or more of the total amount invoiced to the City for any year audited, and such audit is correct, Consultant shall pay the actual cost of such audit, which cost, in the case of audits conducted by City's auditors or City using in house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report. Should audit disclose an underpayment to Consultant, City shall promptly remit the amount of the underpayment to the Consultant. The foregoing obligations to pay in the event of an overcharge do not apply to errors discovered in the processing of Applications for Payment in the ordinary course of business or to adjustments in the Consultant's Rate in Exhibit E. Consultant shall include, in any and all Sub-Consultant agreements under this

Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

7.10 Consultant shall pay to any Sub-Consultant, not later than seven (7) days after Consultant's receipt of each payment from LAWA, the respective amounts approved and paid to Consultant by LAWA for work performed by the Sub-Consultants, to the extent of each Sub-Consultant's interest therein. In the event that there is a good faith dispute between Consultant and Sub-Consultant over all or any portion of the amount due from a payment due from the Consultant, the Consultant may withhold no more than one hundred fifty percent (150%) of the disputed amount from Sub-Consultant. Consultant shall include this provision in all Sub-Consultant agreements.

Section 8.0 Application for Payment

8.1 Consultant shall submit a separate request for payment (hereinafter "Request for Payment") only on a monthly basis, or as directed by LAWA, for Services completed during the billing period. Each Request for Payment shall contain documentation acceptable to LAWA and the City. Such documentation shall include invoices for reimbursable expenses, applicable employee time sheets, identification of the scope of work completed, billing by personnel and job classifications and the applicable billing rates. Costs shall be broken down by direct labor costs, indirect field overhead rate, Fee, and other direct costs (ODCs). All requests for payments/invoices must be in accordance with Exhibit "B", "Cost Reimbursable Guidelines." Each Request for Payment shall also contain a cumulative total of all monthly billings, shall identify cost broken down per Task Order, Task Order authorization amount, the monthly billing applicable to each Task Order, and a cumulative total applicable to each Task Order.

8.2 The Consultant shall also submit with each monthly Requests for Payment, a print out of its B2G "Contract Audit Summary" and a "Subcontractor's Utilization Form." A failure to submit said documentation with the Request for Payment, will result in remedies, and/or sanctions, offsets, set offs and/or withholds from future payments due and owing or to become

due and owing to Consultant as LAWA, or applicable law, deems appropriate, and a delay in processing future Requests for Payment.

8.3 LAWA reserves the right to require additional substantiation regarding any Request for Payment if LAWA considers such additional substantiation to be in the best interest of LAWA. LAWA shall process the Request for Payment, following LAWA's normal procedure, upon approval of said request by LAWA.

8.4 The Parties agree that time is of the essence in the submission of any charge, invoice or Request for Payment and agree that, as a condition precedent to Consultant's right to payment, Consultant shall submit any charge, invoice or Request for Payment no later than 120 (one hundred twenty) days from the last date of service for which payment is sought. The Parties agree that Consultant waives its right to payment for any charge, invoice or Request for Payment submitted more than 120 (one hundred twenty) days from the last date of Services for which payment is sought.

Section 9.0 Insurance

9.1. Consultant shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified in Attachment "1" Administrative Requirements. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies (excluding Professional Liability and Workers' Compensation), specifically name and insure City, LAWA, its Board and all of City's officers, employees and agents, their successors and assigns, as additional insureds, against the areas of risk described in Attachment "1" Administrative Requirements with respect to Consultant's acts or omissions in its operations, use, and occupancy of any property owned or operated by LAWA or other related functions performed by or on behalf of Consultant in, on or about any property owned or operated by LAWA.

9.2. Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all

rights of subrogation against LAWA for Losses arising from activities and operations of Consultant insured in the performance of Services under this Contract.

9.3. Sub-Consultants. Consultant shall furnish separate certificates and endorsements for each Sub-Consultant. All coverages for Sub-Consultants shall be subject to all of the requirements in this Contract, the Contract Documents, and all documents incorporated herein or that may be referenced, unless otherwise agreed to in writing by the CEO and approved as to form by the City Attorney.

9.4 Each specified insurance policy (other than Workers' Compensation, Professional Liability, and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles." Additionally, Consultant's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City assumed by the Consultant under this Contract per the terms and conditions of the policy.

9.5. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or omissions of Consultant, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Consultant.

9.6. Such policies may provide for reasonable deductibles and/or retentions acceptable to LAWA, based upon the nature of Consultant's operations and the type of insurance involved.

9.7. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and

agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venture of Consultant.

9.8. In the event Consultant fails to furnish LAWA evidence of insurance and maintain the insurance as required under this Section, LAWA, upon ten (10) days' prior written notice to Consultant of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Consultant, and Consultant agrees to promptly reimburse LAWA for the cost thereof, plus fifteen percent (15%) for administrative overhead. Should Consultant not promptly reimburse LAWA pursuant to this paragraph, LAWA shall have the right to offset, set off and/or withhold the requisite amount from future payments that become due and owing by LAWA to Consultant.

9.9. At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with LAWA. If any such coverage is cancelled or reduced, Consultant shall, within fifteen (15) days of such cancellation or reduction of coverage, file with LAWA evidence that the required insurance has been reinstated, or is being provided through another insurance company or companies.

9.10. Consultant shall provide proof of all specified insurance and related requirements to LAWA either by production of the actual insurance policy(ies), by use of LAWA's own endorsement form(s), by broker's letter acceptable to LAWA in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to LAWA. The documents evidencing all specified coverages shall be filed with LAWA prior to the Consultant performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Consultant provide actual, written notice (by

Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

9.11. LAWA and Consultant agree that the insurance policy limits specified in this Section and Attachment "1" Administrative Requirements. shall be reviewed for adequacy annually throughout the term of this Contract by LAWA, who may thereafter require Consultant to adjust the amount(s) of insurance coverage(s) to whatever amount(s) LAWA deems to be adequate. LAWA reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance.

Section 10.0 City Held Harmless.

10.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Consultant and/or Consultant's Sub-Consultants, agents or employees) by reason of injury to, or death of, any person(s) (including Consultant and/or Consultant's Sub-Consultants, agents or employees), or for damage to, or destruction of, any property (including property of Consultant and/or Consultant's Sub-Consultants, agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Consultant's and/or Sub-Consultant's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees; Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Consultant's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Consultant to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence; Provided further that where such suits, claims,

causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

10.2. In addition, and consistent with the requirements of Section 12.6 below, Consultant agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the Work Products (as hereinafter defined) provided to LAWA by Consultant violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Consultant agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

10.3 In Consultant's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

10.4. Survival of Indemnities. The provisions of this Section 10 shall survive the completion of the Services, and the expiration or termination of this Contract.

Section 11.0 Hazardous Materials and Other Regulated Substances.

Consultant shall not be held responsible for the presence or remediation of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as such materials and substances are defined by the Environmental Protection Agency or any other public

authority, found on any property or structure that is the subject of Services performed by Consultant under this Contract.

Section 12.0 Intellectual Property Ownership and Rights.

12.1. Ownership. All Work Products originated and prepared by Consultant or its Sub-Consultants of any tier under this Contract shall be and remain the property of LAWA for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the Work Products without the direct involvement of the Consultant shall be without liability to Consultant. Work Products are all works, tangible or not, created under this Contract for LAWA including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Consultant under this Contract are work-made-for-hire created for the sole benefit and ownership of LAWA. Consultant hereby assigns, and agrees to assign to LAWA, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Consultant under this Contract. Consultant further agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's ownership of rights provided herein. This paragraph shall survive the completion of Services, the expiration or termination of this Contract.

12.2. Obligations on Sub-Consultant. Any sub-consultant agreement entered into by Consultant relating to this Contract, to the extent allowed hereunder, shall include a like provision (on LAWA's ownership in Work Products) for work to be performed under this Contract to contractually bind or otherwise oblige its Sub-Consultants performing work under this Contract such that LAWA's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Consultant to comply with this requirement or to obtain the compliance of its

Sub-Consultant(s) with such obligations shall subject Consultant to all remedies allowed under law and termination of this Contract.

12.3. Use of Work Products by Third Parties. Consultant shall not make available, provide or disclose any Work Products to any third party without prior written consent of LAWA.

12.4. No Transfer of Pre-Existing Intellectual Property. Nothing herein may be construed to transfer to LAWA any ownership, interest or right in any of the Consultant's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Consultant's performance of this Contract.

12.5. Non-Infringement Warranty. Consultant hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This section shall survive completion of Services, the expiration or termination of this Contract.

12.6. Indemnification of Third Party Intellectual Property Infringement Claims. Consistent with the Hold Harmless provisions herein, Consultant will defend at its sole expense and hold harmless in any infringement claim, demand, proceeding, suit or action ("Action" hereinafter), LAWA, including its Board, commissioners, officers, directors, agents, employees, or affiliates ("LAWA Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trade marks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant or Sub-Consultants in performing the work under this Contract; or (2) as a result of LAWA's actual or intended use of any Work Products furnished by Consultant and/or Sub-Consultant under the Contract. Consultant also shall indemnify LAWA against any loss, cost, expense, liability, and

damages awarded against LAWA or settlement as a consequence of such Action. Under no circumstances is Consultant liable under this sub-section to defend and hold LAWA harmless, where LAWA licenses or sublicenses for profit any of the intellectual property rights in the Work Products to a third-party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of LAWA under this Contract.

12.7. In Consultant's defense of LAWA Defendants, negotiation, compromise, and settlement of any such infringement Action, LAWA shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

12.8. Where any Work Product furnished by Consultant is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Consultant shall, with LAWA's consent, do one of the following immediately. Consultant shall at its expense either:

- i) Procure for LAWA the right to continue using said part of the Vehicle; OR
- ii) Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to LAWA or diminish the intended benefits and use of the Work Products by LAWA under the specifications herein.

12.9. Rights and remedies available to LAWA hereinabove shall survive the completion of Services, the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This Paragraph shall survive the completion of Services, the expiration or other termination of this Contract.

12.10. Consultant's Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work Products or Deliverables created and delivered to LAWA under this Contract may constitute Trade Secrets of Consultant.

12.11. Consultant hereby stipulates that LAWA is not nor expected to be in possession of any of Consultant's Trade Secrets. In the unlikely event that Consultant reveals any of its Trade Secrets (that is so marked conspicuously on every page) to LAWA to further the intent and purpose of this Contract and so notifies LAWA in writing that it has revealed its Trade Secrets to LAWA, then LAWA agrees to notify Consultant of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that includes Consultant's Trade Secrets. LAWA may disclose any of Consultant's Trade Secrets if Consultant does not object in writing to LAWA after ten (10) calendar days from the notice mailing date by LAWA to Consultant of the CPRA request.

12.12. Unless expressly stated otherwise, for all pre-existing third-party and Consultant's intellectual property (if any), including software, required to operate or use any Work Products delivered by Consultant, Consultant hereby grants and will cause others to grant LAWA (including its agents, consultants and Sub-Consultants) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by LAWA (including its agents and consultants).

Section 13.0 Standard of Care.

13.1 Consultant's shall perform all Services pursuant to the requirements of the Contract Documents and Legal/Agency Requirements. The requirements stated in the Contract Documents establish the standard of care the Parties agree that the Consultant shall perform to in providing Services under this Contract. If the Contract Documents are silent as to a particular standard or performance requirement, then the Consultant will perform all Services in a skillful and competent manner that is consistent with the standards, care and level of judgement generally recognized as being employed by professionals qualified to perform the services and work in the same discipline in the State of California and for major international airports of the type, scope, quality and complexity described in the Scope of Services. The requirements in this paragraph 13.1 are individually and collectively referred to hereinafter as the "Standard of Care".

13.2 Consultant shall assure the Standard of Care is met by its Sub-Consultants and their sub-consultants, if any, by providing effective supervision and peer review as necessary to provide for quality control and quality assurance of the Services.

13.3 If design is required, Consultant shall, at its own expense, promptly correct each and every design error and/or omission for which it is responsible, whether or not the result of failure to meet the Standard of Care, and whether committed by it or a Sub-Consultant or sub-subconsultant of it. Consultant's obligation in this regard is in addition to all other legal obligations of Consultant and obligations of Consultant pursuant to the Contract Documents.

Section 14.0 Independent Contractor.

In furnishing the Services required herein, Consultant is acting as an independent contractor, is to furnish such Services in its own manner and method, and is in no respects to be considered an officer, employee, servant or agent of LAWA.

Section 15.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.

15.1. During the term of this Contract, Consultant agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Consultant shall take affirmative action to ensure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and Consultant shall comply with the affirmative action requirements of Los Angeles Administrative Code Sections 10.8, et seq., or any successor ordinances or laws pertaining to discrimination.

15.2. During the performance of this Contract, Consultant agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Consultant to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Consultant. Upon a finding duly made that Consultant has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.3. During the performance of this Contract, Consultant agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Consultant to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties

assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Consultant. Upon a finding duly made that Consultant has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

15.4 All sub-consultant agreements awarded by Consultant under this Contract shall contain similar provisions and Consultant shall require each of its Sub-Consultants to complete a like certification and to submit to it an Affirmative Action Plan acceptable to LAWA.

15.5 Consultant also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and with all other applicable statutes, ordinances, and regulations relative to employment, wages, and hours of labor.

Section 16.0 First Source Hiring Program for Airport Employers (LAX Only).

16.1 Consultant shall comply with the applicable provisions of the First Source Hiring Program adopted by the Board, including any future amendments thereto. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached hereto as Exhibit "C" and made a material term of this Contract. Consultant shall be an "Airport Employer" under the First Source Hiring Program.

Section 17.0 Disadvantaged Business Enterprises.

17.1. Pursuant to United States Code of Federal Regulations Title 49 Transportation, Subtitle A, Part 26 (49 CFR 26), Executive Directive No. 2001-26 of Mayor Richard Riordan and the Provisions of Resolution No. 19765 of the Board of Airport Commissioners, it is the policy of Los Angeles World Airports (LAWA) to provide Disadvantaged Business Enterprises ("DBEs") an equal opportunity to participate in the performance on all LAWA contracts. The objective of this policy is to achieve the participation of DBEs at levels comparable to their availability to provide goods and services to Los Angeles World Airports, with the ultimate

goal of developing their status and expertise so that they may compete for future contracts on an equal basis.

17.2 Consultant hereby agrees and obligates itself to utilize the services of the DBE firms designated in its Proposal on the level designated in its Proposal; specifically, at least twenty-five percent (25 %) DBE Sub-Consultant level of participation.

17.3 Consultant shall submit, on a monthly basis, together with its invoice for payment, a print out of its B2G "Contract Audit Summary" and a "Subcontractor's Utilization Form." Consultant shall enter into the Business Diversity Compliance Management System (also known as B2GNOW) or other reporting method and business enterprise monitoring system selected by LAWA listing the DBE Sub-Consultants and other subcontractors utilized during the reporting period. The Consultant and their approved Sub-Consultants shall utilize the B2GNOW or other reporting method to track and confirm progress payment and shall cooperate with LAWA personnel in providing participation information as requested by LAWA in order to ensure compliance with the provision of the this section. Future payment requests may be delayed or withheld if Consultant fails to enter Sub-Consultant utilization information at time of invoicing or Consultant fails to promptly provide any and all information related to DBE participation as requested by LAWA. In addition, LAWA may take other remedies and/or sanctions as LAWA, or applicable law, deems appropriate.

17.4 Failure to comply with any Disadvantaged Business Enterprise requirements shall subject the Consultant to remedies and/or sanctions as provided for by law.

17.5. Failure to comply with any of the terms of this Section (or the terms of this Contract) shall constitute a material breach of Contract and may result in the Consultant being deemed "Non-Responsible." (Section 10.40 et seq. of the Los Angeles Administrative Code.)

Section 18.0 Living Wage and Worker Retention Requirements.

18.1. Living Wage Ordinance. Consultant expressly agrees, as a part of its obligations under this Contract, to comply with the terms of the Living Wage Ordinance as set forth in Los Angeles Administrative Code Section 10.37, et seq., including any future amendments thereto.

18.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by employees of the City if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform all employees of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Consultant shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Consultant shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in

addition, pursuant to Section 10.37.6(c), Consultant agrees to comply with federal law prohibiting retaliation for union organizing.

18.1.2 Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. The City shall notify Consultant in writing about any redetermination by the City of coverage or exemption status. To the extent Consultant claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Consultant to prove such non-coverage or exemption.

18.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Consultant is not initially exempt from the LWO, Consultant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form incorporated in Attachment "1" Administrative Requirements, contemporaneously with the execution of this Contract. If Consultant is initially exempt from the LWO, but later no longer qualifies for any exemption, Consultant shall, at such time as Consultant is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and the City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if the City determines that Consultant violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing

in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

18.1.4 Sub-Consultant Compliance. Consultant agrees to include in every sub-consultant agreement involving this Contract entered into between Consultant and any Sub-Consultant, a provision pursuant to which such Sub-Consultant (A) agrees to comply with the LWO and the Worker Retention Ordinance ("WRO") with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the Sub-Consultant with the provisions of either the LWO or the WRO; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the LWO and the WRO directly against the Sub-Consultant with respect to this Contract, and (ii) invoke, directly against the Sub-Consultant with respect to this Contract, all the rights and remedies available to the City under Section 10.37.5 of the LWO and Section 10.36.3 of the WRO, as same may be amended from time to time.

18.2. Worker Retention Ordinance. This Contract may be subject to the WRO, including any future amendments thereto (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Consultant must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor consultant for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated consultant or sub-consultant, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, the City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject consultant violated the provisions of the WRO.

Section 19.0 Equal Benefits Ordinance (EBO).

19.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits ("EBO") Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, including any future amendments thereto.

19.2. During the term of this Contract, Consultant certifies and represents that the Consultant will comply with the EBO. Furthermore, Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Contract with the City of Los Angeles, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

Section 20.0 Child Support Orders.

20.1 This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code, related to Child Support Assignment Orders, including any future amendments thereto, which is incorporated herein by this reference. Pursuant to this section, Consultant (and any Sub-Consultant of Consultant providing services to the City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Consultant's, or Consultant's Sub-Consultant's, employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Consultant and applicable Sub-Consultants are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family

Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

20.2 Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Consultant, or an applicable Sub-Consultant, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Consultant or applicable Sub-Consultants to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Consultant by LAWA (in lieu of any time for cure provided elsewhere in this Contract).

Section 21.0 Contractor Responsibility Program.

21.1 Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of LAWA to ensure that all LAWA consultants have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

21.2 Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the bidder/proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility

determination. Sub-consultants will be required to submit the Pledge to the prime consultant prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

Section 22.0 Failure to Provide Prompt, Efficient and Thorough Services.

If, in the opinion of LAWA, Consultant fails to provide prompt, efficient and thorough Services, or if Consultant fails to complete the several portions of its Services within the time period(s) for completion pursuant to the Contract Documents, LAWA shall have the right to cancel this Contract, and pay Consultant therefore in accordance with the provisions of Section 23.0, "Abandonment of Project and Cancellation of Contract or Suspension of Services".

Section 23.0 Abandonment of Project and Cancellation of Contract or Suspension of Services.

23.1. If, at any time, Board, for any reason, decides to terminate the Project, or any part thereof, or Consultant's Services, or any part thereof, Board may: 1) require Consultant to terminate the performance of all, or a portion, of its Services; and/or 2) terminate this Contract, or any part thereof, upon giving Consultant a thirty (30) day written notice prior to the effective date of such termination, which date shall be specified in such notice. Upon receipt of the Notice, Consultant shall immediately cease all activity except for that activity expressly authorized by the Notice.

23.2. In the event this Contract, or any portion hereof, and/or Consultant's Services, or any portion thereof, is terminated by LAWA, LAWA shall only pay Consultant the amount due to the Consultant for Services properly provided up to the termination date subject to LAWA's rights to offset, set off and/or withhold.

23.3. LAWA shall not be liable for the cost of work performed, nor for expenses incurred, subsequent to the date specified by LAWA in the thirty (30) day written notice to terminate. Such payments shall be made by LAWA within a reasonable time following receipt of Consultant's invoice(s) therefore.

23.4. LAWA may, at any time, upon written order to Consultant, require Consultant to stop all, or any part, of the Services called for by this Contract for a period of thirty (30) days. Said thirty (30) day period shall commence on the day the written order is delivered to Consultant, and shall further be extended for any period to which the Parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this clause. Upon receipt of such an Order, Consultant shall forthwith comply with its terms. Within a period of thirty (30) days after a Stop Work Order is delivered to Consultant, or within any extension of that period to which the Parties have agreed, LAWA shall either:

- (a) Cancel the Stop Work Order; or
- (b) Terminate the Services as provided in Section 33 hereof.

