

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
PETROLEUM TELCOM, INC. DBA TELCOM, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and PETROLEUM TELCOM, INC. DBA TELCOM, INC., a California corporation, located at 411 N. Lombard St., Unit D, Oxnard, CA 93030 ("Consultant").

WHEREAS, City requires design and construction of a radio system for Port Police in order to comply with the Federal Communications Commission (FCC) regulations and the Spectrum Act, a provision in the Middle Tax Relief and Job Creation Act of 2012; and

WHEREAS, the Spectrum Act requires existing Port Police radio system frequencies to be vacated by February 21, 2021, which requires the Harbor Department to implement a new radio system with new frequencies; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in obtaining a radio system within the FCC mandated construction deadlines; and

WHEREAS, Consultant was selected from a competitive bid process; and

WHEREAS, Consultant possesses extensive experience in dealing with providing radio systems that will meet the construction deadlines set by the FCC and the Spectrum Act and that will comply with the technical standards set by the Port Police; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

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

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

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

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

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

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. One (1) year has lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds

during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

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

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be One Million One Hundred Eighty Eight Thousand Seven Hundred Twenty Four Dollars (\$1,188,724).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

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

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant

Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

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

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

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

VII. INDEPENDENT CONTRACTOR

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

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

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

IX. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

X. INSURANCE

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

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage

written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(2) Automobile Liability Insurance

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

(3) Workers' Compensation and Employer's Liability

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

B. Insurance Procured by Consultant on Behalf of City

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

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

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

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

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

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

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article X shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the

City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

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

(2) Carrier Requirements

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

(3) Notice of Cancellation

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

(4) Modification of Coverage

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

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(6) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

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

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

E. Accident Reports

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

XI. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

XII. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XIII. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be

incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

XIV. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

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

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

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

XV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

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

XVI. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVII. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVIII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

XIX. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material,

equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

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

XX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

XXI. NOTICES

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

XXII. TAXPAYER IDENTIFICATION NUMBER (TIN)

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

XXIII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

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

XXIV. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXV. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit G.

XXVI. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

XXVII. STATE TIDELANDS GRANTS

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

XXVIII. INTEGRATION

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

XXIX. SEVERABILITY

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

XXX. CONSTRUCTION OF AGREEMENT

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

XXXI. TITLES AND CAPTIONS

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

XXXII. MODIFICATION IN WRITING

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

XXXIII. WAIVER

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

XXXIV. EXHIBITS; ARTICLES

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

XXXV. COUNTERPARTS

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

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

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

PETROLEUM TELCOM, INC. DBA
TELCOM, INC.

Dated: 7/26/17

By _____
FRANK HINES, PRESIDENT
(Print/type name and title)

Attest MA
DAVE HINES, VICE-PRESIDENT
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

J - J, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
Minah Park, Deputy

2542000 HAB

Account #	59994	W.O. #	2542100
Ctr/Div #	1179	Job Fac. #	
Proj/Prog #	641		
Budget FY: Amount:			
	17/18	\$1,188,724	
	TOTAL	1,188,724	
For Acct/Budget Div. Use Only:			
Verified by:	<u>Joelmas</u>		
Verified Funds Available:	<u>Flower</u>		
Date Approved:	<u>8/3/17</u>		

PROJECT APPROACH AND WORK PLAN

As discussed in a previous section, Telcom has partnered with EF Johnson and other vendors to provide the highest performing and economical solution(s) to the proposed system design criteria. Telcom's proposal is 100% compliant with the intent of the specifications, as detailed below. This section has been sub-divided into multiple smaller sections, each describing a specific portion of the project as follows:

1. EF Johnson Repeater Equipment
2. Telewave RF Combining System
3. Antenna System
4. DC Power System
5. Pre-Fabricated Concrete Shelters
6. Self-Supporting Tower
7. Grounding Systems
8. System Coverage Predictions
9. Maintenance

1 - EF Johnson

Telcom has chosen EF Johnson as its partner for the repeater equipment. EF Johnson has a long history of reliable, high performance P25 base station and repeater equipment. The Atlas 4100 repeater equipment will be configured as stand-alone P25 Phase I conventional repeaters without simulcast or trunking. The system can be upgraded in the future to either configuration, if desired. The repeaters occupy only 2RU and, in conventional stand-alone mode, the repeaters do not require an external repeater controller (See Figure 1-1). As a result of this, a single rack can house all four repeaters, the 10-MHz high-accuracy reference generator, required DC-to-DC converters as well as the entire TX combiner and RX multicoupler system and still have additional space reserved for future controllers and other equipment required for expanded system configurations. A second rack is required to support the 48vdc rectifier and battery backup system. Preliminary rack-layouts have been included for reference as Figure 1-2.



Figure 1-1
Atlas 4100 Repeater Dimensions

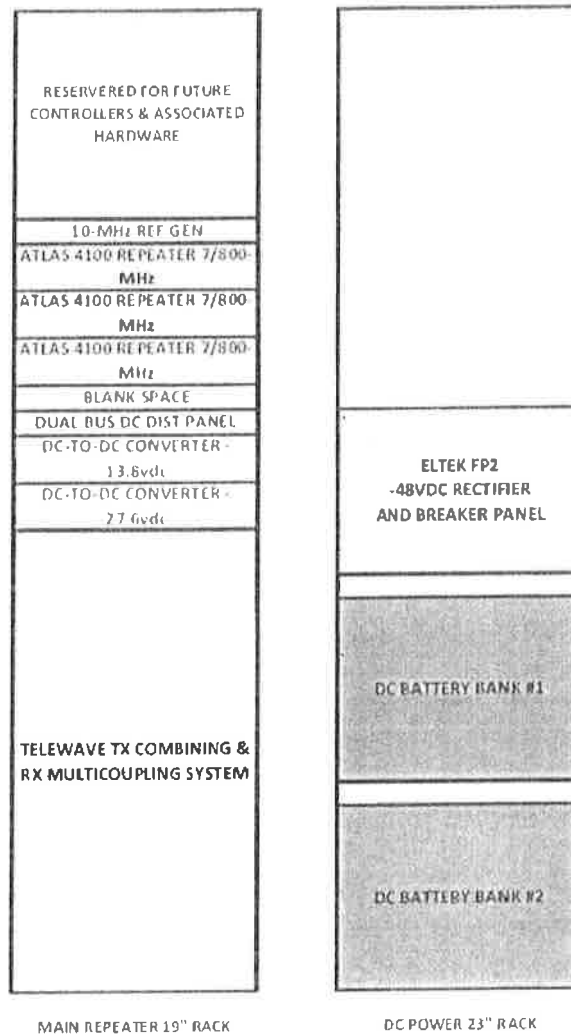


Figure 1-2
Preliminary Rack Layouts

The ATLAS 4000 Multimode series of base stations/repeaters offer flexible architecture with the capability to deploy the full gamut of P25 solutions, including conventional, trunked, simulcast, multicast, and hybrid systems. The base station/repeater line is designed to build out the ATLAS distributed architecture system solution in a cost-effective and scalable manner.

Designed and built to exceed industry standards and specifications, stations are available in a range of frequency bands including VHF, UHF, 700 MHz, and 800 MHz bands. EFJohnson stations offer market-leading analog and P25 mixed-mode capabilities in a robust, reliable, and compact form factor.

Firmware upgrades for the stations are available from Telcom during the 12-month warranty period free of charge. When a new version of software is available, Telcom can send the files to the Port of Los Angeles for installation by its own technicians. Periodic installation of these software upgrades has been included during the base warranty period and can be negotiated for an extended period, including remote installation of the software by EF Johnson via the purchase of options Software Care support packages.

Key features of the Atlas platform are:

- Built for continuous duty cycle operation with ruggedized modules, boards, and components.
- High efficiency power amplifier heatsink design maximizes heat dissipation and equipment longevity.
- Low current consumption in transmit and receive modes. Half the power consumption of other comparable devices reduces the energy cost of operating the repeater by more than \$4000 over the life of the repeater.
- Leverages a common hardware platform to support multiple operating modes, including analog/P25 conventional and P25 trunked operation.
- Modular architecture allows flexible expansion of sites and seamless scalability of the system.
- Compact 2RU form factor maximizes rack space usage.
- The front panel provides six light emitting diode (LED) indicators of the repeater status, and the rear panel provides access to all connectors.