23.5. If a Stop Work Order issued under this Section is cancelled or expires, or the period of any extension thereof is cancelled or expires, Consultant shall not resume work until the Stop Work Order has been retracted in writing by LAWA. Upon retraction of the Stop Work Order an equitable adjustment will thereafter be made for Consultant's time of performance, Consultant's compensation, or both, consistent with the provisions of Section 7.0 of this Contract, if:

- (a) The Stop Work Order results in an increase in the time required for, or in Consultant's cost properly allocable to, the performance of Services under this Contract actually performed by Consultant and that Consultant could not reasonably have avoided performing; and
- (b) Consultant asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided, however, that LAWA may investigate any facts relating to any such claim.

23.6. If a Stop Work Order is not cancelled or retracted, and the Services covered by such order are terminated for the convenience of LAWA, Consultant shall not be paid for any costs resulting from said Stop Work Order and shall not be entitled to payment for any anticipated profits on account of Services unperformed or any loss of opportunity to perform other services

or compensation for any damages of any nature whatsoever arising from LAWA's termination of Consultant's Services.

23.7. It is understood and agreed that should LAWA decide that any portion of Project and/or Consultant's Services shall be suspended or terminated, this Contract shall continue to apply to that portion or those portions of Project and/or Consultant's Services not suspended or terminated, and that such suspension or termination of a portion of Project and/or Services shall in no way make void or invalidate this Contract as to that portion, or those portions of the Project and/or Services, not suspended or terminated.

23.8. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become LAWA property upon date of such termination. Consultant agrees to execute any documents necessary for LAWA to perfect, memorialize, or record LAWA's ownership of rights provided herein. The section shall survive termination of this Contract.

Section 24.0 Assignment or Transfer Prohibited.

24.1. Consultant shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of LAWA Chief Executive Officer (CEO). The names of Sub-Consultants or others whom Consultant intends to employ to perform Services as part of the Project shall be submitted to LAWA for prior approval.

24.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Consultant is a joint venture or partnership or limited liability company, the transfer of fifty percent (50%) or more of the partnership interest or membership in the joint venture, limited liability company, or partnership of the Consultant; and, (ii) if Consultant is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Consultant; (iii) the dissolution by any means of Consultant; and (iv) a change in business or corporate structure. Any such transfer, assignment,

mortgaging, pledging, or encumbering of Consultant and/or Contract without the written consent of the CEO is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Consultant and/or Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

Section 25.0 Business Tax Registration.

25.1. Consultant represents that it has registered its business with the City Clerk of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.0 and following, of City's Municipal Code).

25.2. Consultant shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the Term hereof.

Section 26.0 Confidentiality of Information.

26.1. Unless expressly agreed otherwise by LAWA in writing, all Work Products and Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Consultant in connection with this Contract or to which Consultant has access to during the term of this Contract (collectively, "Project Data") are property of LAWA and are confidential. Consultant expressly agrees that, except as specifically authorized by LAWA in writing or as may be required by law, Project Data will be made available only to LAWA, and, on a need-to-know basis, Consultant's employees and Sub-Consultants. Consultant acknowledges that Project Data may contain information vital to the security of LAWA's airports. Consultant shall take utmost precaution/measures while sharing information with its Sub-Consultants, and shall do so on a need-to-know basis only, even while working on the Project. If Consultant fails to comply with this section, Consultant will be liable for the reasonable costs of actions taken by LAWA, the airlines, the FAA, or the TSA that the applicable entity reasonably incurs in good faith as a result

of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Consultant and its Sub-Consultants shall store all the information gathered as part of this Project in a secure and safe place during and/or after the performance of this Contract. Consultant agrees that both during and after the term of this Contract, LAWA's Project Data shall be considered and kept as private and privileged records of LAWA and, except as expressly required by law, will not be divulged, shared, or disclosed to any person, firm, corporation, or entity except on the prior written authorization of LAWA's CEO.

26.2. Except as authorized in writing by LAWA, Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the tasks/projects to which the Services pertain.

26.3. If Consultant is presented with a subpoena or a request by an administrative agency regarding any Project Data which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to LAWA and to the CEO and to the City Attorney for the City of Los Angeles, with the understanding that LAWA will have the opportunity to contest such process by any means available to it before any Project Data is submitted to any court, administrative agency, or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 27.0 Appropriation of Funds.

27.1. Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for LAWA to comply with its governing legal requirements, LAWA shall have no obligation to make any payments to Consultant unless LAWA shall have first made an appropriation of funds equal to, or in excess of, its obligation to make any payments as provided in this Contract. Consultant agrees that any Services provided by

Consultant, purchases made by Consultant, or expenses incurred by Consultant, in excess of said appropriation(s), shall be free and without charge to LAWA, and LAWA shall have no obligation to pay for any of said Services, purchases or expenses. Consultant shall have no obligation to provide Services, nor to incur any expenses, in excess of the appropriated amount(s) until LAWA appropriates additional funds for this Contract.

27.2. If LAWA does not appropriate additional funds in an amount equal to, or in excess of, its obligation to make any payments as provided in this Contract, either Party may terminate the Contract by providing thirty (30) days written notice to the other Party. The Parties agree that this termination provision shall have no force or effect on either of the Parties' respective rights to terminate this Contract under any other provision hereof. If either Party terminates the Contract pursuant to this paragraph, the sole right, remedy and recourse of Consultant against LAWA shall be governed and determined by paragraph 33.1 below.

Section 28.0 Compliance With Applicable Laws.

28.1 Consultant shall, at all times during the performance of its obligations under this Contract, comply with all applicable present and/or future local, LAWA, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990. Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with such enactments. Further, Consultant agrees to cooperate fully with the City in its efforts to comply with the Americans With Disabilities Act of 1990 and any amendments thereto, or successor statutes.

28.2 Should Consultant fail to comply with this Section, then LAWA shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Consultant will then be required to reimburse LAWA for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge. Should Consultant not promptly reimburse LAWA pursuant to this paragraph, LAWA shall have the right

to offset, set off and/or withhold the requisite amount from future payments that become due and owing by LAWA to Consultant.

Section 29.0 Responsibility for Sub-Consultants.

Consultant shall be responsible to LAWA for all work performed and Services provided by Consultant's Sub-Consultants.

Section 30.0 Waiver.

The waiver by LAWA of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 31.0 Entire Agreement.

It is expressly understood and agreed by the Parties that this Contract, including the Exhibits, Attachments, and Contract Documents referenced and incorporated herein, and all other materials referenced herein, constitute the entire agreement between the Parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the Parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement. Any amendment(s) or changes(s) to this Contract shall be in writing, and effective only when such amendment(s) or change(s) are executed by the Parties hereto.

Section 32.0 Miscellaneous.

32.1. It is the intention of the Parties hereto that if any provision of this Contract is capable of different constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32.2. It is the intention of the Parties hereto that the language of this Contract shall be construed according to its fair meaning, and not strictly for or against either LAWA or Consultant.

32.3. In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, LAWA and Consultant shall endeavor to negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

32.4. This Contract, and every question arising hereunder, shall be construed, determined and enforced in accordance with the laws of the State of California, without regard to conflict of law principles. Venue shall be at the Southwest District of the Superior Court of the State of California for the County of Los Angeles.

32.5. The section headings appearing herein are for the convenience of LAWA and Consultant, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

32.6. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

32.7. The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

32.8. City of Los Angeles ordinance and code exhibits are provided as a convenience to the Parties only. In the event of a discrepancy between the exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

Section 33.0 Default and Right of Termination.

33.1 Termination for Convenience. LAWA may terminate this Contract, with or without cause and without liability for costs or damages of any kind, upon giving the Consultant a thirty (30) day advance written notice or as otherwise provided herein. In the event of a termination for convenience and without cause, Consultant shall be paid: (i) the amount due for authorized work

properly performed through the date of such termination, plus (ii) reasonable additional expenses incurred by Consultant and fully substantiated to LAWA, which are directly attributable to the termination and which could not reasonably have been avoided; provided that in no event shall Consultant be entitled to any anticipated profits on account of Services unperformed or any loss of opportunity to perform other services or compensation for any damages of any nature whatsoever arising from LAWA's termination of Contract. A reasonable time will be allowed to LAWA or LAWA's designees to validate and/or audit all such claims for payment. Termination of this Contract shall not relieve or release Consultant from any liability to LAWA for damages sustained by LAWA by virtue of any breach of this Contract by Consultant.

, 33.2 Termination for Cause. In the event Consultant fails to abide by the terms, covenants, provisions and conditions of this Contract, if a receiver is appointed on account of Consultant's insolvency, or if the Services under this Contract fall below an acceptable level as determined by LAWA, LAWA shall notify the Consultant in writing of the defect, default, or problem. If the same is not corrected by Consultant, or substantial steps are not taken toward accomplishing such correction by Consultant within two (2) calendar days after LAWA's mailing of the notification, LAWA may, at its sole discretion, (a) terminate this Contract forthwith upon giving Consultant a ten (10) day written notice, or (b) withhold any further payment for Consultant's Services until such defect, default, or problem is corrected by Consultant within the time specified by LAWA. If the defect, default, or problem is still not corrected by Consultant within that time, LAWA may terminate the Contract forthwith by giving Consultant a ten (10) day written notice. Consultant shall remain liable to LAWA for all damages suffered by LAWA by reason of any such failure by Consultant in accordance with applicable law. In the event of Consultant's failure to perform fully in accordance with the Contract, the Contract Documents and any documents incorporated herein, LAWA may elect to permit Consultant to continue to perform without waiving its right to terminate Consultant's Contract for breach or default, and Consultant shall be liable to LAWA for damages in accordance with applicable law. If it is determined by a court of competent

jurisdiction that a termination under this paragraph 33.2 was wrongful or unjustified, such termination shall be deemed a termination for the convenience of LAWA under paragraph 33.1, and the sole right, remedy and recourse of Consultant against LAWA shall be governed and determined by paragraph 33.1.

33.3 Upon LAWA giving notice (written or otherwise) to the Consultant of LAWA's decision to terminate the contract whether for convenience or for cause, the Consultant shall immediately surrender to LAWA all LAWA property including, but not limited to, items of authority (badges, permits, etc. issued by LAWA) that are in the possession, custody, and care of the Consultant and/or its agent(s). Upon LAWA giving notice to the Consultant of LAWA's decision to terminate the contract whether for convenience or for cause, Consultant shall also deliver to LAWA all Work Products created or used by Consultant and/or its Sub-Consultants in the performance of its obligations under the Contract, Contract Documents or any documents incorporated herein.

33.4 Termination of the Contract by LAWA shall not give rise to any cause of action or claim against LAWA or the City, including its Boards, Departments and City's officers, agents, servants and employees, for any damages of any nature whatsoever, or for extra compensation or loss of anticipated profits. Termination of the Contract for any reason shall not release Consultant from any of its obligations under this Contract, the Contract Documents and any documents incorporated herein existing at the time of termination or which expressly survive termination. Consultant shall remain responsible for all of its obligations and all Services performed prior to the date of such termination.

Section 34.0 Notices.

All notices shall be in writing and addressed as follows:

34.1. Notices to City, LAWA, and to the City Attorney of the City of Los Angeles shall, until Consultant's receipt of written notice otherwise from these parties, be addressed to said parties at:

**Los Angeles World Airports,
The Development Group
7301 World Way West, 10th Floor
Los Angeles CA, 90045,**

And

**Los Angeles City Attorney
1 World Way
Los Angeles, CA 90045.**

34.2. Notices to Consultant shall, until LAWA's receipt of written notice otherwise from Consultant, be addressed to Consultant at

**Thomas T. Kim, PE
Sr. Vice President
HDR Engineering, inc.
3230 El Camino Real, Suite 200
Irvine, CA 92602**

34.3. All such notices may either be delivered personally to LAWA or to the Office of the City Attorney, Airports Division, in the one case, or to Consultant in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

34.4. The execution of any such notice(s) by LAWA shall be as effective as to Consultant as if it were executed by Board, or by Resolution or Order of said Board, and Consultant shall not question the authority of LAWA to execute any such notice(s).

Section 35.0 Vendor Discount.

Consultant agrees to offer LAWA any discount terms that are offered to its best customers for the goods and Services to be provided herein and apply such discount to payments made under this Contract which meet the discount term.

Section 36.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).

The Consultant, other underwriting firm members of the underwriting syndicate, Sub-Consultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign

contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Consultant and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Consultant and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a Sub-Consultant expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution #_____. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and 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 City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract 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, underwriting firms, Sub-Consultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle LAWA to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 37.0 LAWA Performance Assessments.

36.1. The LAWA Project Representative ("LPR"), Chief Airports Engineer – ADP, or his/her designee will evaluate Consultant's performance as often as the LPR deems necessary throughout the term of the Contract and after completion of the Services. Such evaluation will be based on criteria provided in the LAWA Contractor Assessment Instructions ("LAWACA") and LAWACA Rating Guidelines, incorporated into and made a material part of this Contract by reference.

36.2. LAWA will provide Consultant with a copy of any LAWACA evaluation. Within fourteen (14) days of receipt of a copy of a LAWACA evaluation, Consultant may submit a

response. LAWA may consider any LAWACA evaluation along with Consultant's response thereto, in evaluating future proposals and/or bids submitted by Consultant to LAWA for contract award.

Section 38.0 Execution.

This Contract and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Contract, and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All Parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail,



or other electronic means shall constitute an Electronic Signature to an Electronic Record under both ESIGN and UETA with respect to this specific transaction.

[Remainder of this page is intentionally left blank]



IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by LAWA, and Consultant has caused the same to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Hydee Feldstein Soto

Date: 1/4/2023

By *W. Ross*
Deputy City Attorney

CITY OF LOS ANGELES

By: _____
Executive Director
Department of Airports

By _____
Comptroller
Department of Airports

ATTEST:

HDR ENGINEERING, INC.

By *Elizabeth C. Buell*
Secretary (Signature)

Elizabeth C. Buell, Assistant Secretary
Print Name

By *Anna Lantin*
Signature

Anna Lantin, PE
Print Name

Vice President
Print Title



Exhibit A: Scope of Services

The successful proposer(s) will be required to provide LAWA with complete professional Project Management/Construction Management (PM/CM) Services to support the proposed Airfield and Terminal Modernization Project (ATMP) Landside Improvements at LAX. Tasks under this contract may range from cost and scheduling reviews to design and construction risk and logistics assessments. The successful proposer(s) shall provide expert and specialized staffing resources as required by LAWA. The successful proposer(s) staff will typically be located on site in LAWA facilities with LAWA staff. Depending on space availability, the successful proposer(s) may be asked to provide supplemental work space, hardware, software, and connectivity.

1. Project/Construction Management Services

Project Management/Construction Management services shall include expert assistance to LAWA in the management of the ATMP Landside Improvements project from design throughout the construction and closeout phase. The services shall consist of the following:

- Project Management
- Document Controls
- Cost & Schedule Controls
- Closeout
- Construction Impact Analysis
- Maintenance of Traffic Assessments
- Stakeholder Coordination
- Executive Reporting
- Construction Management
- Design Reviews
- Estimating Services or Analysis
- Peer Reviews
- Constructability Reviews
- Change Management
- Outreach
- Risk Assessments

2. Additional Detail to the PM/CM Services

The following provides some additional information about the services requested to provide clarity to the task:

- Develop, manage and analyze cost and schedule reports at the detailed and executive levels. The ability to forecast financial and schedule risks, so mitigation measures can be implemented as early as possible is key to a project's success
- Establishing and maintaining a risk registry for the project and assisting LAWA with proper prioritization of risks and the implementation of risk mitigations
- Create, manage, track and report on change management. Track changes by type, cause and other categories. Create reports that show trending.
- Create lessons learned report and track throughout the project.
- Create presentations as needed to communicate project progress.
- Processes to control and manage project change and impacts.
- Analyze, update, manage, and monitor the approved Project Schedule. Assess schedule on a routine basis and report variances from the approved baseline schedule.
- Management of the Change Order process to ensure Changes are properly executed and tracked from the Owner's perspective.
- Provide cost control, including reviewing and negotiating change order requests, applications for payment and claims.
- Review project budgets and cost estimates and provide LAWA with analysis results

- Coordination with Authorities Having Jurisdiction, LAWA tenants and other stakeholders, as well as the Design/Builder to facilitate an efficient operation of the project. Implement policy, procedures and accountability to all parties involved to achieve success.
- Assessments on the approach to Maintenance of Traffic and Mitigation of Construction Impacts from the Design/Builder. Provide input on approaches that may severely, or unnecessarily hinder the flow of traffic at LAX and facilitate working sessions to find better, less impactful alternatives.
- Stakeholder Coordination and Outreach: Define your processes to accomplish these tasks and what successes have you had with them in the past. Provide references to other projects if possible.
- Constructability reviews of the Design/Builder's progress designs to assist LAWA in avoiding costly changes. Track the resolution of all comments to the satisfaction of LAWA. Reviews to include code/criteria compliance and constructability reviews during the different phases of the project including but not limited to building systems, vertical transportation, Fire Life Safety (FLS), DBE project approach, and programming approach.
- Analyze value engineering and systems proposals.
- Construction impact and logistics reviews of the Design/Builder's approach to discuss and potentially eliminate highly impactful approaches to the project.
- Managing the closeout of each work package in the project
- Assessments on the approach to Maintenance of Traffic from the Design/Builder. Providing input on approaches that may severely, or unnecessarily hinder the flow of traffic at LAX
- Create a project dashboard to communicate project information to include easy graphics that display project health and issues. The project dashboard shall show project health including but not limited to budget, changes, cash flow projections, milestones, RFI status, project KPI's, design change status, current project risks, etc. This shall be submitted at a minimum monthly.
- Provide on-site construction representation, observation, and reporting.
- Provide document control system that is always accessible to LAWA and is organized to meet LAWA standards.
- Assist the DBE with quality control/quality assurance, inspections, and commissioning activities.
- Assist with punch list and close-out documents.
- Create, manage and implement a communication plan.
- Create opportunities for partnering throughout the project, formal and informal.

3. Additional Services

Consultant may be expected to provide additional PM/CM related tasks or services which would be identified based on the Project's needs. In all instances, the proper level of expertise shall be provided to successfully implement the Project.

End of Scope of Work

Exhibit B: Cost Reimbursable Guidelines

LOS ANGELES WORLD AIRPORTS

The Consultant shall be reimbursed for the following costs in accordance with City policy, subject to amendments, and the guidelines detailed below:

A. COMPENSATION FOR PERSONNEL

LAWA shall compensate the Prime Consultant and Sub-Consultant/Sub-Contractor for personnel costs based upon employees' LAWA-approved hourly rates and actual hours worked. Additionally, the Prime Consultant is allowed a mark-up, per the negotiated rates and fees for this contract, on first-tier Sub-Consultant/Sub-Contractor direct labor for the management of the Sub-Consultant/Sub-Contractor work.

1. Personnel Hourly Rate Calculation

- a) While directly engaged in the performance of this Contract on an Hourly basis, the Consultant shall be compensated for actual cost of base salaries and wages of professional, technical and support personnel in accordance with negotiated rates and fees, and as authorized via Task Orders.
- b) Base Hourly Rate is defined as either the employees' actual base yearly salary divided by 2,080 hours for salaried employees, or hourly wage rate for hourly employees. LAWA may, at its discretion, allow the use of a basis other than 2,080 hours for Consultants on a non-standard work year.
- c) The Multiplier for this contract is as negotiated
- d) The Multiplier for any Sub-Consultants/Sub-Contractors providing personnel services shall be based upon an audited Home/Field Office Overhead Rate or a negotiated Home/Field Office Overhead Rate, and must be approved in writing by LAWA prior to addition of said Sub-Consultant/Sub-Contractors to the contract.
- e) If at any time the LAWA Project Management team determines the need to use offsite staff on site, a *Field Office Overhead Rate* will be used.
- f) Time is the sum of actual hours and fractions thereof worked by each employee directly engaged in the performance of this Contract.
- g) The Billable Hourly Rate is the product of the LAWA negotiated and approved Base Hourly Rate and the Multiplier.

2. Hourly Rate Schedule and Overtime

- a) The not-to-exceed Maximum Reimbursable Hourly Rates for job classifications of employees directly engaged in performing Work under this Contract are as negotiated. The Job Classifications and Hourly Rates may not be changed without prior written approval of LAWA. The actual hourly rates to be applied to specific Consultant personnel must be pre-approved via a Task Order and/or Personnel Authorization. LAWA approval for adjusting the not-to-exceed Maximum Reimbursable Hourly Rate(s) shall not be unreasonably withheld if supported by actual hourly rates which are reflective of the current competitive market. Approved actual hourly rates may only be adjusted with prior LAWA approval and must be made in accordance with the Consultant's current approved salary plan. Prior written approval is required and is effective as of the date indicated on the Task Order. The Consultant shall fully document to LAWA's satisfaction that such proposed salaries are indeed reflective of the current competitive market.