In addition to the P25 repeaters and related infrastructure, Telcom has also included the provision of two laptop PC's to act as repeater programming stations. The repeaters are programmed via a web-interface and, as such, proprietary programming software is not required. These laptops have been configured, as follows:

Dell Inspiron 17 5000, Non-Touch:

- Intel 7th Gen Core i7-7500 Processor
- 8Gb DDR4 Memory
- 1Tb 5400 RPM HDD
- AMD Radeon R7 M445 Graphics Card
- 17.3" Anti-Glare Back-Lit LED Display
- DVD Drive (Read/Write)
- 802.11ac + Bluetooth 4.2, Dual Band 2.4&5 GHz, 1x1
- 42 WHr, 3-Cell Battery
- Windows 10, 64-Bit Operating System
- Microsoft Office Home and Business 2016

The provision and programming of two EF Johnson VP6000 P25 portable radios has also been included and, while the portable radios were not specifically required by the RFP specifications, provision of these radios will allow the Port of Los Angeles to complete its own testing and usage of the system without any additional outlay.

Telcom, partnered with EF Johnson, feel that the Atlas repeater stations are the most cost effective and highest-performing solution to the Port of Los Angeles proposed 7/800-MHz conventional P25 Phase I system. Once the system has been installed and commissioned, an EF Johnson technician will travel to the field to complete final optimization of the system.

A sample operational test plan which documents the specific tests that will be conducted has been attached as Appendix A to this section.

As a result of the short timeframe for the Port of Los Angeles to be "on-the-air" on the licensed frequencies, Telcom has included the costs associated with installing temporary mobile-radios with station identifiers at each of the three sites. These mobiles will be connected to temporary antennas and will periodically transmit the station ID on each frequency. As Telcom understands that this is a crucial requirement of the contract, installation and turn-up of these radios will be one of the first tasks to be completed after contract award.

2 – Telewave Combining System

Using the frequencies provided by the Port of Los Angeles, Telcom has worked with Telewave to custom-engineer a 4-port transmitter combiner and receiver multicoupler system with a duplexer. While a combining system was not specifically required at all sites, Telcom carefully weighed the costs versus the benefits and ultimately concluded that a combining system would have small net decrease in overall system cost. This is as a result of the decreased requirement for additional antennas and individual duplexers for each repeater at each site. The cost savings was only one small part of the decision to propose a combining system – the more relevant determining factor was the required tower space to support the system, which is reduced with a combining system, especially at the San Pedro Hill site. This site is a commercial site that will require a recurring fee associated with whatever tower space is occupied by the Port of Los Angeles. Decreasing the number of antennas required on the tower should have a net decrease in the recurring charges invoiced by American Tower.

In addition, since the combining system incorporates a duplexer, the required tower space is further reduced. The duplexer will add a negligible amount of loss to the system that is more than made up with slightly increased transmit power (While still operating well within the ERP limitations of the FCC license) and additional gain in the receiver multicoupler pre-amplifier. The benefits of the duplexer, however, far outweigh the negligible loss as the duplexer allows both the transmit and receive pathways to operate on the same antenna, further reducing tower loading and required tower space down to a single antenna at each site. Figure 2-1 shows the preliminary combining system design.