- b) Any and all personnel and associated hourly rates must be approved, in advance, by LAWA. The Consultant shall submit to LAWA the employee's name, job classification, company, hourly rate (with supporting documents) and exempt or non-exempt status. The individual hourly rates may be re-negotiated for each additional contract year. However, in no event shall the hourly rate be increased by more than three percent (3%) per Contract year without prior written justification and approval by LAWA.
- c) LAWA's approval of additional personnel shall not entitle Consultant to any additional compensation beyond the limit established for the individual Task Order or herein.
- d) LAWA hereby relies upon the Consultant to properly designate its employees as exempt or non-exempt under the Fair Labor Standards Act. LAWA shall not reimburse Consultant for back pay, penalty or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of its employees.
- e) All overtime must be approved in advance by LAWA. In the event that overtime work is required by non-exempt employees whereby there is an associated premium cost, the overtime shall be compensated as defined by the Fair Labor Standard Act. The premium OT compensation shall be computed as follows:

<u>Regular Hourly Rate Portion of Work</u>	<u>Premium Portion</u>	<u>OT Hourly Rate</u>
[(Base hourly rate) x (Multiplier)]	+ [(Base hourly rate x 0.5) x (1 + Profit%)]	

- f) Personnel time incurred with travel shall not be compensable beyond a normal workday.

B. REIMBURSABLE TRAVEL EXPENSES

It is the policy of LAWA to allow for the reimbursement of Consultant/Contractor relocation and travel expenses, in accordance with City policy, when it is determined that such reimbursement assists in the furtherance of official city business goals and/or increases revenue for LAWA. Official city business is constituted as and shall demonstrate:

- (1) *A valid City interest to be served or gained thereby;*
- (2) *Relevance to the City operations or the individual's role in such operations;*
- (3) *The promotion or development of City programs, methods or administration; or*
- (4) *Compliance with instructions or authorization of the Mayor or the City Council.*

It is expected that in each instance the Consultant/Contractor will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.

Prior written approval by LAWA is required as designated in the contract language. It is expected that before such authorization is granted, due consideration shall be given to such factors as suitability, level of seniority in the field of expertise, specialty discipline, and nature of the business involved.

For travel to locations other than LAX, prior written authorization is required and reimbursement of expenses shall be computed based upon City policy, subject to amendments, and all conditions as noted herein will apply. Only those Consultants specifically authorized by LAWA may submit travel expenses for reimbursement.

1. Travel Expenses Reimbursement Methodologies

a) Travel Related Reimbursement Factor

This methodology shall be applied when the frequency of travel is known and forecasting of expenditures can be made with a certain level of predictability. Utilizing this methodology,

LAWA may negotiate a travel-related reimbursement factor. This factor must be authorized by LAWA and detailed in a Task Order or Travel Authorization, as designated in the contract language. The authorizing document shall specify the time period for which this approval is granted. LAWA reserves the right to periodically review and adjust the travel related reimbursement factor.

Under this methodology, LAWA will not require submission of actual receipts for the reimbursement factor but will require verification of travel status in the form of airfare or transit receipts, or lodging receipt/lease agreement.

b) Actual Costs for Airfare/Transit Expenses plus Not-to-Exceed Per Diem

In cases where Consultant travel is required for a limited duration, LAWA may authorize a Consultant to receive reimbursement of airfare and transportation expenses plus a not-to-exceed per diem to cover lodging, meals and incidental expenses for one full day. With the exception of meals which will be covered via a meal allowance, all other travel-related expenses shall be based upon submission of actual receipts.

i. Air Travel

Official travel shall be by the most direct routing and Consultant air travel expenses are allowable only for the lowest regular fare available for regularly scheduled airlines for the date and time selected. LAWA will reimburse for the price of a coach class, unrestricted ticket. When possible, economy or special fares are to be used. Consultants, when possible, should make every effort to make the reservation well in advance to be able to get the best price possible. Approved Air Travel must be supported by legible copies of airline tickets. Electronic tickets and boarding passes are acceptable. LAWA shall only reimburse for reservation change fees when the schedule change was requested by LAWA and is supported by documentation confirming LAWA's direction of schedule change. Comfort items such as paying for exit row seats or service upgrades are not allowable. In cases where the traveler is charged for the first checked bag, the City will reimburse for this fee. Baggage fees for additional items will not be automatically reimbursed unless a justification for a business need is provided. Checked baggage fees are considered a separate reimbursement expense and are not included as part of the per diem.

ii. Ground Transportation

For consultants approved on travel status, the least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation is defined as travel from home to airport and back, and from airport to LAWA business location and back.

i) Local Transportation - Local transportation costs incurred by Consultant while in travel status will be reimbursed as follows:

- Taxi/limousine/bus - Reimbursable at actual cost.
- Rental Automobiles - Because of their cost, rental automobiles shall be used only when their use will affect a savings or other advantage, or when the use of other transportation is not feasible. Rental automobiles should be limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. All rental cars will be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency may not be reimbursed.

- Private Automobile - Use of private or Consultant owned or leased automobiles will be reimbursed at the rate permitted under the Internal Revenue Service published rates as applicable to such costs. Prior written approval by LAWA is required before any private automobile will be allowable for reimbursement.
- Tolls and parking charges - for use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking charges at origination/destination are reimbursable at cost.

ii) Local Travel - Travel to and from the Site for Home Office Staff who are located in any of the Consultant's office locations in the Los Angeles Vicinity is not reimbursable without prior written approval by LAWA.

iii. Not-to-Exceed Per Diem

The not-to-exceed per diem rate will be applied as a meal allowance, in accordance with the limits established by the City Controller, plus actual costs for lodging and incidentals. The combined total amount of the meal allowance, lodging and incidental costs shall be in accordance with City policy.

Covered Expenses:

- Lodging to include hotel/motel or corporate housing
- Meal allowance which covers meals, including gratuity
- Incidental expenses which includes:
- Fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or stewardesses, and others

2. Lodging/Meals Guidelines

A per diem may be used to reimburse Consultant for overnight accommodations and meals when in travel status on behalf of LAWA as outlined in the City's travel policy and amended from time to time. If Consultant's internal policy is a lower rate, the lower rate will be used. The per diem rate will be applied as a meal allowance, in accordance with the limits established by the City Controller, plus actual costs for lodging and incidental expenses. Receipts are required for lodging and incidental expenses and will be reimbursed in accordance with City policy. As the per diem is periodically updated by the CAO, reimbursement shall be made based upon the per diem rate published at the time expenses are incurred. In the selection of restaurants and lodging, it is expected that individuals will seek moderately priced establishments of acceptable quality. The Consultant must consider transportation costs, time, and other relevant factors in selecting the most economical and practical accommodations. Consultants will be required to select a hotel/motel within the City of Los Angeles limits. In cases where rates have been negotiated with the hotel properties surrounding its airports, LAWA will make this listing available for the Consultant's consideration. Approval of the properties not on the negotiated list will be evaluated based upon competitive rates. Lodging expenses will be reimbursed only at the single occupancy rate.

For traveling employees assigned to the Site on a regular basis, the Consultant may utilize internal policies, such as use corporate apartments, to determine the most cost effective lodging. Prior to leasing or procuring such lodging, the Consultant shall perform a lease versus per diem analysis and provide to LAWA for review and concurrence.

1. Incidental expenses – The per diem rate includes incidental expenses.
2. Expenses above the per diem rate shall not be reimbursed even if supported by receipts.

3. Meal and incidental allowance will be prorated at 75% of the daily allowance as follows: (Prorating of meal and incidental allowance is specified under IRS Publication 463.)

- On travel days regardless of departure and/or arrival times;
- When a meal is provided as part of the conference;
- For travel under the "50-mile" rule exceptions with overnight lodging and pre-approval

Note: No meal allowance will be provided when meals are provided throughout the day by the host or as part of a conference.

4. Meal receipts do not have to be presented to receive the meal allowance per day of business travel except for travel on grant funded projects where the grantor requires complete documentation of travel expenses.
 5. Gratuities are limited to no more than 15% and are included as part of the Meal Allowance. There will be no additional reimbursement for gratuities.
 6. For international travel, meal and incidental allowances will be provided according to City policy.
3. Non-Reimbursable Travel Costs (Including but not limited to:):
 1. Non-economy class airfare
 2. Non-compact vehicle rental
 3. Air flight insurance
 4. Expense of any insurance offered by the auto rental company such as Collision Damage Waiver, Personal Accident Insurance, Liability Insurance Supplement, Personal Effects Coverage, Supplemental Liability Protection, etc. in connection with a rented vehicle.
 5. Auto repairs, replacement or towage to personal vehicle when such use has been authorized.
 6. Valet parking when self parking is available.
 7. Expenses above the meal allowance shall not be reimbursed even if supported by receipts.
 8. Meals and incidental expenses in excess of the set domestic stipend or international federal per diem rate will not be reimbursed.
 9. Reimbursements for LAWA employee's meals are not allowable, except in accordance with City policy.
 10. Alcoholic beverages.
 11. Expenses incurred by a dependent or other person accompanying the Consultant employee on an official business trip are not allowable. Bills indicating multiple occupants are to be adjusted to single occupancy rate and disallowed unless disclosure is made indicating reason, names, and dates.
 12. Expenses of a purely personal nature.

4. Other Allowable Direct Costs while on travel-status

1. Telephone - Actual cost of business telephone charges, subject to the limits on E-Mobile charges described below, incurred by Consultant while in travel status is reimbursable. Personal telephone charges are not allowable.

2. E-Mobile Communication Devices - Unnecessary and/or unreasonable charges such as roaming fees, except roaming fees incurred while in approved travel status, roadside assistance, home distance, text messaging or any other such feature that is not essential to the individuals job function will not be reimbursed. LAWA reserves the right to limit the number of individuals allowed to bill to mobile communication devices. LAWA will not reimburse for personal calls.

C. OTHER REIMBURSABLE EXPENSES

1. Supplies, materials and equipment - At actual cost for items used directly in the furtherance of work and supported by receipts on all individual items. Any equipment, copiers, computer software, intellectual property licenses or any other non-consumable supplies (collectively, "Equipment") purchased or licensed by Consultant for use at the Site and reimbursed by LAWA, shall be LAWA's and title therefore shall vest in LAWA upon such purchase or license. Equipment may also be leased if determined to be cost effective. The Consultant shall provide a lease versus purchase analysis for such proposed leased Equipment. If Equipment is currently owned by the Consultant, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market rate. No such Equipment may be purchased, leased or licensed without the prior written approval of LAWA.
2. Reproduction - At actual cost of outside reproduction of material and documents required in the furtherance of work.
3. Computer Services - Computers, peripherals and software that are deemed to be standard equipment used in the course of business and as such, shall not receive reimbursement, unless specifically authorized by LAWA.
4. E-Mobile and other Communication Devices - At actual cost for acquisition all devices combined such as cell phones, pagers, radios, etc. in an amount not to exceed \$100 per authorized individual. (Job site radio systems are not included in this limit.) The purchase of all devices to be reimbursed must be pre-approved by LAWA in writing with the device cost and model itemized and the device shall become LAWA's property upon project completion. Service charges for devices are reimbursable, except unnecessary and/or unreasonable charges such as roaming fees (except roaming fees incurred while in approved travel status), roadside assistance, home long distance, text messaging or any other such feature that are not essential to the individuals job function which will not be reimbursed. The City reserves the right to limit the number of individuals allowed to bill for mobile communication devices.
5. Vehicle and Equipment Costs - Prior to leasing/purchasing major equipment, trailers and/or vehicles, the Consultant shall perform a lease versus purchase analysis. If the job vehicle is currently owned by the Consultant parent company, it may be leased for exclusive use at the Site and on the Project and reimbursed by LAWA at a fair market/comparable lease rate. The analysis shall be approved by LAWA prior to leasing and/or purchasing major equipment and vehicles. Job vehicles and vehicles for Key Personnel will be reimbursed at actual leased cost as long as such lease cost is reasonable. Repairs related to normal wear and tear for such vehicles will be reimbursed at actual cost as long as such costs are reasonable. Reimbursement will not be made for repairs related to abuse or neglect by the Consultant nor will repairs related to items covered by insurance be reimbursed. Task Orders will be reimbursed via a wet lease rate when the Task Order so specifies. This rate will cover all cost related to the operation of the vehicle, which includes but is not limited to the lease, insurance, gasoline, maintenance, and repairs.

6. Training and Seminar Costs - Training and seminar costs for Consultant employees may be reimbursed only if such training or seminar directly benefits the City, and has been approved by LAWA in advance.
7. Office Expenses - Reimbursement for office expenses not covered in the overhead shall be made for the actual costs for purchases, rent, utilities, permit fees, license fees, taxes, if any, improvements to leased office space, electrical or telephone installation or rearranging, security and janitorial services, office supplies or any other costs or expenses related to such rented, purchased or leased facility and required by Consultant in performance of its Services as well as any non-labor costs expended by the Consultant. Office communication expenses include reimbursement of actual cost for long distance telephone services. Express mail or other forms of communication used on a day to day, ordinary course basis are reimbursable. Mass mailings that are approved in advance in writing by LAWA are a reimbursable cost. Cost for bottled drinking water and coffee at the field office is not reimbursable.
8. Business Meeting Expenses – Subject to LAWA prior approval, reimbursement for business meeting expenses on behalf of LAWA shall be made at actual cost and supported by receipts. A list of attendees and subject of meeting will be required.
9. Other costs that are not included in or covered by the Consultant's Overhead Rate - At actual cost for items used directly in the furtherance of work, subject to the prior written approval of LAWA, and supported by receipts.

D. COSTS NOT REIMBURSABLE

Include charges for entertainment, non-economy class airfare, bidding and proposal costs associated with obtaining the Contract, contributions, personal telephone charges, dues and subscriptions, alcoholic beverages, expenses for transportation for personal pursuits, gifts, gratuities greater than 15%, microwaves and refrigerators, bottled water, lunches, paper plates, cups, coffee, creamer, wipes and hand sanitizer, and other charges expressly disallowed under the terms of this Contract. Extraordinary expenses require prior LAWA approval.

E. CONSULTANT'S SUBCONSULTANTS

Consultant Sub-Consultants shall follow the reimbursable expense guidelines set forth for Consultant herein.

Exhibit C: First Source Hiring Program

FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

- I. **Purpose.** The purpose of this First Source Hiring Program is to facilitate the employment of Targeted Applicants by Airport Employers. It is a goal of this First Source Hiring Program that this Program benefit Airport Employers by providing a pool of qualified job applicants through a non-exclusive referral system.

- II. **Definitions.** As used in this Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport" shall mean Los Angeles International Airport.

"Airport Employer" shall mean a party that, through a contract, lease, licensing arrangement, or other arrangement, agrees to comply with this First Source Hiring Program with regard to Airport Jobs. Operators of transportation charter party limousines, non-tenant shuttles, and taxis shall not be considered Airport Employers.

"Airport Job" shall mean a job that either (i) is performed On-Site, or (ii) is directly related to a contract, lease, licensing arrangement, or other arrangement under which the employer is an Airport Employer. Positions for which City's Worker Retention Policy requires hiring of particular individuals shall not constitute Airport Jobs for purposes of this Program.

"City" shall mean the City of Los Angeles.

"Coalition" shall mean the LAX Coalition for Economic, Environmental, and Educational Justice, an unincorporated association comprised exclusively of the following organizations: AGENDA; AME Minister's Alliance; Clergy and Laity United for Economic Justice; Coalition for Clean Air; Communities for a Better Environment; Community Coalition; Community Coalition for Change; Environmental Defense; Inglewood Coalition for Drug and Violence Prevention; Inglewood Democratic Club; Lennox Coordinating Council; Los Angeles Alliance for a New Economy; Los Angeles Council of Churches; Nation of Islam; Natural Resources Defense Council; Physicians for Social Responsibility Los Angeles; Service Employees International Union Local 347; and Teamsters Local 911.

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

"Cooperation Agreement" shall mean the Cooperation Agreement between LAWA and the LAX Coalition for Economic, Environmental and Educational Justice.

"LAWA" shall mean Los Angeles World Airports.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income, adjusted for household size, for the Primary Metropolitan Statistical Area.

"On-Site" shall mean physically located on property owned or leased by LAWA and pertaining to Airport.

"Program" shall mean this First Source Hiring Program.

"Project Impact Area" shall have the meaning set forth in the "Final Environmental Impact Report" for the LAX Master Plan Program, dated April 2004, as supplemented by one or more EIR Addenda prior to certification of the EIR by the City Council.

"Referral System" shall mean the referral system established to provide applicant referrals for the Program.

"Special Needs Individuals" shall mean: (i) individuals who receive or have received public assistance through the [Temporary Assistance for Needy Families Program], within the past 24 months; (ii) individuals who are homeless; (iii) ex-offenders, (iv) chronically unemployed, and (v) dislocated airport workers.

"Targeted Applicants" shall have the meaning set forth in Section IV below.

III. **Coverage.** This Program shall apply to hiring by Airport Employers for all Airport Jobs, except for jobs for which the hiring procedures are governed by a collective bargaining contract that conflicts with this Program.

IV. **Targeted Applicants.** Referrals under the Program shall, to the extent permissible by law, be made in the order of priority set forth below.

- ☐ **First Priority:** Low-Income Individuals living in the Project Impact Area for at least one year and Special Needs Individuals; and
- ☐ **Second Priority:** Low-Income Individuals residing in City.

V. **Initial Airport Employer Roles.**

- A. **Liaison.** Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
- B. **Long-Range Planning.** Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. **Airport Employer Hiring Process.**

- A. **Notification of Job Opportunities.** Prior to hiring for any Airport Job, an Airport Employer shall notify the Referral System, by e-mail or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g., language skills, driver's license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.
- B. **Referrals.** After receiving a notification under Section VI.A above, the Referral System shall within five days, or longer time frame agreed to by the Referral System and Airport Employer, refer to the Airport Employer one or more Targeted Applicants who meet the Airport Employer's qualifications.

C. Hiring.

1. New Employer Targeted Hiring Period. When making initial hires for the commencement of an Airport Employer's operations related to Airport, the Airport Employer shall consider and hire only Targeted Applicants for a two week period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
2. Established Employer Targeted Hiring Period. When making hires after the commencement of operations related to Airport, an Airport Employer shall consider and hire only Targeted Applicants for a five-day period following provision of the notification described in Section VI.A. After this period, the Airport Employer shall make good-faith efforts to hire Targeted Applicants, but may consider and hire applicants referred or recruited through any source.
3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

- A. Reports. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall, on a quarterly basis, notify the Referral System of the number, by job classification, of Targeted Applicants hired by the Airport Employer during that quarter, and the total number of employees hired by the Airport Employer for Airport Jobs during that quarter. Any Airport Employer who has not had hiring activity for the quarter, shall also notify the Referral System of such inactivity.
- B. Recordkeeping. During the time that this Program is applicable to any Airport Employer, that Airport Employer shall retain records sufficient for monitoring of compliance with this Program with regard to each Airport Job, including records of notifications sent to the Referral System, referrals from the Referral System, job applications received from any source, number of Targeted Applicants hired, and total number of employees hired for Airport Jobs. To the extent allowed by law, and upon reasonable notice, these records shall be made available to LAWA and to the Referral System for inspection upon request. The Coalition Representative may request that LAWA provide such records at any time. Records may be redacted so that individuals are not identified by name and so that information required by law to remain confidential is excluded.
- C. Complaints. If LAWA, the Coalition, or the Referral System believes that an Airport Employer is not complying with this Program, then the designated LAWA office shall be notified to ensure compliance with this program.

- D. Liquidated Damages. Each Airport Employer agrees to pay to LAWA liquidated damages in the amount of One Thousand Dollars (\$1,000) where LAWA finds that the Airport Employer has violated this Program with regard to hiring for a particular Airport Job. LAWA shall establish procedures providing to Airport Employers notice and an opportunity to present all relevant evidence prior to LAWA's final determination regarding an alleged violation. This liquidated damages provision does not preclude LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.
- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.

- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

Exhibit D

Federal Requirements

FEDERAL REQUIREMENTS

TABLE OF CONTENTS

Section No.	Title
FR - 1	Access to Records and Reports
FR - 3	Breach of Contract
FR - 5	Civil Rights - General
FR - 6	Civil Rights - Title VI Assurances
FR - 7	Clean Air/Water Pollution Control
FR - 11	Debarment and Suspension
FR - 12	Disadvantaged Business Enterprise
FR - 13	Distracted Driving
FR - 14	Energy Conservation Requirements
FR - 15	Equal Employment Opportunity
FR - 16	Federal Fair Labor Standards Act
FR - 17	Foreign Trade Restriction
FR - 18	Lobbying and Influencing Federal Employees
FR - 19	Occupational Safety and Health Act
FR - 22	Right to Inventions
FR - 24	Tax Delinquent and Felony Conviction
FR - 25	Termination of Contract
FR - 26	Veteran's Preference

END OF TABLE OF CONTENTS

FEDERAL REQUIREMENT: FR-1

ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

This provision must be included in all contracts and subcontracts.