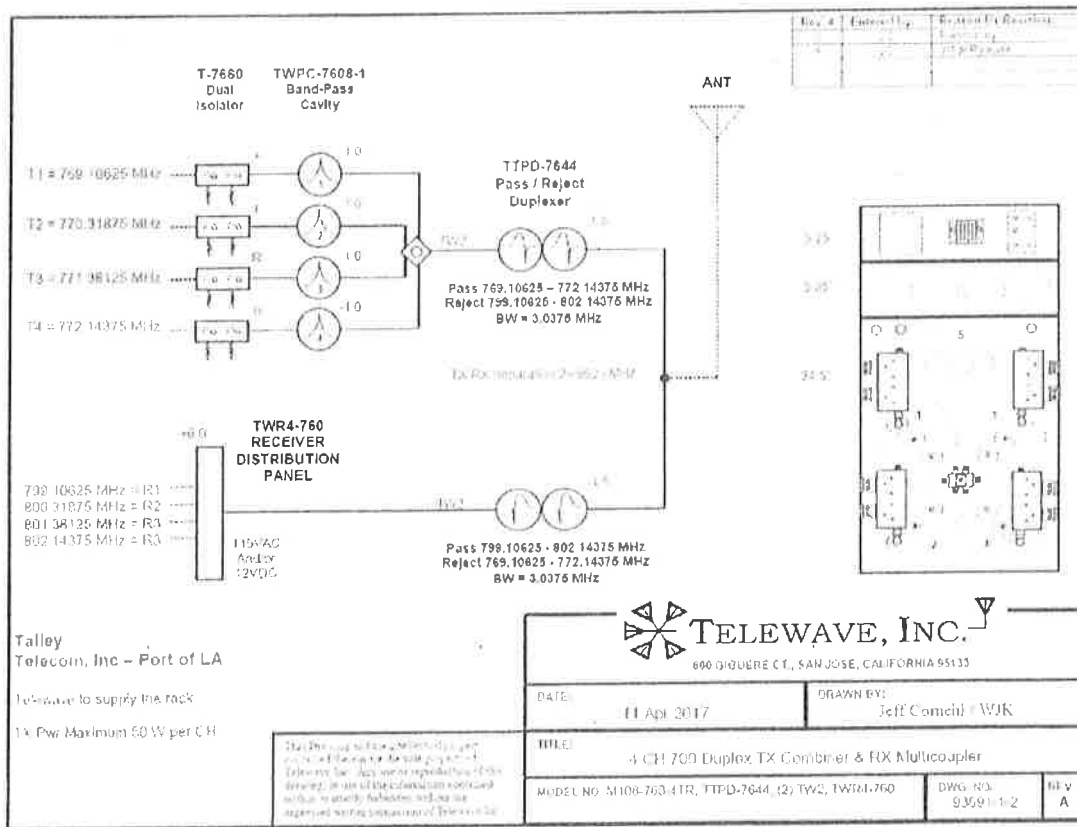


Figure 2-1
Preliminary TX Combiner and RX Multicoupler Design

3 – Antenna System

Careful consideration was given to the antenna systems proposed for the project. As the FCC has limited the TX power and ERP of the system to only 50-watts, and it has been assumed that the majority of the users subscriber radios will consist of portable radios carried on the hip, high-gain antennas were considered for all locations to increase the talk-in coverage of the system for each location.

Sinclair Technologies antennas has been selected to provide the antennas for the system.

For the Gaffey St and Water St locations, high-gain omni-directional antennas have been proposed to provide 360-degree coverage around each site. Due to the high-gain of the antennas, they have been specified with 3-degrees of electrical down-tilt to ensure the majority of the energy is directed slightly downward to the area of coverage.

For the San Pedro Hill location, a high-gain directional yagi antenna has been proposed. This antenna was chosen, and will be implemented with 15-degrees of mechanical down-tilt, to focus the RF energy from the hill-top downward towards the Port of Los Angeles.

Repeater transmit power was reduced to A) Meet the 50W ERP limitation and B) provide a system with balanced talk-in and talk-out coverage. A balanced system is important to ensure that a user is not in a situation where they can hear the repeaters transmit signal, but cannot return the call back to the repeater. In a situation such as this, it gives users the false sense of coverage and could result in a safety concern. Telcom is happy to state that, with the EF Johnson repeaters, Telewave combining systems and Sinclair antennas, the system is balanced to within 1dB between talk-in and talk-out coverage.

Low-loss RFS 7/8" coaxial hardline has been proposed as the feeder cable from the shelter up the tower to the antenna at all locations. This coaxial hardline will be supported at required intervals and a minimum of three ground kits will be installed on each run. In addition to the ground kits, a polyphaser lightning arrestor will be installed at each location to provide lightning protection. Double-shielded RG-142/U cable will be provided for the interconnection jumpers between the repeaters and the various components of the combining system.

4 – DC Power System

Telcom has chosen to propose Eltek Flat Pack 2 -48vdc rectifier systems for the project.

Power consumption for the project reflects a maximum current draw of 43.4-amps when all four repeaters are transmitting and an average current draw of 12.9-amps assuming a 25% transmit duty cycle.