FEDERAL REQUIREMENT: FR-3

BREACH OF CONTRACT

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

FEDERAL REQUIREMENT: FR-5

CIVIL RIGHTS - GENERAL

49 USC § 47123

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

FEDERAL REQUIREMENT: FR-6

CIVIL RIGHTS - TITLE VI ASSURANCES

49 USC § 47123, FAA Order 1400.11

The City of Los Angeles, Los Angeles World Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL REQUIREMENT: FR-7

CLEAN AIR/WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

FEDERAL REQUIREMENT: FR-11

DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://sam.gov/SAM>
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

This requirement applies to covered transactions, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

FEDERAL REQUIREMENT: FR-12

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Los Angeles, Los Angeles World Airports to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13): The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible

Prompt Payment (§26.29): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from City of Los Angeles, Los Angeles World Airports. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Los Angeles, Los Angeles World Airports. This clause applies to both DBE and non-DBE subcontractors.

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

FEDERAL REQUIREMENT: FR-13

DISTRACTED DRIVING

Executive Order 13513, DOT Order 3902.10

The Consultant shall promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

FEDERAL REQUIREMENT: FR-14

ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

FEDERAL REQUIREMENT: FR-15

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR § 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "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).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and

to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL REQUIREMENT: FR-16

FEDERAL FAIR LABOR STANDARDS ACT

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA. 29 CFR § 213 exempts professional services employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

FEDERAL REQUIREMENT: FR-17

FOREIGN TRADE RESTRICTION

49 USC § 50104, 49 CFR part 30

This language must be used in all contracts and subcontracts without modification.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

FEDERAL REQUIREMENT: FR-18

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

FEDERAL REQUIREMENT: FR-19

OCCUPATIONAL SAFETY AND HEALTH ACT

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

FEDERAL REQUIREMENT: FR-22

RIGHTS TO INVENTIONS

2 CFR § 200, Appendix II(F); 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

FEDERAL REQUIREMENT: FR-24

TAX DELINQUENT AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

FEDERAL REQUIREMENT: FR-25

TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other

documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of

God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

FEDERAL REQUIREMENT: FR-26

VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

FEDERAL REQUIREMENTS CERTIFICATION FORMS

TO BE SUBMITTED WITH PROPOSAL

TABLE OF CONTENTS

FR-12	Disadvantaged Business Enterprise
FR-24	Tax Delinquency and Felony Conviction
FR-11	Certification by signing and submitting proposal
FR-17	
FR-18	

FEDERAL REQUIREMENT: FR-12

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein (refer to Administrative Requirements Attachment):

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Date

Signature

Company Name

Title

FEDERAL REQUIREMENT: FR-24

TAX DELINQUENT AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

Signature

Company Name

Title

**FEDERAL REQUIREMENTS (FRs) WHICH STATE CERTIFICATION BY
SIGNING/SUBMITTING BID**

By signing below, Bidder is declaring that by signing and submitting its bid, it is certifying to the following Federal Requirements within this procurement:

FR - 11 Debarment and Suspension

FR - 17 Foreign Trade Restriction

FR - 18 Lobbying and Influencing Federal Employees

Date

Signature

Company Name

Title

Exhibit E

Maximum Billable Hourly Rates

Exhibit E Maximum Billable Hourly Rates

PM/CM Services for ATMP Landside Improvements

Maximum Billable Hourly Rates – These rates represent the maximum, fully burdened rates Consultant and all Sub-Consultants may charge for each hour of service provided by the position(s) listed herein for any hour of work completed under this Contract.

Title/Category	Year 1 - CY 2023		Year 2 - CY 2024		Year 3 - CY 2025		Year 4 - CY 2026		Year 5 - CY 2027		Year 6 - CY 2028		Year 7 - CY 2029	
	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field
Accountant I	91.50	87.81	94.25	90.44	97.08	93.15	99.99	95.95	102.99	98.83	106.08	101.79	109.26	104.84
Accountant II	113.66	109.06	117.07	112.34	120.58	115.71	124.20	119.18	127.92	122.75	131.76	126.43	135.71	130.23
Accountant III	136.77	131.25	140.88	135.18	145.10	139.24	149.46	143.42	153.94	147.72	158.56	152.15	163.31	156.71
Administrative Assistant I	82.83	79.49	85.32	81.87	87.88	84.33	90.52	86.86	93.23	89.46	96.03	92.15	98.91	94.91
Administrative Assistant II	100.17	96.12	103.18	99.01	106.27	101.98	109.46	105.04	112.74	108.19	116.13	111.43	119.61	114.78
Administrative Assistant III	133.88	128.47	137.90	132.33	142.04	136.30	146.30	140.39	150.69	144.60	155.21	148.94	159.86	153.40
Architect I	146.40	140.49	150.80	144.70	155.32	149.04	159.98	153.52	164.78	158.12	169.72	162.86	174.81	167.75
Architect II	195.53	187.63	201.39	193.25	207.43	199.05	213.66	205.02	220.07	211.17	226.67	217.51	233.47	224.03
Architect III	298.59	286.52	307.55	295.12	316.77	303.97	326.28	313.09	336.06	322.48	346.15	332.16	356.53	342.12
BIM Administrator I	105.95	101.67	109.13	104.72	112.40	107.86	115.78	111.10	119.25	114.43	122.83	117.86	126.51	121.40
BIM Administrator II	123.29	118.31	126.99	121.86	130.80	125.51	134.72	129.28	138.76	133.15	142.92	137.15	147.21	141.26
BIM Administrator III	158.93	152.50	163.69	157.08	168.60	161.79	173.66	166.64	178.87	171.64	184.24	176.79	189.77	182.10
CADD Designer I	138.70	133.09	142.86	137.09	147.15	141.20	151.56	145.44	156.11	149.80	160.79	154.29	165.61	158.92
CADD Designer II	150.26	144.19	154.77	148.51	159.41	152.97	164.19	157.56	169.12	162.28	174.19	167.15	179.42	172.16
CADD Designer III	183.01	175.61	188.50	180.88	194.15	186.30	199.98	191.89	205.97	197.65	212.15	203.58	218.52	209.69
CADD Drafter I	105.95	101.67	109.13	104.72	112.40	107.86	115.78	111.10	119.25	114.43	122.83	117.86	126.51	121.40
CADD Drafter II	123.29	118.31	126.99	121.86	130.80	125.51	134.72	129.28	138.76	133.15	142.92	137.15	147.21	141.26
CADD Drafter III	158.93	152.50	163.69	157.08	168.60	161.79	173.66	166.64	178.87	171.64	184.24	176.79	189.77	182.10
Civil Engineer I	152.18	146.03	156.75	150.41	161.45	154.93	166.30	159.58	171.28	164.36	176.42	169.29	181.72	174.37
Civil Engineer II	193.60	185.78	199.41	191.35	205.39	197.09	211.55	203.00	217.90	209.09	224.44	215.37	231.17	221.83
Civil Engineer III	235.98	226.44	243.06	233.24	250.35	240.24	257.86	247.44	265.60	254.87	273.57	262.51	281.77	270.39
Construction Manager I	221.53	212.58	228.18	218.96	235.02	225.53	242.08	232.29	249.34	239.26	256.82	246.44	264.52	253.83
Construction Manager II	298.59	286.52	307.55	295.12	316.77	303.97	326.28	313.09	336.06	322.48	346.15	332.16	356.53	342.12
Construction Manager III	367.94	353.07	378.98	363.66	390.35	374.57	402.06	385.81	414.12	397.38	426.54	409.30	439.34	421.58
Construction Project Engineer	154.11	147.88	158.73	152.32	163.50	156.89	168.40	161.59	173.45	166.44	178.66	171.44	184.02	176.58
Contracts Administrator I	115.58	110.91	119.05	114.24	122.62	117.67	126.30	121.20	130.09	124.83	133.99	128.58	138.01	132.43
Contracts Administrator II	178.19	170.99	183.54	176.12	189.04	181.40	194.71	186.84	200.55	192.45	206.57	198.22	212.77	204.17
Contracts Administrator III	231.17	221.82	238.10	228.48	245.24	235.33	252.60	242.39	260.18	249.66	267.98	257.15	276.02	264.87
Cost Engineer I	130.03	124.78	133.93	128.52	137.95	132.37	142.09	136.35	146.35	140.44	150.74	144.65	155.26	148.99
Cost Engineer II	178.19	170.99	183.54	176.12	189.04	181.40	194.71	186.84	200.55	192.45	206.57	198.22	212.77	204.17
Cost Engineer III	197.45	189.47	203.38	195.16	209.48	201.01	215.76	207.04	222.24	213.25	228.90	219.65	235.77	226.24
Cost Estimator I	158.93	152.50	163.69	157.08	168.60	161.79	173.66	166.64	178.87	171.64	184.24	176.79	189.77	182.10
Cost Estimator II	221.53	212.58	228.18	218.96	235.02	225.53	242.08	232.29	249.34	239.26	256.82	246.44	264.52	253.83
Cost Estimator III	269.69	258.79	277.78	266.56	286.12	274.55	294.70	282.79	303.54	291.27	312.65	300.01	322.03	309.01
Design Manager I	216.72	207.96	223.22	214.20	229.92	220.62	236.81	227.24	243.92	234.06	251.23	241.08	258.77	248.31
Design Manager II	284.14	272.66	292.66	280.84	301.44	289.26	310.49	297.94	319.80	306.88	329.40	316.09	339.28	325.57
Design Manager III	339.00	325.30	349.17	335.06	359.65	345.11	370.43	355.46	381.55	366.12	392.99	377.11	404.78	388.42
Diversity and Inclusivity Lead	255.24	244.93	262.90	252.28	270.79	259.85	278.91	267.64	287.28	275.67	295.90	283.94	304.78	292.46
Document Control Technician I	105.00	100.76	108.15	103.78	111.39	106.89	114.74	110.10	118.18	113.40	121.72	116.81	125.38	120.31
Document Control Technician II	160.00	153.54	164.80	158.14	169.74	162.89	174.84	167.77	180.08	172.81	185.48	177.99	191.05	183.33
Document Control Technician III	192.64	184.85	198.42	190.40	204.37	196.11	210.50	201.99	216.82	208.05	223.32	214.30	230.02	220.72
Environmental Engineer I	150.00	143.94	154.50	148.26	159.14	152.70	163.91	157.29	168.83	162.00	173.89	166.86	179.11	171.87
Environmental Engineer II	211.90	203.34	218.26	209.44	224.81	215.72	231.55	222.19	238.50	228.86	245.65	235.72	253.02	242.80

Exhibit E Maximum Billable Hourly Rates

PM/CM Services for ATMP Landside Improvements

Maximum Billable Hourly Rates – These rates represent the maximum, fully burdened rates Consultant and all Sub-Consultants may charge for each hour of service provided by the position(s) listed herein for any hour of work completed under this Contract.

Title/Category	Year 1 - CY 2023		Year 2 - CY 2024		Year 3 - CY 2025		Year 4 - CY 2026		Year 5 - CY 2027		Year 6 - CY 2028		Year 7 - CY 2029	
	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field
Environmental Engineer III	260.06	249.55	267.86	257.04	275.90	264.75	284.18	272.69	292.70	280.87	301.48	289.30	310.53	297.98
Field Engineer I	149.29	143.26	153.77	147.56	158.39	151.99	163.14	156.55	168.03	161.24	173.07	166.08	178.26	171.06
Field Engineer II	192.64	184.85	198.42	190.40	204.37	196.11	210.50	201.99	216.82	208.05	223.32	214.30	230.02	220.72
Field Engineer III	246.58	236.61	253.97	243.71	261.59	251.02	269.44	258.55	277.52	266.31	285.85	274.30	294.42	282.53
Geologist I	183.01	175.61	188.50	180.88	194.15	186.30	199.98	191.89	205.97	197.65	212.15	203.58	218.52	209.69
Geologist II	231.17	221.82	238.10	228.48	245.24	235.33	252.60	242.39	260.18	249.66	267.98	257.15	276.02	264.87
Geologist III	279.32	268.04	287.70	276.08	296.34	284.36	305.23	292.89	314.38	301.68	323.81	310.73	333.53	320.05
Geotechnical Engineer I	145.00	138.90	149.35	143.06	153.83	147.36	158.45	151.78	163.20	156.33	168.09	161.02	173.14	165.85
Geotechnical Engineer II	207.09	198.72	213.30	204.68	219.70	210.82	226.29	217.14	233.08	223.66	240.07	230.37	247.27	237.28
Geotechnical Engineer III	277.40	266.19	285.72	274.17	294.29	282.40	303.12	290.87	312.21	299.60	321.58	308.58	331.23	317.84
GIS Specialist I	93.43	89.65	96.23	92.34	99.12	95.11	102.09	97.97	105.16	100.91	108.31	103.93	111.56	107.05
GIS Specialist II	148.33	142.34	152.78	146.61	157.36	151.01	162.09	155.54	166.95	160.20	171.96	165.01	177.11	169.96
GIS Specialist III	183.01	175.61	188.50	180.88	194.15	186.30	199.98	191.89	205.97	197.65	212.15	203.58	218.52	209.69
Graphic Designer I	94.39	90.58	97.22	93.30	100.14	96.09	103.15	98.98	106.24	101.95	109.43	105.00	112.71	108.15
Graphic Designer II	125.21	120.15	128.97	123.76	132.84	127.47	136.83	131.30	140.93	135.23	145.16	139.29	149.51	143.47
Graphic Designer III	173.37	166.37	178.58	171.36	183.93	176.50	189.45	181.79	195.13	187.25	200.99	192.87	207.02	198.65
Inspector I	204.20	203.90	210.32	210.01	216.63	216.31	223.13	222.80	229.82	229.49	236.72	236.37	243.82	243.46
Inspector II	226.35	226.02	233.14	232.80	240.13	239.78	247.34	246.97	254.76	254.38	262.40	262.02	270.27	269.88
Inspector III	250.43	250.06	257.94	257.56	265.68	265.29	273.65	273.25	281.86	281.45	290.32	289.89	299.03	298.59
Instrumentation Engineer I	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Instrumentation Engineer II	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Instrumentation Engineer III	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Intern	67.42	64.70	69.45	66.64	71.53	68.64	73.68	70.70	75.89	72.82	78.16	75.00	80.51	77.25
Maintenance of Traffic (MOT) Lead	229.24	219.97	236.12	226.57	243.20	233.37	250.50	240.37	258.01	247.58	265.75	255.01	273.72	262.66
Mechanical Engineer I	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mechanical Engineer II	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mechanical Engineer III	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planner I	130.00	124.75	133.90	128.49	137.92	132.34	142.05	136.31	146.32	140.40	150.71	144.62	155.23	148.95
Planner II	270.00	259.09	278.10	266.86	286.44	274.87	295.04	283.12	303.89	291.61	313.00	300.36	322.39	309.37
Planner III	327.48	314.25	337.31	323.68	347.43	333.39	357.85	343.39	368.59	353.69	379.64	364.30	391.03	375.23
Plumbing Engineer I	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plumbing Engineer II	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plumbing Engineer III	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal-in-Charge	467.15	448.27	481.16	461.72	495.60	475.57	510.46	489.83	525.78	504.53	541.55	519.67	557.80	535.26
Program Manager	404.54	388.19	416.68	399.84	429.18	411.83	442.05	424.19	455.31	436.91	468.97	450.02	483.04	463.52
Project Controls Manager	312.07	299.46	321.44	308.45	331.08	317.70	341.01	327.23	351.24	337.05	361.78	347.16	372.63	357.57
Project Manager I	202.27	194.10	208.34	199.92	214.59	205.92	221.03	212.09	227.66	218.46	234.49	225.01	241.52	231.76
Project Manager II	250.43	240.31	257.94	247.52	265.68	254.94	273.65	262.59	281.86	270.47	290.32	278.58	299.03	286.94
Project Manager III	327.48	314.25	337.31	323.68	347.43	333.39	357.85	343.39	368.59	353.69	379.64	364.30	391.03	375.23
Quality Control Manager	287.03	275.43	295.64	283.69	304.51	292.20	313.65	300.97	323.05	310.00	332.75	319.30	342.73	328.88
Regulatory Specialist	154.11	147.88	158.73	152.32	163.50	156.89	168.40	161.59	173.45	166.44	178.66	171.44	184.02	176.58
Safety Inspector/Coordinator	169.52	162.67	174.61	167.55	179.84	172.58	185.24	177.75	190.80	183.09	196.52	188.58	202.42	194.24
Safety Manager	207.09	198.72	213.30	204.68	219.70	210.82	226.29	217.14	233.08	223.66	240.07	230.37	247.27	237.28

Exhibit E Maximum Billable Hourly Rates

PM/CM Services for ATMP Landside Improvements

Maximum Billable Hourly Rates – These rates represent the maximum, fully burdened rates Consultant and all Sub-Consultants may charge for each hour of service provided by the position(s) listed herein for any hour of work completed under this Contract.

Title/Category	Year 1 - CY 2023		Year 2 - CY 2024		Year 3 - CY 2025		Year 4 - CY 2026		Year 5 - CY 2027		Year 6 - CY 2028		Year 7 - CY 2029	
	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field	Home	Field
Safety Technician	173.37	166.37	178.58	171.36	183.93	176.50	189.45	181.79	195.13	187.25	200.99	192.87	207.02	198.65
Scheduler I	172.41	165.44	177.58	170.41	182.91	175.52	188.40	180.78	194.05	186.21	199.87	191.79	205.87	197.55
Scheduler II	222.50	213.51	229.17	219.91	236.05	226.51	243.13	233.30	250.42	240.30	257.93	247.51	265.67	254.94
Scheduler III	258.13	247.70	265.88	255.13	273.85	262.79	282.07	270.67	290.53	278.79	299.25	287.16	308.23	295.77
Specification Technical Specialist	235.02	225.52	242.07	232.29	249.33	239.25	256.81	246.43	264.51	253.83	272.45	261.44	280.62	269.28
Structural Engineer I	150.00	143.94	154.50	148.26	159.14	152.70	163.91	157.29	168.83	162.00	173.89	166.86	179.11	171.87
Structural Engineer II	245.61	235.69	252.98	242.76	260.57	250.04	268.39	257.54	276.44	265.27	284.73	273.23	293.27	281.42
Structural Engineer III	313.04	300.39	322.43	309.40	332.10	318.68	342.06	328.24	352.32	338.09	362.89	348.23	373.78	358.68
Surveyor I	187.82	187.55	193.46	193.17	199.26	198.97	205.24	204.94	211.39	211.08	217.74	217.42	224.27	223.94
Surveyor II	211.90	211.59	218.26	217.94	224.81	224.48	231.55	231.21	238.50	238.15	245.65	245.29	253.02	252.65
Surveyor III	235.98	235.63	243.06	242.70	250.35	249.98	257.86	257.48	265.60	265.21	273.57	273.16	281.77	281.36
Sustainability Lead	167.59	160.82	172.62	165.65	177.80	170.62	183.14	175.73	188.63	181.01	194.29	186.44	200.12	192.03
Third Party Coordinator	255.24	244.93	262.90	252.28	270.79	259.85	278.91	267.64	287.28	275.67	295.90	283.94	304.78	292.46
Third Party Lead	313.04	300.39	322.43	309.40	332.10	318.68	342.06	328.24	352.32	338.09	362.89	348.23	373.78	358.68
Transportation Engineer I	178.19	170.99	183.54	176.12	189.04	181.40	194.71	186.84	200.55	192.45	206.57	198.22	212.77	204.17
Transportation Engineer II	209.97	201.49	216.27	207.53	222.76	213.76	229.45	220.17	236.33	226.78	243.42	233.58	250.72	240.59
Transportation Engineer III	242.72	232.91	250.01	239.90	257.51	247.10	265.23	254.51	273.19	262.15	281.38	270.01	289.82	278.11
Urban Planner I	130.00	124.75	133.90	128.49	137.92	132.34	142.05	136.31	146.32	140.40	150.71	144.62	155.23	148.95
Urban Planner II	270.00	259.09	278.10	266.86	286.44	274.87	295.04	283.12	303.89	291.61	313.00	300.36	322.39	309.37
Urban Planner III	327.48	314.25	337.31	323.68	347.43	333.39	357.85	343.39	368.59	353.69	379.64	364.30	391.03	375.23
Utility Coordinator I	139.66	134.02	143.85	138.04	148.17	142.18	152.61	146.45	157.19	150.84	161.91	155.36	166.76	160.02
Utility Coordinator II	263.91	253.25	271.83	260.85	279.99	268.67	288.39	276.73	297.04	285.03	305.95	293.58	315.13	302.39
Utility Coordinator III	322.67	309.63	332.35	318.92	342.32	328.48	352.59	338.34	363.17	348.49	374.06	358.94	385.28	369.71

Notes:

- 1) Maximum Hourly Rates include 7% profit and Company Overhead Rate.
- 2) Maximum Hourly Rate shall be escalated at 3% rate on an annual basis.
- 3) Prime Consultant may include 3% profit/administrative cost on subconsultants direct labor costs.
- 4) Actual staff hourly rates shall include 7% profit and Company Overhead Rate; which shall be validated and approved by LAWA; and added to the contract in writing.
- 5) Other Direct Cost (ODC) shall be approved by LAWA consistent with Exhibit B Cost Reimbursable Guidelines via Task Order. Miscellaneous ODC may be agreed to be included within hourly rates for individuals if mutually agreed by both parties and added to the contract in writing.
- 6) LAWA reserves the right to assign paygrade based upon an evaluation of position requirements and responsibilities.
- 7) Some positions may be subject to Prevailing Wages.

Attachment 1

Administrative Requirements



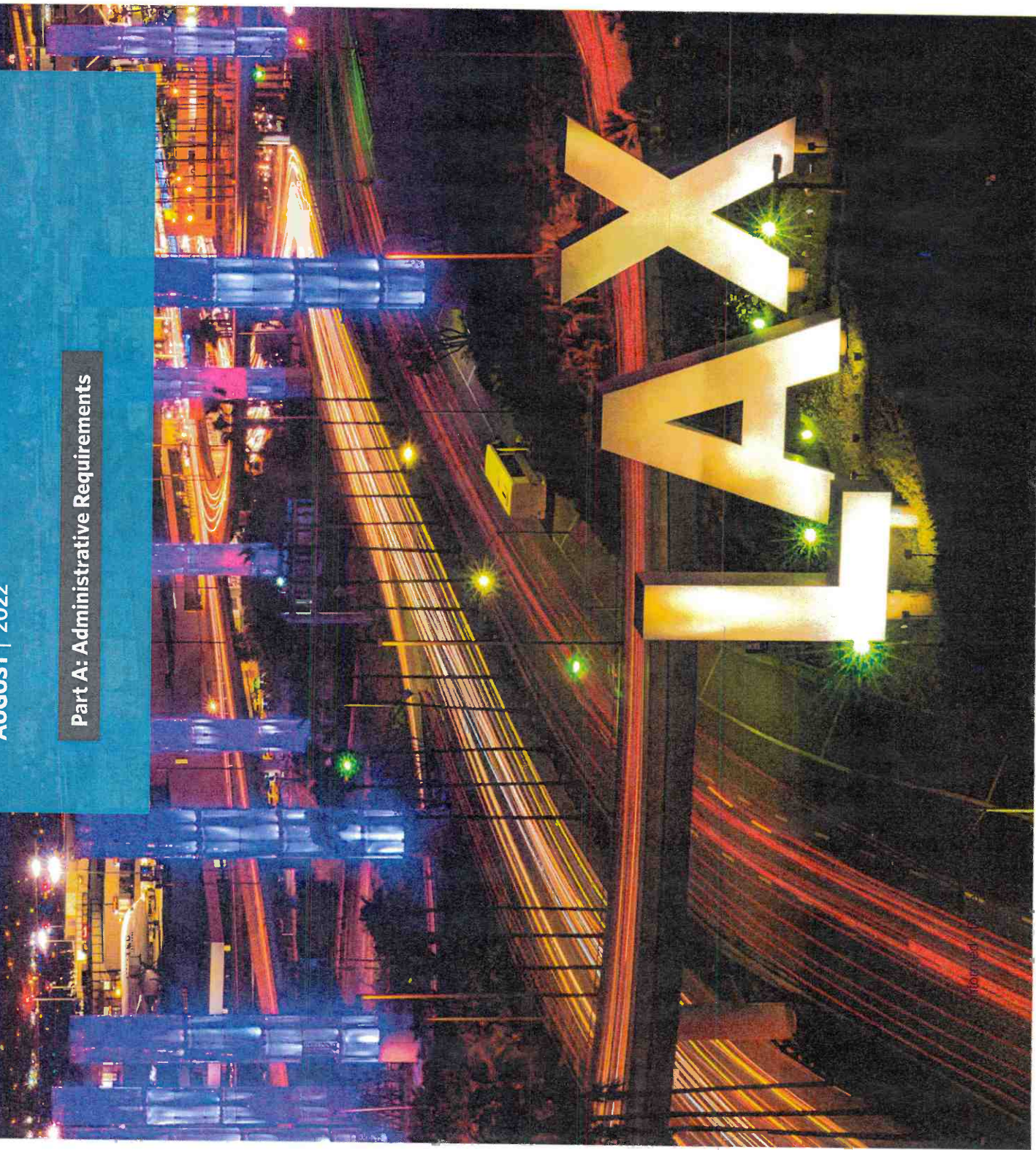
Proposal

Project Management/Construction Management (PM/CM) Services for projects related to the Airfield and Terminal Modernization Project (ATMP) Landside Improvements at Los Angeles International Airport (LAX)

Los Angeles World Airports

AUGUST | 2022

Part A: Administrative Requirements



© 2022 HDR

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. VENDOR IDENTIFICATION FORM

- ☒ Is the required Vendor Identification Form completed and signed?
- ☒ Is the BTRC/VRN number provided?
- ☒ Is the EEOO contact information provided?
- ☒ Is the list of previous City contracts attached? (If applicable)
- ☒ Is the Form enclosed in the Packet?

2. AFFIDAVIT OF NON-COLLUSION

- ☒ Is the "Affidavit to Accompany Proposals or Bids" completed and signed?
- ☒ Is the Affidavit notarized?
- ☒ Is the Affidavit enclosed in the Packet?

Failure to include an Affidavit with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

3. BIDDER CONTRIBUTIONS

- ☒ Is the required Bidder Contribution CEC Form 55 completed and signed?
- ☒ Schedule A - Please list all principals on Schedule A.
- ☒ Schedule B - Please list all subcontractors and their principals on Schedule B (If you check "Yes")

Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

4. CONTRACTOR RESPONSIBILITY PROGRAM

- ☒ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☒ Is the Questionnaire enclosed in the Packet?
- ☒ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☒ Is the Pledge of Compliance enclosed in the Packet?

5. IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

- ☒ Have you read and checked one of the options?
- ☒ Is the Affidavit enclosed in the Packet?

6. EQUAL BENEFITS ORDINANCE

- ☒ Is the EBO Compliance Affidavit Form completed and signed?
- ☒ Is the Form enclosed in the Packet?

7. MUNICIPAL LOBBYING ORDINANCE

- ☒ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☒ Is the Certification enclosed in the Packet?

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM – Good Faith Effort Documentation (GFE) (Upon Notification by the Department)

- ☒ Is the "Subcontractor Participation Plan" completed and enclosed in the GFE Packet?
- ☐ N/A* Is the pre-bid meeting sign-in sheet enclosed in the GFE Packet?
- ☐ N/A* Is a copy of the advertisement for sub-bids and proof of publication enclosed in the GFE Packet?
- ☐ N/A* Are copies of the letters sent to MBEs, WBEs, DBEs and OBEs indicating work items to be performed enclosed in the GFE Packet?
- ☐ N/A* Are copies of the appropriate telephone logs enclosed in the GFE Packet?
- ☐ N/A* Are copies of the letters sent to recruitment organizations enclosed in the GFE Packet?
- ☐ N/A* Are all bids, quotes, or qualifications received for the project enclosed in the GFE Packet?
- ☐ N/A* Is a summary sheet listing bids received and the subcontractor selected for that work area enclosed in the GFE Packet?

*** N/A HDR will meet/exceed the 15% DBE goal**

Failure to provide supporting documentation of a good faith effort within three (3) days of notification by the Department, as described in the attached, will render the bid/proposal non-responsive and will result in its rejection.

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

9. AFFIRMATIVE ACTION

- ☒ Have you read and agreed with the City of Los Angeles' Non-discrimination, equal Employment and Affirmative Action provisions?

10. ASSIGNMENT OF ANTI-TRUST CLAIMS

- ☒ Have you read and agreed with California Government Code Sections 4550 – 4554?

11. CHILD SUPPORT OBLIGATIONS

☒ Have you read and agreed with Child Support Obligations provisions?

12. FIRST SOURCE HIRING PROGRAM

☒ Have you read and agreed with First Source Hiring Program provisions?

13. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinance:

☒ Is the appropriate Exemption form completed and signed?
☒ Is the Exemption form enclosed in the Packet?

*** N/A HDR is not claiming exemption from said Ordinance**

IF YOU ARE AWARDED THE CONTRACT AND PRIOR TO EXECUTION OF THE CONTRACT:

Prime contractors are required to submit to LAWA forms pertaining to the following requirements:

- Business Tax Registration Certificate
- Insurance

VENDOR IDENTIFICATION FORM

ALL FIELDS MUST BE COMPLETED. INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.

GENERAL INFORMATION	
Legal Name: HDR Engineering, Inc.	Doing Business As: N/A
Are you an independent contractor eligible to receive a 1099-MISC? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> EIN or SSN: 47-0680568 (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): N/A Payment Terms (code): Seller's Permit Number (if applicable):
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify):	Applicable to Out-of-state Vendors: Submit per CA FTB Pub 1017, Resident/Nonresident Withholding Guidelines for information go to : www.ftb.ca.gov/ <input type="checkbox"/> Form-590 <input type="checkbox"/> Form-588 N/A <input type="checkbox"/> Form-589 <input type="checkbox"/> Form-587 For Foreign Entities, for instructions go to: https://www.irs.gov/publications/p515
BTRC/Vendor Registration Number: <div style="border: 1px solid black; text-align: center; padding: 2px;"> 0 0 0 0 0 3 2 9 7 6 - 0 0 0 1 - 9 </div>	
<input type="checkbox"/> BTRC/VRN application pending (please attach the application) For instructions please go to: https://latax.lacity.org/oofweb/eappreg/eappreg_criteria.cfm	
BUSINESS ADDRESS	
Street: 350 S Grand Avenue Suite #: 2900	Contact Person: Thomas T. Kim
City: Los Angeles	Contact Person's Title: Senior Vice President
State: CA Zip Code: 90071	Fax: (213) 239-5801 Phone: (213) 239-5800
Website: www.hdrinc.com	Email: tom.kim@hdrinc.com
Remittance address (if required and different from the above): N/A	
BUSINESS INFORMATION	
Service Area: International <input checked="" type="checkbox"/> National <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/> Years in Business: 105 Number of Employees: 11,616	
BUSINESS CERTIFICATION (Check all that apply)	
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) N/A <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) N/A <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE	
EEO Officer (name): William J. Manhart	Phone Number: (402) 399-1000
EEO Officer's Title: Senior Vice President, Chief Human Resources Officer and Corporate EEO Officer	Email: bill.manhart@hdrinc.com

Have you had contracts with the City of Los Angeles in the last 10 years? No ☐ Yes ☒. If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

CERTIFICATION

The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.

Authorized Signature



Date

07/28/2022

Print Name Thomas T. Kim

Title

Senior Vice President

For LAWA use only:	
Project name: _____	Project No: _____
Requesting Division: _____	Contact Person: _____
Phone No: _____	
SAP Action (send the form to FAMIS Support Desk): <input type="checkbox"/> Create <input type="checkbox"/> Change <input type="checkbox"/> Block <input type="checkbox"/> Delete <input type="checkbox"/> New Ordering Address	

For instructions and additional information, please go to <https://www.lawa.org/en/lawa-businesses/lawa-administrative-requirements>, or call us at 424-646-5380 or email Los Angeles World Airports, Procurement Services Division at procurementrequirements@lawa.org

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HDR Engineering, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

350 S Grand Avenue, Suite 2900

6 City, state, and ZIP code

Los Angeles, CA 90071

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 0 6 8 0 5 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 07/28/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
C-114266	City of Los Angeles, Department of Public Works - Bureau of Sanitation	Ali Poosti (323) 342-6228	9/4/2007	6/6/2016	On-Call	\$1,778,063
C-115230	City of Los Angeles, Department of Public Works - Bureau of Engineering	Steven Chen (213) 485-4516	12/10/2008	3/17/2019	On-Call Civil Engineering Services	\$11,768,965
C-124340	City of Los Angeles, Department of Public Works - Bureau of Sanitation	Ali Poosti (323) 342-6228	8/4/2014	Ongoing (est. 7/22/2024)	Planning and Technical Services for Wastewater, Stormwater, and Solid Resources Programs	\$1,221,896
C-129650	City of Los Angeles, Department of Public Works - Bureau of Engineering	Ethan Wong (310) 648-6120	7/12/2017	Ongoing (est. 7/11/2022)	Pre-Qualified On-Call Wastewater and Environmental Engineering Services Contract	\$265,124
3688	City of Los Angeles, Department of Recreation and Parks	Jim Newsom (818) 756-9294	10/10/2018	10/9/2021	Environmental Impact Analysis and Special Studies	\$7,000,000
C-134275	City of Los Angeles, Department of Public Works - Bureau of Engineering	Ramnik Mungra (213) 978-1300	9/11/2019	Ongoing (Est. 9/10/2024)	Pre-Qualified On-Call Civil Engineering Services for Various Public Works Projects	\$6,700,000 (current estimate)
C-134465	City of Los Angeles, Department of Public Works - Bureau of Engineering	Lameisha Candler (213) 978-0272	11/20/2019	Ongoing (Est. 11/19/2024)	Pre-Qualified On-Call Bridge/ Civil Engineering and Other Design and Support Services for Various Public Works Projects	\$10,000,000

Current and Prior City of Los Angeles Contracts

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
134711	City of Los Angeles, Department of Recreation and Parks	Maria Ortiz (213) 978-1291	12/18/2019	Ongoing (Est. 12/17/2024)	Environmental Impact Analysis and Special Studies	\$7,000,000
08-2681	Port of Los Angeles	Mimi Gutierrez (310) 732-3339	06/29/2008	05/19/2017	I-110/C Street Interchange Improvements PAVED and PS&E	\$2,084,307
08-2681	Port of Los Angeles	Mimi Gutierrez (310) 732-3339	12/29/2013	10/30/2017	C Street Construction Support	\$475,168
L8PM-90-K001	Los Angeles World Airports (LAWA)	Stephen Parente (949) 420-5008	3/8/2018	Ongoing (Est. 09/2023)	Automated People Mover (APM) Landside Access Modernization Program	\$196,477,584

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA)

COUNTY OF Orange) ss.:
)

Thomas T. Kim _____ being first duly sworn, deposes and says:

(Type or print name)
that he or she is the Senior Vice President of
(Type or print title)

HDR Engineering, Inc., who submits herewith
(Type or print name of company/firm)


to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:



Name: Thomas T. Kim
Title: Senior Vice President

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public

(Notarial Seal)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 13 day of July, 2022
 by Date Month Year

(1) Thomas T. Kim

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



Prohibited Contributors (Bidders)



This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original 07/28/2022 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Opportunity ID: 203239 Date Bid Submitted: 08/09/2022

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Project Management/Construction Management Services for Airfield and Terminal Modernization Project Landside Improvements at Los Angeles International Airport

Awarding Authority (Department awarding the contract): Los Angeles World Airports

Bidder Name: HDR Engineering, Inc.

Bidder Address: 350 S Grand Avenue, Suite 2900, Los Angeles, CA 90071

Bidder Email Address: tom.kim@hdrinc.com Bidder Phone Number: (213) 239-5800

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes ☒ No ☐

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes ☒ No ☐

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 34

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Thomas T. Kim

Name

Senior Vice President

Title


Signature

07/28/2022

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Eric Keen Title: Chairman/CEO
Address: 1917 South 67th Street Omaha, NE 68106

Name: Galen Meysenburg Title: Chief Financial Officer
Address: 1917 South 67th Street Omaha, NE 68106

Name: Charlie O'Reilly Title: Chief Operating Officer
Address: 1917 South 67th Street Omaha, NE 68106

Name: Thomas T. Kim Title: Senior Vice President
Address: 350 S Grand Avenue, Suite 2900, Los Angeles, CA 90071

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

AIX Consulting, Inc.

Subcontractor's Address

106 S Mentor Ave., #201, Pasadena, CA 91106

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Robert Delgado Title: CEO/President

Address: 106 S Mentor Ave., #201, Pasadena, CA 91106

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Amheart Solutions

Subcontractor's Address

511 S. Harbor Blvd., Unit R, La Habra, CA 90631

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Paul Jung

Title: President

Address: 511 S. Harbor Blvd., Unit R, La Habra, CA 90631

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Antich Consulting Inc.

Subcontractor's Address

7623 Alverstone Ave, Los Angeles, CA 90045

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Patricia M Antich

Title: President

Address: 7623 Alverstone Ave, Los Angeles, CA 90045

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

CM Solutions, Inc.

Subcontractor's Address

114 W. Colorado Blvd., Monrovia, CA 91016

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Robyn Coates

Title: CEO

Address: 114 W. Colorado Blvd., Monrovia, CA 91016

Name: Robert Springer

Title: President

Address: 114 W. Colorado Blvd., Monrovia, CA 91016

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

CMTS LLC

Subcontractor's Address

5777 W. Century Boulevard, Suite 1105, Los Angeles, CA 90045

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: K. Hezekiah Harris, II Title: President and Managing Member
Address: 8500 N. Stemmons Freeway, Suite 6077, Dallas, TX 75247

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Commonwell LLC

Subcontractor's Address
401 Wilshire Blvd., 12th Fl, Santa Monica, CA 90401

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Christian Rodarte Title: Founder, CEO
Address: 401 Wilshire Blvd., 12th Fl, Santa Monica, CA 90401

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

CPM Partners, Inc.

Subcontractor's Address

535 Encinitas Blvd, Suite #114, Encinitas Blvd, CA 92024

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Maribel R. Janecek Title: President

Address: 535 Encinitas Blvd, Suite #114, Encinitas Blvd, CA 92024

Name: Alex Janecek Title: Vice President

Address: 535 Encinitas Blvd, Suite #114, Encinitas Blvd, CA 92024

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

D'Leon Consulting Engineers Corporation

Subcontractor's Address

3605 Long Beach Blvd., Suite 235, Long Beach, CA 90807

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Borja Leon, PE Title: CEO

Address: 3605 Long Beach Blvd., Suite 235, Long Beach, CA 90807

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Dabri, Inc.

Subcontractor's Address

68 E Bay State Street, 1A, Alhambra, CA 91801

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Ravinder Kaur Title: President
Address: 68 E Bay State Street, 1A, Alhambra, CA 91801

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Dakota Communications LLC

Subcontractor's Address

707 Wilshire Blvd, Suite 3225, Los Angeles, CA 90017

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Kerman Maddox Title: Managing Partner, Majority Owner

Address: 707 Wilshire Blvd, Suite 3225, Los Angeles, CA 90017

Name: Rick Taylor Title: Minority Partner

Address: 707 Wilshire Blvd, Suite 3225, Los Angeles, CA 90017

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Enterris Associates, Inc.
Subcontractor's Address 2000 E. 4th Street, Suite 302, Santa Ana, CA 92705

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Samir Damle	Title: CEO
Address: 2000 E. 4th Street, Suite 302, Santa Ana, CA 92705	

Name: Nikhil Damle	Title: President
Address: 2000 E. 4th Street, Suite 302, Santa Ana, CA 92705	

Name: Greg Campbell	Title: Executive Vice President
Address: 2000 E. 4th Street, Suite 302, Santa Ana, CA 92705	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

**Prohibited Contributors
(Bidders)****Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Fountainhead Consulting Corporation

Subcontractor's Address

155 North Lake Avenue, Suite 800, Pasadena, CA 91101

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Ivan Benavidez Title: Director
Address: 155 North Lake Avenue, Suite 800, Pasadena, CA 91101

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Global Leadership Alliance, Inc.

Subcontractor's Address

500 Capitol Mall, Suite 2350, Sacramento, CA 95814

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Sam Hassoun Title: Principal

Address: 500 Capitol Mall, Suite 2350, Sacramento, CA 95814

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Guida Surveying, Inc.

Subcontractor's Address

9241 Irvine Blvd, Suite 100, Irvine, CA 92618

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Meagan Guida Title: CEO/CFOAddress: 9241 Irvine Blvd, Suite 100, Irvine, CA 92618Name: Ralph W. Guida, IV, PLS Title: PresidentAddress: 9241 Irvine Blvd, Suite 100, Irvine, CA 92618Name: Bernie McNally, PLS Title: Executive VP of Strategic GrowthAddress: 9241 Irvine Blvd, Suite 100, Irvine, CA 92618Name: Lisa Spivak, PLS Title: Executive VP of OperationsAddress: 9241 Irvine Blvd, Suite 100, Irvine, CA 92618

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Harris Miller Miller & Hanson, Inc.
Subcontractor's Address 700 District Avenue, Suite 800, Burlington, MA 01803

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: <u>Diana B. Wasiuk</u>	Title: <u>President & CEO</u>
Address: <u>2201 Cooperative Way, Suite 600, Herndon, VA 20171</u>	

Name: <u>Eugene M. Reindel</u>	Title: <u>Vice President</u>
Address: <u>5221 Butterwood Circle, Orangevale, CA 95662</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

IDC Consulting Engineers, Inc.