Based upon these figures, a minimum DC output of 49.9-amps is required to support the system, including additional current required to recharge the station batteries in the event of a power failure. Telcom has proposed a system with three (3) 2000-watt power modules for a total of ~120-amps total output capacity. This also results in N+1 redundancy with the power modules as the system will still be 100% functional in the unlikely event of a power module failure. Station battery recharge time will also be greatly enhanced with all three power modules in place.

Using these same figures, power consumption calculations dictated a minimum battery size of 63-amphours to provide 4-hours of battery backup. Due to the available sizing of back-up batteries, the batteries would have been sized at 100AH, however, Telcom has increased the size of the battery bank by an additional 50% for an actual amp-hour rating of 155-amphours. These station batteries will, not only provide additional run-time for the proposed system, but should also provide the additional capacity to support a future expanded (Simulcast) system in the future and still provide the minimum 4-hour battery back-up requirement.

Petroleum Telecom, Inc. dba Telcom Communications 411 N. Lombard St, Unit D Oxnard, CA 93030 (805) 981-8008		SYSTEM 48VDC		Customer: Pacific Gas & Electric Project: Telcom Radio System Engineer: Dale King					
SITE NO		1		2		3			
SITE NAME		WATER ST		GAFFLY ST		SAN PABLO HILLS			
POWER CONSUMPTION (AMPS)		TOTAL		TOTAL		TOTAL			
COMMUNICATIONS EQUIPMENT		QTY	AMPS	QTY	AMPS	QTY	AMPS		
1E Johnson - Atlas 4100 Repeater System Assumes 75% IR, 75% Duty Cycle		1	12.9	1	12.9	1	12.9		
1F Johnson - Atlas 4100 Repeater System Assumes 25% IR, 25% Duty Cycle		1	43.4	1	43.4	1	43.4		
		0	0	0	0	0	0		
		0	0	0	0	0	0		
TOTAL SITE POWER CONSUMPTION (AVERAGE AMPS @ 75% TX)			12.9		12.9		12.9		
TOTAL SITE POWER CONSUMPTION (TOTAL AMPS WHEN TX)			43.4		43.4		43.4		
DESIRED RECHARGE TIME (HOURS)			24		24		24		
ACTUAL RECHARGE TIME (HOURS)			2.02		2.02		2.02		
DESIRED BATTERY RESERVE (HOURS)			4		4		4		
AMPERE-HOUR MULTIPLIER (FROM CHART)			4.7		4.7		4.7		
TEMPERATURE CORRECTION FACTOR (FROM CHART)			1.01		1.04		1.04		
SITE BATTERY PLANT SIZE (MINIMUM, AMPERE HOURS)			63		63		63		
SITE MINIMUM CHARGER SIZE (AMPS)			49.86		49.86		49.86		
SITE ACTUAL CHARGER SIZE			120A		120A		120A		
SITE ACTUAL BATTERY SIZE			155AH		155AH		155AH		

Hours Reserve (hr)	4	6	8	12	24
Amperes multiplier	4.7	6.4	8.0	12.0	18.3
Temperature (F/deg)	0	10	20	30	40
Correction Factor	1.0	1.05	1.09	1.13	1.17
Battery Size (Ah)	Station Load		Amp-Hour Multiplier		Correction Factor
Charger Size (A)	Battery Size		Recharge Time		Station Load

Figure 4-1
DC Power Consumption Calculations

5 – Pre-Fabricated Shelters

Telcom has proposed Sabre Industries Building Systems by Cellxion. Sabre is a well-known manufacturer in the communications industry of, not only pre-fabricated shelters, but also tower and other antenna structures. Sabre was selected for the Port of Los Angeles project specifically for this reason as they have the engineering and fabrication staff on-hand to engineer the support required to support the existing solar panels on the roof of the shelter for the Gaffey St location.

Based upon the answers provided for the Q&A session, Telcom has proposed a 12'x24' shelter for the Gaffey St location. This shelter will be able to be transported and placed at the proposed Gaffey St location whereas the originally requested 16'x24' shelter would have created numerous transportation issues as well as issues with interference with the proposed tower and existing solar panels. A 16'x24' shelter is still being proposed for the Water St location.