Subcontractor's Address

300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Mingjian Chen Title: Board Chair

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: Xiaoyun Wu Title: President

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: Wendy Li Title: Treasurer/Secretary

Address: 300 S. Harbor Blvd., Ste. 710, Anaheim, CA 92805

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

**Prohibited Contributors
(Bidders)****Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Jeff Oviedo & Associates, Inc.

Subcontractor's Address

260 Newport Center Drive, Suite 100, Newport Beach, CA 92660

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Jeff Oviedo Title: President

Address: 260 Newport Center Drive, Suite 100, Newport Beach, CA 92660

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Kal Krishnan Consulting Services, Inc.

Subcontractor's Address

800 S. Figueroa St., Suite 1210, Los Angeles, CA 90017

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Dev A. Krishnan

Title: President/CEO/Chairman

Address: 800 S. Figueroa St., Suite 1210, Los Angeles, CA 90017

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Leighton Consulting, Inc.

Subcontractor's Address

17781 Cowan, Irvine, CA 92614

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Thomas C. Benson, Jr., PE, GE

Title: President and CEO

Address: 10532 Acacia Street, Suite B-6, Rancho Cucamonga, CA 91730

Name: Kris Lutton, PG

Title: Senior Vice President

Address: 17781 Cowan, Irvine, CA 92614

Name: Gareth I. Mills, PG, CEG

Title: Vice President

Address: 26074 Avenue Hall, Suite 21, Santa Clarita, CA 91355

Name: Sean Colorado, PE, GE

Title: Vice President

Address: 3934 Murphy Canyon Road, Suite B-205, San Diego, CA 92123

Name: Djan Chandra, PE, GE

Title: Vice President

Address: 17781 Cowan, Irvine, CA 92614

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Mammoth Associates LLC

Subcontractor's Address

11310 Yolanda Avenue, Porter Ranch, CA 91326

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Ani Asatoorian

Title: President/CEO

Address: 11310 Yolanda Avenue, Porter Ranch, CA 91326

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Morgner Technology Management

Subcontractor's Address

1880 Century Park East, Suite 1402, Los Angeles, CA 90067

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Monique Morgner Lukeman

Title: Chief Executive Officer (CEO)

Address: 1880 Century Park East, Suite 1402, Los Angeles, CA 90067

Name: Andrea "Andrew" D'Alfonso

Title: Chief Operating Officer (COO)

Address: 1880 Century Park East, Suite 1402, Los Angeles, CA 90067

Name: Carlos Emilio Morgner

Title: Vice President & Founder

Address: 1880 Century Park East, Suite 1402, Los Angeles, CA 90067

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Pacifica Services, Inc.

Subcontractor's Address

106 S. Mentor Avenue, Suite 200, Pasadena, CA 91106

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Ernest Camacho Title: PresidentAddress: 106 S. Mentor Avenue, Suite 200, Pasadena, CA 91106Name: Jeffrey Camacho Title: Senior Vice PresidentAddress: 106 S. Mentor Avenue, Suite 200, Pasadena, CA 91106

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name PacRim Engineering, Inc.
Subcontractor's Address 701 S. Parker St., Suite 7200, Orange, CA 92868

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: <u>Peter Liu</u>	Title: <u>Principal</u>
Address: <u>701 S. Parker St., Suite 7200, Orange, CA 92868</u>	
Name: <u>Roy Kim</u>	Title: <u>Principal</u>
Address: <u>312 E. 1st St., Suite 220, Los Angeles, CA 90012</u>	
Name: <u>Steven Leathers</u>	Title: <u>Principal</u>
Address: <u>701 S. Parker St., Suite 7200, Orange, CA 92868</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

PCSInfra, Inc.

Subcontractor's Address

7911 B Pine Ave, Chino, CA 91708

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Christian Peich Title: President

Address: 7911 B Pine Ave, Chino, CA 91708

Name: Brendon Finnecy Title: Vice President

Address: 7911 B Pine Ave, Chino, CA 91708

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Suenram & Associates, Inc.

Subcontractor's Address

445 S. Figueroa St, FL 31, Los Angeles, CA 90071

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Kate Suenram, PE Title: PresidentAddress: 445 S. Figueroa St, FL 31, Los Angeles, CA 90071

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

T&T Public Relations, Inc.

Subcontractor's Address

800 W. 6th Street, Suite 1030, Los Angeles, CA 90017

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Eneida Talleda Title: Owner

Address: 800 W. 6th Street, Suite 1030, Los Angeles, CA 90017

Name: Phyllis Tucker Title: Owner

Address: 800 W. 6th Street, Suite 1030, Los Angeles, CA 90017

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

Name: Title:

Address:

☐ Check this box if additional Schedule B pages are attached.

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Tatsumi and Partners, Inc.

Subcontractor's Address

49 Discovery, Suite 120, Irvine, CA 92618

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: David Tatsumi Title: President

Address: 49 Discovery, Suite 120, Irvine, CA 92618

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

**Prohibited Contributors
(Bidders)****Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

The Quality Firm

Subcontractor's Address

1075 E Nevada, Long Beach, CA 90802

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Yonas Keffelew Title: PresidentAddress: 1075 E Nevada, Long Beach, CA 90802

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

Prohibited Contributors
(Bidders)**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Triunity Engineering and Management, Inc.

Subcontractor's Address

515 S. Flower Street, Suite 1927, Los Angeles, CA 90071

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Marvin Thomas

Title: CEO

Address: 633 17th Street, Suite 1500, Denver, CO 80202

Name: Jonnie Thomas

Title: Principal-In-Charge

Address: 633 17th Street, Suite 1500, Denver, CO 80202

Name: Mike Peek

Title: Director of Operations

Address: 633 17th Street, Suite 1500, Denver, CO 80202

Name: Danielle Smith

Title: Central and West Regional Director

Address: 633 17th Street, Suite 1500, Denver, CO 80202

Name: Sean VonFeldt

Title: Principal West Region

Address: 515 S. Flower St, Suite 1927, Los Angeles, CA 90071

Name: Jane Donovan

Title: Principal Central Region

Address: 633 17th Street, Suite 1500, Denver, CO 80202

☒ Check this box if additional Schedule B pages are attached.

Triunity Engineering and Management, Inc. Schedule B – Additional Pages

Name:	Title:	Address:
Monte Menard	Senior Project Controls Manager	633 17 th Street, Suite 1500, Denver, CO 80202
Matthew Ollie	Deputy Regional Director	633 17 th Street, Suite 1500, Denver, CO 80202

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

V&A Inc.

Subcontractor's Address

1111 S. Grand Ave, Ste 103, Los Angeles, CA 90015

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Jose Valle

Title: CEO

Address: 1111 S. Grand Ave, Ste 103, Los Angeles, CA 90015

Name: Gerzain Figueroa

Title: CFO

Address: 1111 S. Grand Ave, Ste 103, Los Angeles, CA 90015

Name: Noah Busch

Title: Secretary

Address: 1111 S. Grand Ave, Ste 103, Los Angeles, CA 90015

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

Name: _____

Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

**Prohibited Contributors
(Bidders)****Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Wagner Engineering & Survey, Inc.

Subcontractor's Address

17134 Devonshire Street, Suite 200, Northridge, CA 91325

Please check one of the following options:

This subcontractor has one or more principals. ☒ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Stephanie A. Wagner Title: PresidentAddress: 17134 Devonshire Street, Suite 200, Northridge, CA 91325Name: Paul A. Wagner Title: Senior Vice PresidentAddress: 17134 Devonshire Street, Suite 200, Northridge, CA 91325

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. To assist LAWA in making this determination, each bidder/proposer is required to complete and submit with the bid/proposal the attached CRP Questionnaire. If a non-competitive process is used to procure the contract, the proposed contractor is required to complete and submit the CRP Questionnaire to LAWA prior to execution of the contract. Submitted CRP questionnaires will become public records and information contained therein will be available for public review for at least fourteen (14) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire may make the bid/proposal non-responsive and result in non-award of the proposed contract. During the review period if the bidder/proposer or contractor (collectively referred to hereafter as "bidder/proposer") is found non-responsible, he/she is entitled to an Administrative Hearing if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in disqualification of the bid/proposal or forfeiture of the proposed contract.

All Questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Contractors shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

Project Management/Construction Management Services for Airfield and Terminal

A. PROJECT TITLE: Modernization Project Landside Improvements at Los Angeles International Airport

B. BIDDER/CONTRACTOR INFORMATION:

HDR Engineering, Inc.	N/A		
Legal Name	DBA		
350 S Grand Avenue, Suite 2900	Los Angeles	CA	90071
Street Address	City	State	Zip
Thomas T. Kim, Senior Vice President	(213) 239-5800		(213) 239-5801
Contact Person, Title	Phone		Fax

C. TYPE OF SUBMISSION: The CRP Questionnaire being submitted is:

- ☒ An initial submission of a CRP Questionnaire. Please complete all questions and sign Attachment A.
- ☐ An update of a prior CRP Questionnaire dated ____/____/____. Please complete all questions and sign Attachment A.
- ☐ A copy of the initial CRP Questionnaire dated ____/____/____. Please sign below and return this page.

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire.

N/A	N/A	N/A
Print Name, Title	Signature	Date

A. OWNERSHIP AND NAME CHANGES

- 1a. In the past five (5) years, has the name of the bidder/proposer (also referred to herein as "your firm") changed?

☐ Yes ☒ No

If Yes, list on Attachment A all prior legal and D.B.A. names used by the bidder/proposer, the addresses of each of the identified entities, and the dates when each identified entity used those names. Additionally, please explain in detail the specific reason(s) for each name change.

- 1b. In the past five (5) years, has the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) engaged in the same or similar type of business as the current firm?

☐ Yes ☒ No

If Yes, list on Attachment A the names of those firms.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. Is your company now in the process of, or in negotiations toward, or in preparations for being sold?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances, including to whom being sold and principal contact information.

4. In the past five (5) years, has your firm's financial position significantly changed?

☐ Yes ☒ No

If Yes, explain the specific circumstances on Attachment A.

5. In the past five (5) years, has your firm ever been denied bonding?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance and include the name of the bonding company.

6. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

PERFORMANCE HISTORY

7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

☒ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance.

8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☒ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, and principal contact information.

9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

☒ Yes ☐ No

If Yes, explain on Attachment A the circumstances surrounding each instance, and principal contact information.

10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

COMPLIANCE

11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☒ Yes ☐ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

12. In the past five (5) years, has your firm ever been debarred or determined to be a non-responsible bidder contractor?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the current status.

BUSINESS INTEGRITY

13. In the past five (5) years, has your firm been convicted of, or found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

14. In the past five (5) years, has your firm or any of its executives, management personnel, and owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If Yes, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

Question 7. In the past five (5) years, has your firm or the owner of your firm (if your firm is a sole proprietorship) or any partner of your firm (if your firm is a partnership), or any officer of your firm (if your firm is a corporation) defaulted under a contract with a governmental entity or with a private individual or entity?

HDR response to Question 7:

A project can be discontinued for a variety of reasons, the vast majority of which are unrelated to HDR's performance on the project. In most cases, the discontinuation of the project will also result in the termination of HDR's service contract. Like all other firms of our size, HDR has had service contracts terminated. However, there is no previous termination that will have any impact on HDR's ability to perform this project.

Question 8. In the past five (5) years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

HDR response to Question 8:

A project can be discontinued for a variety of reasons, the vast majority of which are unrelated to HDR's performance on the project. In most cases, the discontinuation of the project will also result in the termination of HDR's service contract. Like all other firms of our size, HDR has had service contracts terminated. However, there is no previous termination that will have any impact on HDR's ability to perform this project.

Question 9. In the past five (5) years, has your firm ever failed to meet any scheduled deliverables or milestones?

HDR response to Question 9:

Poor project performance can arise for a variety of reasons; there can be design issues, errors, omissions, and technical difficulties. Like all other firms of our size, it is inevitable that HDR will have some project performance issues over the course of thousands of projects. Frequently, HDR will disagree with a client's allegation of poor performance. In the overwhelming majority of these cases, HDR will continue to provide services to a client where HDR had actual or alleged performance problems. In any event, there are no past or current project performance issues that will have any impact on HDR's ability to perform this project.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Thomas T. Kim | Senior Vice President



07/28/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

Question 10. In the past ten (10) years, has the bidder/proposer had any contracts with any private or governmental entity to perform work which is similar, in any way, to the work to be performed on the contract for which you are bidding or proposing? If Yes, list on a separate attachment, for each contract listed in response to this question: (a) contract number and dates; (b) awarding authority; (c) contact name and phone number; (d) description and success of performance; and (e) total dollar amount. Include audit information if available.

HDR response to Question 10:

Safe Sidewalks LA Program PM/CM

- (a) Contract Number and Dates: C-134275 | 2015 - Ongoing
- (b) Awarding Authority: City of Los Angeles Department of Public Works Bureau of Engineering
- (c) Contact Name and Phone Number: Julie Sauter | 213.847.2230
- (d) Description and Success of Performance: The HDR team worked side-by-side with City of LA staff to implement the Program and develop a model to effectively and efficiently repair sidewalks without lengthy design and review of plans and bid packages. In less than 2 weeks, HDR had contractors removing and repairing sidewalks in the City of LA which saved the program time and budget. HDR completed construction at 85 City Facility sites and 14 miles of 5-foot equivalent sidewalk. A majority of the sites were completed 1-month ahead of schedule.
- (e) Total Dollar Amount (Contract Value): \$19.1M

South Mountain Freeway PM/CM

- (a) Contract Number and Dates: 2015-004 | 2015 - Ongoing
- (b) Awarding Authority: Arizona Department of Transportation (ADOT)
- (c) Contact Name and Phone Number: Rob Samour | 602.768.4392
- (d) Description and Success of Performance: The South Mountain Freeway project is the first highway project procured under Arizona's P3 statute and ADOT's first design-build-maintain project. Through the P3 procurement process, HDR helped ADOT develop a risk-based delivery approach that encouraged innovation by instituting performance-based specifications. The 22-mile freeway is expected to bring even more permanent jobs and generate another \$2B of investment in the Valley. The project was opened to the traveling public on-time and below budget in December 2019, saving ADOT over \$125M and 3 years over traditional delivery methods.
- (e) Total Dollar Amount (Contract Value): \$60M

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Thomas T. Kim | Senior Vice President



07/28/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

HDR response to Question 10 (continued):

SR 520 Bridge Replacement and HOV Program PM/CM

(a) Contract Number and Dates: Y-9761 | 2006 - 2016 and Y-11848 | 2016 - Ongoing

(b) Awarding Authority: Washington Department of Transportation (WSDOT)

(c) Contact Name and Phone Number: Omar Jepperson | 206.770.3559

(d) Description and Success of Performance: The SR 520 Bridge Replacement and HOV Program will enhance safety by replacing the aging floating bridge and keep the region moving with vital transit and roadway improvements throughout the corridor. HDR was hired by WSDOT to serve as the GEC for the program, providing program management, subconsultant management, risk management, financial planning, project design, preparation of design-build procurement documents and design oversight of design-build projects. In 2009, the program secured \$4.65B in funding from the Washington State Legislature.

(e) Total Dollar Amount (Contract Value): \$231M (on Contract Y-9761) and \$170M (on Contract Y-11848)

SR 91 Corridor Improvement PM/CM

(a) Contract Number and Dates: 09-31-081-00 | 2010 - 2018

(b) Awarding Authority: Riverside County Transportation Commission (RCTC)

(c) Contact Name and Phone Number: David Thomas | 951.205.4956

(d) Description and Success of Performance: As a subconsultant to Parsons, HDR provided PCM services on the SR 91 CIP to increase capacity and reduce congestion for a 14-mile segment of SR 91 and a 3-mile segment along I-15. The project was delivered through a design-build contract that included improvements to accommodate the conversion to/addition of tolled express lanes. HDR acquired five parcels including the partial acquisition of a politically sensitive apartment complex and four partial acquisitions from BNSF Railway (BNSF). BNSF acquisitions were on an extremely accelerated time schedule due to design delays and the need to have the falsework within the railroad ROW completed prior to BNSF's 4th Quarter Curfew. HDR successfully negotiated with BNSF to acquire the parcels and also reduced acquisition costs by close to \$1M. HDR relocated 43 self-storage units within 90 days.

(e) Total Dollar Amount (Contract Value): \$15.5M

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Thomas T. Kim | Senior Vice President

Print Name, Title

Signature

Date

07/28/2022

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

HDR response to Question 10 (continued):

I-10 Corridor Express Lanes Contract One PM/CM

(a) Contract Number and Dates: 16-1001530 | 2016 - Ongoing

(b) Awarding Authority: San Bernardino County Transportation Authority (SBCTA)

(c) Contact Name and Phone Number: Mike Barnum | 909.458.6642

(d) Description and Success of Performance: The 11-mile project utilizes the design-build delivery method and includes the design and construction to implement two express lanes in each direction of I-10 from the Los Angeles/San Bernardino County line to the I-10/I-15 interchange. As a subconsultant to HNTB, HDR is providing management of project activities, including preparation of contract documents for the procurement of a civil design-build contracting team and a toll systems provider contractor team. Our team has demonstrated collaborative working relationships with SBCTA, Caltrans, TransCore, and other stakeholders that are built around identifying upcoming challenges, proactively developing solutions, and delivering the project safely, efficiently, on time, and in a cost-effective manner.

(e) Total Dollar Amount: \$8.6M

Santa Ana/Garden Grove Fixed Guideway PM/CM

(a) Contract Number and Dates: C-4-1854 | 2015 – Ongoing

(b) Awarding Authority: Orange County Transportation Authority (OCTA)

(c) Contact Name and Phone Number: Ross Lew | 949.697.0018

(d) Description and Success of Performance: The OC Streetcar will close a transit gap between Santa Ana and Garden Grove for a length of 4.1 miles, completing a contiguous transit system through Orange County and creating vital connections to employment, healthcare and recreation. As the program management lead, our finance team helped fast-track development of supporting material for a New Starts grant from the Federal Transit Administration (FTA). The project received a Full Funding Grant Agreement (FFGA) of \$149M on November 30, 2018. This marked the first time a modern streetcar successfully received New Starts funding from the FTA and represents 36 percent of the total project cost of \$407M. HDR has consistently exceeded client schedule demands and has remained under budget.

(e) Total Dollar Amount: \$44M

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Thomas T. Kim | Senior Vice President



07/28/2022

Print Name, Title

Signature

Date

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. Insert additional Attachment A pages as necessary.

HDR response to Question 10 (continued):

Mid-Coast Corridor PM/CM

- (a) Contract Number and Dates: 5007815 | 2011 - Ongoing
- (b) Awarding Authority: San Diego Association of Governments (SANDAG)
- (c) Contact Name and Phone Number: Sharon Humphreys | 619.595.5350
- (d) Description and Success of Performance: HDR is a key partner of the Program Management Consultant (PMC) team for SANDAG's Mid-Coast Corridor Transit Project. The project is the proposed extension of LRT service from the Old Town Transit Center to connect to University City, University Towne Centre (UTC), and the University of California, San Diego (UCSD). As a subconsultant to TYLin, HDR's role as the PMC includes the critical role of budget and schedule management. Our team's experience in the PMC/extension of staff role has enabled this project to stay on budget and within schedule. HDR also helped SANDAG successfully maneuver through the FTA Project Development process leading to the Full Funding Grant Agreement (FFGA) approval for a \$1B New Starts grant on September 14, 2016.
- (e) Total Dollar Amount (Contract Value): \$55M

Question 11. In the past five (5) years, has your firm or any of its owners, partners, or officers, been penalized for or been found to have violated any federal, state, or local laws in the performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

HDR response to Question 11:

Like any large employer, HDR has received complaints of perceived discriminatory conduct. HDR does not tolerate any form of discrimination in the workplace and all complaints received by HDR are investigated in a thorough, professional, and sensitive manner. In the event HDR receives a formal State or Federal EEOC charge, the matter is thoroughly investigated so that appropriate action can be taken to provide a response and ensure HDR's ongoing compliance with all labor and employment laws. There are no labor or employment matters that could impact HDR's ability to perform this project in a professional manner and in compliance with all legal requirements.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Thomas T. Kim | Senior Vice President



07/28/2022

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA contractors working under contracts for services, for purchases, for construction, LAWA licensees with licenses, agreements or permits issued under the Certified Service Provider Program, and LAWA tenants with leases, that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Bidders and proposers are required to complete and submit this Pledge of Compliance with the bid or proposal or with an amendment of a contract subject to the CRP. In addition, within 10 days of execution of any subcontract, the contractor shall submit to LAWA this Pledge of Compliance from each subcontractor who has been listed as performing work on the contract.

The contractor agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the contractor is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated paragraph (a).
- (d) To provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire. Note: This provision does not apply to amendments of contracts not subject to the CRP and to subcontractors not required to submit a CRP Questionnaire.
- (e) To ensure that subcontractors working on the LAWA contract shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (f) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.
- (g) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA with the bid/proposal may make the bid/proposal non-responsive.

HDR Engineering, Inc. | 350 S Grand Avenue, Suite 2900, Los Angeles, CA 90071 | (714) 504-8860

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

07/28/2022

Date

Thomas T. Kim | Senior Vice President

Print Name and Title of Officer or Authorized Representative

Project Management/Construction Management Services for Airfield and Terminal
Modernization Project Landside Improvements at Los Angeles International Airport

Project Title

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

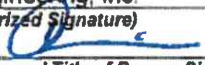
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) HDR Engineering, Inc.		BTRC (or n/a) 0000032976-0001-9
By (Authorized Signature) 		
Print Name and Title of Person Signing Thomas T. Kim Senior Vice President		
Date Executed 07/28/2022	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eboe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: HDR Engineering, Inc.
Company Address: 350 S Grand Avenue, Suite 2900
City: Los Angeles State: CA Zip: 90071
Contact Person: Thomas T. Kim Phone: (714) 504-8860 E-mail: tom.kim@hdrinc.com
Approximate Number of Employees in the United States: 10,430
Approximate Number of Employees in the City of Los Angeles: 141

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations 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 the property is connected to a Contract with the City; and
- 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.

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."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

HDR Engineering, Inc. will comply with the Equal Benefits Ordinance requirements

Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28th day of July, in the year 2022, at Los Angeles, CA

(City)

(State)

Signature

Thomas T. Kim

Name of Signatory (please print)

Senior Vice President

Title

350 S Grand Avenue, Suite 2900

Mailing Address

Los Angeles, CA 90071

City, State, Zip Code

47-0680568

EIN/TIN

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original 07/28/2022 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) Opportunity ID: 203239	Awarding Authority (Department awarding the contract) Los Angeles World Airports
Bidder Name HDR Engineering, Inc.	
Address 350 S Grand Avenue, Suite 2900, Los Angeles, CA 90071	
Email Address tom.kim@hdrinc.com	Phone Number (213) 239-5800

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Thomas T. Kim

Name

Senior Vice President

Title

Signature

07/28/2022

Date



HDR Engineering Inc. acknowledges LAWA's DBE participation goal of 15% for the Project Management/Construction Management Services for Airfield and Terminal Modernization Project Landside Improvements at Los Angeles International Airport Project. With inclusivity as one of our priorities, **we further commit to exceeding your DBE participation goal of up to 25%.** The following Subcontractor Participation Plan provides our allocation of the estimated percentages assigned to each of our subconsultant partners.

hdrinc.com

350 S. Grand Avenue, Suite 2900, Los Angeles, CA 90071
T 213.239 5800 F 213.239 5801

Conformed - December 7, 2022

SUBCONTRACTOR PARTICIPATION PLAN

ATTENTION:

You MUST list ALL anticipated subcontractors, regardless of their dollar amount or percent proposed, and regardless of whether they are certified or not.

You MUST fill out ALL applicable fields completely for the Prime and all subcontractors. Failure to provide complete and legible information on this form may result in your firm not receiving full certification credit.

Project Management/Construction Management Services for Airfield and Terminal

Project Title: Modernization Project Landside Improvements at Los Angeles International Airport

Today's Date: 07/28/2022

BIDDER/PROPOSER COMPANY INFORMATION		BID/PROPOSAL AMOUNT		DESCRIPTION OF PROJECT SERVICES
NAME: HDR Engineering, Inc.	ETHNICITY: N/A (HDR is an	TBD		Program/Project Management and
ADDRESS: 350 S Grand Avenue, Suite 2900	GENDER: N/A employee-owned firm)			Construction Management; Consulting
CITY/STATE/ZIP: Los Angeles, CA 90071	FEDERAL TAX ID #: 47-0680568			
CONTACT NAME: Thomas T. Kim	EMAIL: tom.kim@hdrinc.com			
TELEPHONE NO: (213) 239-5800				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER N/A (HDR is not a certified small business firm)				NAICS: 541330
SUBCONTRACTOR COMPANY INFORMATION		\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: AIX Consulting, Inc.	ETHNICITY: Hispanic	TBD	1%	Safety Management
ADDRESS: 106 S Mentor Ave., #201	GENDER: Male			
CITY/STATE/ZIP: Pasadena, CA 91106	FEDERAL TAX ID #: 87-0968772			
CONTACT NAME: Robert Delgado	EMAIL: robert@aix.group			
TELEPHONE NO: (714) 640-7168				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541690, 541350, 561110, 541611
NAME: Amheart Solutions	ETHNICITY: Asian American	TBD	1%	Document Controls, Administration,
ADDRESS: 511 S. Harbor Blvd. Unit R	GENDER: Male			Staff Training/Development
CITY/STATE/ZIP: La Habra, CA	FEDERAL TAX ID #: 82-3383312			
CONTACT NAME: Paul Jung	EMAIL: paul.jung@amheartsolutions.com			
TELEPHONE NO: (714) 869-4756				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE				
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541611, 561320

Rev 8/9/17

Conformed - December 7, 2022

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Antich Consulting, Inc.		ETHNICITY: Caucasian	TBD	1%	Lead Third-Party Coordinator; Third-Party Agreements and Coordination
ADDRESS: 7623 Alverstone Ave		GENDER: Female			
CITY/STATE/ZIP: Los Angeles, CA 90045		EMAIL: pattie@antichinc.com			
CONTACT NAME: Pattie Antich		FEDERAL TAX ID #: 81-3544044			
TELEPHONE NO: (310) 480-8046					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input checked="" type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541330	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: CM Solutions, Inc.		ETHNICITY: Caucasian	TBD	0.2%	Executive Reporting
ADDRESS: 114 W. Colorado Blvd.,		GENDER: Female			
CITY/STATE/ZIP: Monrovia, CA 91016		EMAIL: robyn@thecmsolution.com			
CONTACT NAME: Robyn Coates		FEDERAL TAX ID #: 460473897			
TELEPHONE NO: (626) 893-2643					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input checked="" type="checkbox"/> SBA				NAICS: 541611, 237310, CA WCC C8775, CA WCC C8773	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CPUC					
NAME: CMTS LLC		ETHNICITY: African American	TBD	1%	Inspection
ADDRESS: 5777 W. Century Boulevard, Suite 1105		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90045		EMAIL: hharris@cmtslc.com			
CONTACT NAME: K. Hezehiah Harris, II		FEDERAL TAX ID #: 27-3989901			
TELEPHONE NO: (310) 390-9558					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 236220, 237990, 541611, 236116, 236210, 237110, 237310	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER City of Long Beach					
NAME: Commonwell LLC		ETHNICITY: Latino	TBD	0.2%	Advisory Committee
ADDRESS: 401 Wilshire Blvd., 12th Floor		GENDER: Male			
CITY/STATE/ZIP: Santa Monica, CA 90401		EMAIL: christianr@commonwell.us			
CONTACT NAME: Christian Rodarte		FEDERAL TAX ID #: 46-4803201			
TELEPHONE NO: (323) 472-0671					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 80171603, 80101509, 80171907	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: CPM Partners, Inc.		ETHNICITY: Hispanic, Caucasian	TBD	0.3%	Claims Analysis
ADDRESS: 535 Encinitas Blvd, Suite 114		GENDER: Female			
CITY/STATE/ZIP: Encinitas, CA 92024		EMAIL: maribel@cpm-partners.com			
CONTACT NAME: Maribel R. Janecek		FEDERAL TAX ID #: 39-2050528			
TELEPHONE NO: (562) 365-4969					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 561414, 561110, 541618, 541611, 541350, 541330	
NAME: D'Leon Consulting Engineers Corporation		ETHNICITY: Hispanic	TBD	3%	Advisory Committee; Key Stakeholder Coordination
ADDRESS: 3605 Long Beach Blvd Suite 235		GENDER: Male			- LADOT, LADBS, LABOE, LADWP; Document Controls;
CITY/STATE/ZIP: Long Beach, CA 90807		EMAIL: Borja.Leon@dleonengineers.com			Executive Reporting; Preliminary Engineering;
CONTACT NAME: Borja Leon		FEDERAL TAX ID #: 95-4434935			Constructability Reviews; MOUs; Maintenance Agreements;
TELEPHONE NO: (562) 989-4500					Utility Relocation Management; Construction Engineering;
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					Inspection; Contract Management; Administration; BIM
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330, 541340, 541350, 541611, 237990, 237310, CA WCC C8715, CA WCC C8770, CA WCC C8801	
NAME: Dabri, Inc.		ETHNICITY: Asian	TBD	0.4%	Estimating Services
ADDRESS: 68 E Bay State St, Ste 1A		GENDER: Female			
CITY/STATE/ZIP: Alhambra, CA 91803		EMAIL: dkaur@dabri.com			
CONTACT NAME: Domonique Kaur		FEDERAL TAX ID #: 943392382			
TELEPHONE NO: (213) 426-0429					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330, 541618	
NAME: Dakota Communications LLC		ETHNICITY: African American	TBD	0.3%	Advisory Committee; Strategic Communications; Outreach
ADDRESS: 707 Wilshire Blvd, Suite 3225		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90017		EMAIL: Kerman@dakcomm.com			
CONTACT NAME: Kerman Maddox		FEDERAL TAX ID #: 95 - 4686477			
TELEPHONE NO: (310) 815-8444					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541430, 541611, 541613, 541810, 541820, 541830, 541840	

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Enterris Associates, Inc.		ETHNICITY: Subcontinent Asian American	TBD	0.3%	Advisory Committee; Risk Management and Assessments; Maintenance of Traffic Assessments; Quality Assurance
ADDRESS: 2000 E. 4th Street Suite 302		GENDER: Male			
CITY/STATE/ZIP: Santa Ana, CA 92705		EMAIL: samir.damle@enterrisassociates.com			
CONTACT NAME: Samir Damle		FEDERAL TAX ID #: 871537439			
TELEPHONE NO: (310) 251-5828					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CPUC					NAICS: 541611, 541199, 541618
NAME: Fountainhead Consulting Corporation		ETHNICITY: Hispanic	TBD	1%	Document Controls; Construction Impact Analysis; Inspection
ADDRESS: 155 North Lake Avenue, Suite 800		GENDER: Male			
CITY/STATE/ZIP: Pasadena, California 91101		EMAIL: ibenavidez@fountainheadcorp.com			
CONTACT NAME: Ivan Benavidez		FEDERAL TAX ID #: 46-4231774			
TELEPHONE NO: (909) 512-2815					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					NAICS: 237110, 237120, 237310, 237990, 541330
NAME: Global Leadership Alliance, Inc.		ETHNICITY: N/A	TBD	0.4%	Partnering
ADDRESS: 500 Capitol Mall, Suite 2350		GENDER: N/A			
CITY/STATE/ZIP: Sacramento, CA 95814		EMAIL: liz@gla.world			
CONTACT NAME: Liz Romo		FEDERAL TAX ID #: 20-4766024			
TELEPHONE NO: (916) 690-6899					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					NAICS: 541611
NAME: Guida Surveying, Inc.		ETHNICITY: White	TBD	0.9%	Surveying
ADDRESS: 9241 Irvine Blvd, Suite 100		GENDER: Female			
CITY/STATE/ZIP: Irvine, CA 92618		EMAIL: bmcinally@guidainc.com			
CONTACT NAME: Bernie McInally, PLS		FEDERAL TAX ID #: 33-0668606			
TELEPHONE NO: (949) 777-2041					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER County of Los Angeles					NAICS: 541360; 541370

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Harris Miller Miller & Hanson, Inc.		ETHNICITY: Caucasian	TBD	0.3%	Noise Monitoring
ADDRESS: 700 District Avenue, Suite 800		GENDER: Female			
CITY/STATE/ZIP: Burlington, MA 01803		EMAIL: dwasiuk@hmmh.com			
CONTACT NAME: Diana B. Wasiuk		FEDERAL TAX ID #: 04-2737079			
TELEPHONE NO: (781) 229-0707					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541611, 541620, 541690, 541712, 541990
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: IDC Consulting Engineers, Inc.		ETHNICITY: Asian American	TBD	1%	Design Reviews - Structures
ADDRESS: 300 S Harbor Blvd, Ste 710		GENDER: Female			
CITY/STATE/ZIP: Anaheim, CA 92805		EMAIL: idc@idcengineers.com			
CONTACT NAME: Wendy Li		FEDERAL TAX ID #: 330682076			
TELEPHONE NO: (714) 520-9070 / (909) 451-1338					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541330, 541490, 541512, 541618, 541690, CA WCC C8720, CA WCC C8706
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Jeff Oviedo & Associates, Inc.		ETHNICITY: Hispanic	TBD	0.2%	Airport Planning
ADDRESS: 260 Newport Center Drive, Suite 100		GENDER: Male			
CITY/STATE/ZIP: Newport Beach, CA 92660		EMAIL: joviedo@joagroup.com			
CONTACT NAME: Jeff Oviedo		FEDERAL TAX ID #: 37-0748215			
TELEPHONE NO: (714) 336-0686					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 541611, 541330, CA WCC C8770
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Kal Krishnan Consulting Services, Inc.		ETHNICITY: Subcontinent Asian Indian	TBD	3%	Risk Management and Assessments; Cost Controls; Utility Company Coordination; Contract Administration
ADDRESS: 800 S. Figueroa St., Suite 1210		GENDER: Male			
CITY/STATE/ZIP: Los Angeles, CA 90017		EMAIL: marketing@kkcsworld.com			
CONTACT NAME: Terry Marcellus		FEDERAL TAX ID #: 94-3067664			
TELEPHONE NO: (213) 488-0900					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA					NAICS: 236220, 237110, 237310, 237990, 541611
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER LA County Public Works					

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Leighton Consulting, Inc.		ETHNICITY: N/A	TBD	1%	Materials Engineering and Testing
ADDRESS: 17781 Cowan		GENDER: N/A			
CITY/STATE/ZIP: Irvine, CA 92614		EMAIL: dchandra@leightongroup.com			
CONTACT NAME: Djan Chandra, PE, GE		FEDERAL TAX ID #: 73-1650031			
TELEPHONE NO: (949) 681-4267					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 562910, 541620	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Mammoth Associates LLC		ETHNICITY: Armenian American	TBD	0.4%	Schedule Controls
ADDRESS: 11310 Yolanda Avenue		GENDER: Female			
CITY/STATE/ZIP: Porter Ranch, CA 91326		EMAIL: aniasatoorian@mammoth-assoc.com			
CONTACT NAME: Ani Asatoorian		FEDERAL TAX ID #: 36-4869351			
TELEPHONE NO: (818) 326-0130					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541611, 541618, 56110, 541350	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Morgner Technology Management		ETHNICITY: Hispanic	TBD	2.5%	Safety
ADDRESS: 1880 Century Park East, Suite 1402		GENDER: Female			
CITY/STATE/ZIP: Los Angeles, CA 90067		EMAIL: mmorgner@morgnerco.com			
CONTACT NAME: Monique Morgner Lukeman		FEDERAL TAX ID #: 95-4351674			
TELEPHONE NO: (323) 900-0030					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input checked="" type="checkbox"/> SBA				NAICS: 236220, 237110, 237310, 541611, 541620, 541620, 541690	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER					
NAME: Pacifica Services, Inc.		ETHNICITY: Hispanic	TBD	0.3%	Document Controls
ADDRESS: 106 S. Mentor Avenue, Suite 200		GENDER: Male			
CITY/STATE/ZIP: Pasadena, CA 91106		EMAIL: jcamacho@pacificaservices.com			
CONTACT NAME: Jeffrey Camacho		FEDERAL TAX ID #: 95-3413066			
TELEPHONE NO: (626) 405-0131					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541990	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER SCMSDC/NMSDC					

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: PacRim Engineering, Inc.		ETHNICITY: Asian	TBD	0.5%	Geometric Oversight; Design Reviews -
ADDRESS: 701 S. Parker St., Suite 7200		GENDER: Male			Structures; Permitting; Regulatory
CITY/STATE/ZIP: Orange, CA 92868		EMAIL: rkim@pacrimengineering.com			Compliance; Material Site Agreements;
CONTACT NAME: Roy Kim		FEDERAL TAX ID #: 26-1431519			Utility Relocation Plan/Package; Utility
TELEPHONE NO: (714) 323-9377					Relocation Management; Utility Close Out
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541330, 541350, CA WCC C8773,	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CUCP				CA WCC C8776, CA WCC C8783	
NAME: PCSInfra, Inc.		ETHNICITY: White	TBD	0.2%	Cost Controls
ADDRESS: 7911-B Pine Ave.		GENDER: Male			
CITY/STATE/ZIP: Chino, CA 91708		EMAIL: cp@pcsinfra.com			
CONTACT NAME: Christian Peich		FEDERAL TAX ID #: 47-5586503			
TELEPHONE NO: (714) 482-5259					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541618, 541990	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER Port Of Long Beach					
NAME: Suenram & Associates, Inc.		ETHNICITY: Caucasian	TBD	0.3%	Utility Company Coordination; Utility
ADDRESS: 445 S. Figueroa St, FL 31		GENDER: Female			Relocation Plan/Package; Utility Relocation
CITY/STATE/ZIP: Los Angeles		EMAIL: kate@suenramassoc.com			Management; Utility Close Out
CONTACT NAME: Kate Suenram		FEDERAL TAX ID #: 83-2131025			
TELEPHONE NO: (213) 297-7050					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541330, 541611, 541990	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CPUC					
NAME: T&T Public Relations, Inc.		ETHNICITY: AfricanAmerican/Hispanic	TBD	1%	DBE Management; Labor Compliance;
ADDRESS: 800 W. 6th Street, Suite 1030		GENDER: Female			Outreach
CITY/STATE/ZIP: Los Angeles, CA 90017		EMAIL: Phyllis.Tucker@landtpublicrelations.com			
CONTACT NAME: Phyllis Tucker		FEDERAL TAX ID #: 45-5131910			
TELEPHONE NO: (213) 232-1124					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA				NAICS: 541613, 541820, 541910, 541611,	
<input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER CUCP				561410	

SUBCONTRACTOR COMPANY INFORMATION		PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Tatsumi and Partners, Inc.		ETHNICITY: Asian American	TBD	0.3%	Landscape
ADDRESS: 49 Discovery, Suite 120		GENDER: Male			
CITY/STATE/ZIP: Irvine, CA 92618		EMAIL: david@tatsumiandpartners.com			
CONTACT NAME: David Tatsumi		FEDERAL TAX ID #: 33-0391868			
TELEPHONE NO: (949) 453-9901					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541320, 541620	
NAME: The Quality Firm		ETHNICITY: Black	TBD	0.2%	Materials Engineering and Testing
ADDRESS: 1075 E. Nevada		GENDER: Male			
CITY/STATE/ZIP: Long Beach, CA, 90802		EMAIL: yonas@thequalityfirm.com			
CONTACT NAME: Yonas Keffelew		FEDERAL TAX ID #: 83-2818657			
TELEPHONE NO: (562) 386-7131					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541350, 541380, 541330	
NAME: Triunity Engineering and Management, Inc.		ETHNICITY: Caucasian	TBD	1%	Program Oversight
ADDRESS: 515 S. Flower St, Suite 1803		GENDER: Female			
CITY/STATE/ZIP: Los Angeles, CA 91203		EMAIL: Danielle.Smith@triunityeng.com			
CONTACT NAME: Danielle Smith		FEDERAL TAX ID #: 76-0747545			
TELEPHONE NO: (303) 842-1412					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input checked="" type="checkbox"/> CALTRANS <input type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 237310, 541330, 541618, 541990, 541611	
NAME: V&A, Inc.		ETHNICITY: Hispanic	TBD	4.5%	Design Reviews - Roadway; Maintenance of
ADDRESS: 1111 S. Grand Ave, Ste 103		GENDER: Male			Traffic Assessments; Traffic Handling Plans;
CITY/STATE/ZIP: Los Angeles, CA 90015		EMAIL: jose.valle@va-incorp.com			Traffic Signal; Third-Party Agreements and
CONTACT NAME: Jose Valle		FEDERAL TAX ID #: 26-3968624			Coordination; Change Order Management
TELEPHONE NO: (213) 972-9700					
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input type="checkbox"/> LBE <input type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> WBE					
CERTIFYING AGENCY: <input type="checkbox"/> CITY OF L.A. <input type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input type="checkbox"/> OTHER				NAICS: 541330, 541350, 541611, 541618	

SUBCONTRACTOR COMPANY INFORMATION	PROFILE INFORMATION	\$ PROPOSED	% PROPOSED	DESCRIPTION OF PROJECT SERVICES
NAME: Wagner Engineering and Survey, Inc.	ETHNICITY: Caucasian	TBD	0.3%	Surveying
ADDRESS: 17134 Devonshire St., Suite 200	GENDER: Female			
CITY/STATE/ZIP: Northridge, CA 91325	EMAIL: stephaniew@wesinc.org			
CONTACT NAME: Stephanie Wagner	FEDERAL TAX ID #: 95-4306075			
TELEPHONE NO: (818) 892-6565				
CERTIFICATION TYPE: <input type="checkbox"/> ACDBE <input checked="" type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> MBE <input checked="" type="checkbox"/> LBE <input checked="" type="checkbox"/> LSBE <input checked="" type="checkbox"/> SBE <input checked="" type="checkbox"/> WBE				
CERTIFYING AGENCY: <input checked="" type="checkbox"/> CITY OF L.A. <input checked="" type="checkbox"/> CALIF DGS <input type="checkbox"/> CALTRANS <input checked="" type="checkbox"/> METRO <input checked="" type="checkbox"/> SBA <input type="checkbox"/> DVA <input type="checkbox"/> USWCC <input type="checkbox"/> NWBOC <input type="checkbox"/> WBEC-WEST <input checked="" type="checkbox"/> OTHER County of Los Angeles		NAICS: 541330, 541360, 541370		

I certify under the penalty of perjury that the information contained on this form is true and correct and that the firms listed are the subcontractors anticipated to be utilized if this project is awarded to the above prime contractor. I agree to comply with any applicable provisions for additions and substitutions, and I further understand and agree that any and all changes or substitutions must be authorized by the LAWA Procurement Services Division prior to their implementation. An amended Subcontractor Participation Plan is required for any substitution or change to Subcontractors listed on the originally submitted Plan.

Participation Level(s) Proposed by Bidder/Proposer:	0 %	<input type="checkbox"/> ACDBE
	25 %	<input checked="" type="checkbox"/> DBE
	2 %	<input checked="" type="checkbox"/> DVBE
	7.3 %	<input checked="" type="checkbox"/> LBE
	8.5 %	<input checked="" type="checkbox"/> LSBE
	11.8 %	<input checked="" type="checkbox"/> MBE/WBE
	24.7 %	<input checked="" type="checkbox"/> SBE

Goal(s) Stated in the Request for Bid/Proposal:	0 %	<input type="checkbox"/> ACDBE
	15 %	<input checked="" type="checkbox"/> DBE
	0 %	<input type="checkbox"/> DVBE
	0 %	<input type="checkbox"/> LBE
	0 %	<input type="checkbox"/> LSBE
	0 %	<input type="checkbox"/> MBE/WBE
	0 %	<input type="checkbox"/> SBE


 SIGNATURE _____ DATE 07/28/2022

Thomas T. Kim Senior Vice President (714) 504-8860
 PRINT NAME TITLE PHONE

Business & Contact Information

BUSINESS NAME	AIX Consulting, Inc., DBA AIX Engineering
OWNER	Mr. Robert Delgado
ADDRESS	106 S Mentor Ave Suite #201 Pasadena, CA 91106 [map]
PHONE	626-734-7447
FAX	626-734-7447
EMAIL	robert@aix.group
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Providing inspection and construction management services

Commodity Codes

Code	Description
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541350	Building Inspection services
NAICS 541690	Safety consulting services
NAICS 561110	Office management services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	50515
---	--------------

Business & Contact Information

BUSINESS NAME	Amheart Solutions
OWNER	Mr. Paul Jung
ADDRESS	511 S. Harbor Blvd. Unit R La Habra, CA 90631 [map]
PHONE	562-245-6477
FAX	562-245-6581
EMAIL	PAUL.JUNG@AMHEARTSOLUTIONS.COM
WEBSITE	http://www.amheartsolutions.com
ETHNICITY	Asian-Pacific American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Temporary staffing

Commodity Codes

Code	Description
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 561320	Temporary help services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	45188

Business & Contact Information

BUSINESS NAME	Antich Consulting Inc.
OWNER	Mrs. Pattie Antich
ADDRESS	7623 Alverstone Avenue Los Angeles, CA 90045 [map]
PHONE	310-480-8046
EMAIL	pattie@antichinc.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil engineering, construction management

Commodity Codes

Code	Description
NAICS 541330	Engineering services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	43772

Business & Contact Information

BUSINESS NAME	CONSTRUCTION MANAGEMENT SOLUTIONS, DBA QUEST PROJECT CONTROLS, INC.
OWNER	Ms. Robyn Coates
ADDRESS	114 W. COLORADO BLVD. MONROVIA, CA 91016 [map]
PHONE	626-639-2813
FAX	626-301-4425
EMAIL	robyn@thecmsolution.com
WEBSITE	http://www.thecmsolution.com
ETHNICITY	Caucasian
GENDER	Female

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC C8700	CONSULTANT, NON-ENGINEERING
CA WCC C8701	BUSINESS ADMINISTRATION
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8770	CONSTRUCTION MANAGEMENT
CA WCC C8773	CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
CA WCC C8775	CONSTRUCTION MANAGEMENT - OIL AND GAS PIPELINE AND RELATED STRUCTURES CONSTRUCTION
CA WCC C8776	CONSTRUCTION MANAGEMENT - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 236210	Industrial Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Engineering Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 561110	Office Administrative Services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER 37853

Business & Contact Information

BUSINESS NAME	CMTS, LLC
OWNER	Mr. K. Hezekiah Harris, II
ADDRESS	8500 N Stemmons Fwy, Ste. 6077 Dallas, TX 75247 [map]
PHONE	214-637-6200
FAX	214-637-6226
EMAIL	hharris@cmtsllc.com
WEBSITE	http://www.cmtsllc.com
ETHNICITY	Black American
GENDER	Male
COUNTY	Dallas (TX)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
NAICS 236116	New Multifamily Housing Construction (except For-Sale Builders)
NAICS 236210	Industrial Building Construction
NAICS 236220	Commercial and Institutional Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	31395
---	--------------

Business & Contact Information

BUSINESS NAME	CPM PARTNERS, INC.
OWNER	Ms. Maribel Janeczek
ADDRESS	535 ENCINITAS BLVD., SUITE 114 ENCINITAS, CA 92024 [map]
PHONE	760-230-8009
FAX	760-230-8010
EMAIL	accounting@cpm-partners.com
WEBSITE	http://www.cpm-partners.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	San Diego (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Building Inspection Services

Commodity Codes

Code	Description
NAICS 541350	Building Inspection services
NAICS 541512	Computer Systems Design Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services
NAICS 561110	Office Administrative Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	49827

Business & Contact Information

BUSINESS NAME	D'LEON CONSULTING ENGINEERS CORPORATION
OWNER	Mr. Borja Leon
ADDRESS	3605 LONG BEACH BLVD SUITE 235 LONG BEACH, CA 90807 [map]
PHONE	562-989-4500
FAX	562-989-4509
EMAIL	borja.leon@dleonengineers.com
WEBSITE	http://www.dleonengineers.com
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering services Computer-aided design drafting (CADD) services Drafting Services Administrative Management and General Management Consulting Services

Commodity Codes

Code	Description
CA WCC C8705	DESIGN
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8765	DRAFTING
CA WCC C8766	COMPUTER-AIDED DESIGN & DRAFTING (CADD)
CA WCC C8770	CONSTRUCTION MANAGEMENT
CA WCC C8801	CONSTRUCTION PROJECT AND DOCUMENT CONTROL
NAICS 541330	Engineering services
NAICS 541340	Computer-aided design drafting (CADD) services
NAICS 541340	Drafting Services
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
Orange
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	4238

Business & Contact Information

BUSINESS NAME	Dabri, Inc.
OWNER	Ms. Ravinder Kaur
ADDRESS	850 South Van Ness Avenue San Francisco, CA 94110 [map]
PHONE	415-839-8142
FAX	925-313-9237
EMAIL	dkaur@dabri.com
WEBSITE	http://www.dabri.com
ETHNICITY	Subcontinent Asian American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Business Consulting and Business Management

Commodity Codes

Code	Description
CA WCC C8700	CONSULTANT, NON-ENGINEERING
CA WCC C8701	BUSINESS ADMINISTRATION
CA WCC C8702	MANAGEMENT INFORMATION SYSTEMS
CA WCC C8711	COMPUTER
CA WCC C8731	BUILDING INSPECTION SERVICES
CA WCC C8852	SWPPP PLANNING
CA WCC I8740	MANAGEMENT & PUBLIC RELATIONS
NAICS 236220	Addition, alteration and renovation, for-sale builders, commercial and institutional building
NAICS 541350	Building inspection services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541618	Other Management Consulting Services
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	32110

Business & Contact Information

BUSINESS NAME	DAKOTA COMMUNICATIONS
OWNER	Mr. Kerman Maddox
ADDRESS	800 WILSHIRE BOULEVARD SUITE 410 LOS ANGELES, CA 90017 [map]
PHONE	310-815-8444
FAX	310-815-8414
EMAIL	nicole@dakcomm.com
WEBSITE	http://www.dakcomm.com
ETHNICITY	Black American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC C8701	BUSINESS ADMINISTRATION
CA WCC I8740	MANAGEMENT & PUBLIC RELATIONS
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 541820	Public relations agencies

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	31469

Business & Contact Information

BUSINESS NAME	Enterris Associates, Inc.
OWNER	Mr. Samir Damle
ADDRESS	2000 E 4th St Suite 302 Santa Ana, CA 92705 [map]
PHONE	310-720-8102
EMAIL	nikhil.damle@enterrisassociates.com
WEBSITE	https://www.enterrisassociates.com
ETHNICITY	Subcontinent Asian American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	To provide construction management, construction claims, project management and inspection services as well as project advisory services to industry.

Commodity Codes

Code	Description
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541199	All Other Legal Services
NAICS 541618	Other Management Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
Orange
Riverside
San Bernardino
San Diego
Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	50810

Business & Contact Information

BUSINESS NAME	Fountainhead Consulting Corporation
OWNER	MR. IVAN BENAVIDEZ, Jr.
ADDRESS	2400 E. Katella Ave California Anaheim, CA 92806-2815 [map]
PHONE	909-512-2815
EMAIL	ibenavidez@fountainheadcorp.com
WEBSITE	http://www.fountainheadcorp.com
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil engineering, construction management, program management

Commodity Codes

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237120	Oil and Gas Pipeline and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Engineering services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	41892
---	--------------

Business & Contact Information

BUSINESS NAME	Harris Miller Miller & Hanson Inc.
OWNER	Ms. Diana Wasluk
ADDRESS	77 SOUTH BEDFORD STREET Burlington, MA 01803 [map]
PHONE	781-229-0707 Ext. 3100
EMAIL	info@hmmh.com
WEBSITE	http://www.hmmh.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Middlesex (MA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Administrative Management and General Management Consulting Services

Commodity Codes

Code	Description
CA WCC C8700	CONSULTANT, NON-ENGINEERING
CA WCC C8790	ENVIRONMENTAL - ACOUSTIC/NOISE STUDIES
CA WCC C8830	ENERGY STUDIES
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541614	Process, Physical Distribution, and Logistics Consulting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) (changed in 2022 codeset)
NAICS 541990	All Other Professional, Scientific, and Technical Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	42976

Business & Contact Information

BUSINESS NAME	IDC CONSULTING ENGINEERS, INC
OWNER	Ms. Wendy Li
ADDRESS	300 S HARBOR BLVD STE 710 ANAHEIM, CA 92805 (map)
PHONE	714-520-9070
FAX	714-520-9068
EMAIL	www@idcengineers.com
WEBSITE	http://www.idcengineers.com
ETHNICITY	Asian-Pacific American
GENDER	Female
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
CA WCC C8705	DESIGN
CA WCC C8706	DESIGN BRIDGES
CA WCC C8707	FEASIBILITY STUDIES
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8730	SAFETY STUDIES
CA WCC I7373	INTEGRATED SYSTEMS & CAD/CAM SYSTEMS
NAICS 541490	Other Specialized Design Services
NAICS 541512	Computer Systems Design Services
NAICS 541618	Other Management Consulting Services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	27413

Business & Contact Information

BUSINESS NAME	Jeff Oviedo and Associates, Inc., DBA JOA Group
OWNER	Mr. Jeffrey Oviedo
ADDRESS	260 Newport Center Dr #100 Newport Beach, CA 92660 [map]
PHONE	714-336-0686
FAX	714-251-0702
EMAIL	joviedo@joagroup.com
WEBSITE	http://www.joagroup.com
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8770	CONSTRUCTION MANAGEMENT
NAICS 236210	Industrial Building Construction
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles Orange Riverside San Bernardino San Diego
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	39774

Business & Contact Information

BUSINESS NAME	Kal Krishnan Consulting Services, Inc.
OWNER	Mr. Dev Krishnan
ADDRESS	800 South Figueroa Street Suite 1210 Los Angeles, CA 90017 [map]
PHONE	213-488-0900 Ext. 2722
FAX	213-488-5113
EMAIL	dev.krishnan@kkcsworld.com
WEBSITE	http://www.kkcsworld.com
ETHNICITY	Subcontinent Asian American
GENDER	Male
COUNTY	Alameda (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Construction Management, Program Management and Inspection

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237110	Construction management, water and sewer line
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, mass transit
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	5259
---	-------------

Business & Contact Information

BUSINESS NAME	Mammoth Associates, LLC
OWNER	Mrs. Ani Asatoorian
ADDRESS	11310 Yolanda Avenue Porter Ranch, CA 91326 map
PHONE	818-326-0130
EMAIL	info@mammoth-assoc.com
WEBSITE	http://www.mammoth-assoc.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Management support consulting services: project controls, quality assurance, risk management, scheduling and document controls.

Commodity Codes

Code	Description
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 561110	Office Administrative Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	45376

Business & Contact Information

BUSINESS NAME	Morgner Technology Management, DBA Morgner Construction Management
OWNER	Ms. Monique Morgner Lukeman
ADDRESS	1880 CENTURY PARK E, SUITE 1402 LOS ANGELES, CA 90067 [map]
PHONE	323-900-0030
FAX	646-417-5517
EMAIL	MMORGNER@MORGNERCO.COM
WEBSITE	http://www.morgnerco.com
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Construction and Project Management Services

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237110	Construction management, water and sewer line
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541720	Research and Development in the Social Sciences and Humanities
NAICS 561320	Temporary help services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	34375

Business & Contact Information

BUSINESS NAME	PacRim Engineering, Inc.
OWNER	Peter Liu
ADDRESS	312 E. 1st St. Suite 220 Los Angeles, CA 90012 [map]
PHONE	323-763-8700
FAX	714-683-0460
EMAIL	rjp@PacRimEngineering.com
WEBSITE	http://www.PacRimEngineering.com
ETHNICITY	Asian-Pacific American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC C8700	CONSULTANT, NON-ENGINEERING
CA WCC C8705	DESIGN
CA WCC C8706	DESIGN BRIDGES
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8746	STRUCTURAL ENGINEER
CA WCC C8771	CONSTRUCTION MANAGEMENT - COMMERICAL AND INSTITUTIONAL BUILDING CONSTRUCTION
CA WCC C8772	CONSTRUCTION MANAGEMENT - INDUSTRIAL BUILDING CONSTRUCTION
CA WCC C8773	CONSTRUCTION MANAGEMENT - HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
CA WCC C8776	CONSTRUCTION MANAGEMENT - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
CA WCC C8783	ENGINEERING- STRUCTURAL
NAICS 236210	Industrial Building Construction
NAICS 236220	Commercial and Institutional Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237120	Oil and Gas Pipeline and Related Structures Construction
NAICS 237130	Power and Communication Line and Related Structures Construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles Orange Riverside San Bernardino San Diego Santa Barbara
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	36743

Business & Contact Information

BUSINESS NAME	Suenram & Associates, Inc.
OWNER	Kathleen Suenram
ADDRESS	445 S. Figueroa St FL 31 Los Angeles, CA 90071 [map]
PHONE	818-358-2439
EMAIL	info@suenramassoc.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering design and consulting services, specializing in third party consulting/coordination and utility design.

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles Orange Riverside San Bernardino San Diego
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	46303

Business & Contact Information

BUSINESS NAME	T&T Public Relations, Inc, DBA T&T Public Relations
OWNER	MS. ENEIDA Talleda
ADDRESS	24325 Crenshaw Blvd, #268 Torrance, CA 90505 [map]
PHONE	213-232-1124
EMAIL	Phyllis.Tucker@TandTpublicrelations.com
WEBSITE	http://www.TandTpublicrelations.com
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Public relations & community outreach; press relations; multi-cultural communications; planning and material development

Commodity Codes

Code	Description
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 541820	Public relations agencies
NAICS 541910	Marketing Research and Public Opinion Polling
NAICS 561410	Document preparation services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	41233

Business & Contact Information

BUSINESS NAME	Tatsumi and Partners, Inc., DBA Tatsumi and Partners Inc
OWNER	David Tatsumi
ADDRESS	49 Discovery, Suite 120 Irvine, CA 92618 [map]
PHONE	949-453-9901
FAX	949-453-9902
EMAIL	beverly@tatsumiandpartners.com
WEBSITE	http://www.tatsumiandpartners.com
ETHNICITY	Asian-Pacific American
GENDER	Male
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Landscape Architecture

Commodity Codes

Code	Description
NAICS 541320	Landscape architectural services
NAICS 541340	Drafting services
NAICS 541620	Environmental consulting services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	N/A

Business & Contact Information

BUSINESS NAME	Anbessaw Consulting Inc, DBA The Quality Firm, ACS, AC Services
OWNER	Mr. Yonas Keffelew
ADDRESS	1075 E Nevada Suite 512 Signal Hill, CA 90755 [map]
PHONE	562-386-7131
EMAIL	yonas@thequalityfirm.com
WEBSITE	http://www.thequalityfirm.com
ETHNICITY	Black American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Quality management, building inspection

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541350	Building inspection services
NAICS 541380	Testing Laboratories and Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	47090

Business & Contact Information

BUSINESS NAME	Triunity, Inc.
OWNER	Mr. Marvin Thomas
ADDRESS	633 17th Street Suite 1500 Denver, CO 80202-3661 (map)
PHONE	720-543-0919
FAX	000-000-0000
EMAIL	monica.romero@triunityeng.com
WEBSITE	http://www.triunityeng.com
ETHNICITY	Black American
GENDER	Male

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	ENGINEERING SERVICES

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 236220	Commercial and Institutional Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237120	Oil and Gas Pipeline and Related Structures Construction
NAICS 237130	Power and Communication Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 488210	Support Activities for Rail Transportation
NAICS 541340	Drafting services
NAICS 541350	Building Inspection Services
NAICS 541511	Custom Computer Programming Services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541990	All Other Professional, Scientific, and Technical Services

Additional Information

WORK DISTRICTS/REGIONS	All work districts/regions
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	35763

Business & Contact Information

BUSINESS NAME	V & A Inc., DBA V&A INC
OWNER	Mr. Jose Valle
ADDRESS	1111 S. Grand Ave, Ste 103 LOS ANGELES, CA 90015-2631 [map]
PHONE	213-972-9700
FAX	213-972-9707
EMAIL	jose.varias@va-incorp.com
WEBSITE	http://www.va-incorp.com
ETHNICITY	Hispanic American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Project Management and Engineering Consulting Services

Commodity Codes

Code	Description
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541350	Building inspection services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541618	Other Management Consulting Services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	37559
---	--------------

Business & Contact Information

BUSINESS NAME	WAGNER ENGINEERING & SURVEY, INC
OWNER	Ms. Stephanie Wagner
ADDRESS	17134 DEVONSHIRE STREET, SUITE 200 NORTHRIDGE, CA 91325 [map]
PHONE	818-892-6565
FAX	818-488-9480
EMAIL	mail@wesinc.org
WEBSITE	http://www.wesinc.org
ETHNICITY	Caucasian
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC C8710	ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8760	LAND SURVEYOR
CA WCC C9826	LAND SURVEYING
NAICS 541330	Engineering services
NAICS 541360	Geophysical Surveying and Mapping Services
NAICS 541370	Surveying and Mapping (except Geophysical) Services

Additional Information

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	9094
---	------

**FEDERAL REQUIREMENTS (FRs) WHICH STATE CERTIFICATION BY
SIGNING/SUBMITTING BID**

By signing below, Bidder is declaring that by signing and submitting its bid, it is certifying to the following Federal Requirements within this procurement:

FR - 11 Debarment and Suspension

FR - 17 Foreign Trade Restriction

FR - 18 Lobbying and Influencing Federal Employees

07/28/2022

Date

HDR Engineering, Inc.

Company Name



Thomas T. Kim

Signature

Senior Vice President

Title

FEDERAL REQUIREMENT: FR-12

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein (refer to Administrative Requirements Attachment):

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

07/28/2022

Date

HDR Engineering, Inc.

Company Name



Thomas T. Kim

Signature

Senior Vice President

Title

FEDERAL REQUIREMENT: FR-24

TAX DELINQUENT AND FELONY CONVICTION

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

07/28/2022

Date

HDR Engineering, Inc.

Company Name



Thomas T. Kim

Signature

Senior Vice President

Title



350 S Grand Ave.
Suite 2900
Los Angeles, CA 90071
213.239.5800

hdrinc.com

We practice increased use of sustainable
materials and reduction of material use.

© 2022 HDR, Inc., all rights reserved.