The shelters for both locations are based upon similar designs and include the same interior components, detailed below:

Building Size:

- ◆ Exterior: Gaffey St - 11'8"W x 24'0"L x 10'1"H, Water St – 16'0"W x 24'0"L x 10'-1"H
- ◆ Roof overhang: 3"
- ◆ Interior: Gaffey St - 10'7"W x 22'11"L x 9'0"H, Water St – 14'11"W x 22'11" L x 9'0"H

Design Loading:

- ◆ Floor Load: 250psf
- ◆ Roof Load: 100sf
- ◆ Ground Snow Load: 119psf
- ◆ Walls: 150 mph
- ◆ Seismic Zone: 4
- ◆ Seismic Design Category: E

Construction Type:

- ◆ Floor: 5 ¾" lightweight concrete, waffle-type construction
- ◆ Walls: 4" solid lightweight concrete; 2 – Hour Fire-rated Construction
- ◆ Roof: solid lightweight concrete, 4" at eaves and 5" at ridge, gable design
- ◆ Step-joint floor perimeter design
- ◆ 5000 psi lightweight concrete
- ◆ Reinforcing steel #4 & #6 bars; 60,000 psi (Grade 60 ASTM-615)
- ◆ Meets bullet resistance UL 752 levels 1, 2, 3 & 6 for 4" concrete
- ◆ Walls: washed exposed aggregate and sealed exterior finish
- ◆ Roof: troweled surface, sealed and liquid applied roofing membrane
- ◆ Walls: R-13
- ◆ Ceiling: R-15
- ◆ Added support in/on roof for attachment of customer supplied and installed solar panels

Interior Finish:

- ◆ Walls: white high density polyethylene (NRP) over 7/16" OSB
- ◆ Floor: 1/8" x 12" x 12" commercial vinyl tile with 4" high base cove
- ◆ Ceiling: white high density polyethylene (NRP) over 7/16" OSB

Entry:

- ◆ One (1) 3070 insulated, primed & painted, 18GA galvanized steel door and 16GA galvanized steel door frame with cylinder prep
- ◆ One (1) lockset, pushbutton, Simplex or equivalent (CX p/n 504500)
- ◆ One (1) lockset construction core, Best, MAG-LA or equivalent (CX p/n 504501)
- ◆ Two (2) keys, construction operation, Best, MAG-LA, or equivalent (CX p/n 504108)
- ◆ One (1) pull handle, cast, Kason, 382 or equivalent (CX p/n 504504)
- ◆ One (1) lockguard, 10", 32D or equivalent (CX p/n 504300)
- ◆ One (1) hydraulic door closer, Sargent, #1104 or equivalent (CX p/n 504100)
- ◆ One (1) set door weather-stripping
- ◆ One (1) set anti-friction bearing door hinges, non-removable pin
- ◆ One (1) door drip cap
- ◆ One (1) 6" door hold latch

Electrical:

- ◆ One (1) loadcenter, 40 space, 120/240v, 200 amp main breaker, 1 phase, NEMA 1, Square D, QO140M200 & cover or equivalent (CX p/n 430077, 430078)
- ◆ One (1) 2 ½" sleeved ac power entry
- ◆ Eight (8) duplex receptacles, 125v, 20 amp, NEMA 5-20R, Leviton, CR20V-BU or equivalent (CX p/n 430034) – wall mounted
- ◆ Ten (10) quad receptacles, 125v, 20 amp, NEMA 5-20R, Leviton, CR20V-BU or equivalent (CX p/n 430034) – ceiling mounted
- ◆ One (1) exterior GFCI receptacle, 125v, 20 amp, NEMA 5-20R, Cooper VGF20V or equivalent in weather proof box & cover
- ◆ Conduit, wiring, j-boxes, connectors, wireway, as required

Lighting:

- ◆ Gaffey St - Eight (8) interior **LED** light fixture, 23 watt, 2 bulb, 4 ft., wrap-around lens cover (CX p/n 470871)
- ◆ Water St - Nine (9) interior **LED** light fixture, 23 watt, 2 bulb, 4 ft., wrap-around lens cover (CX p/n 470871)
- ◆ One (1) exterior light fixture, 70watt HPS, Lumapro or equivalent (CX p/n 470005)
- ◆ One (1) emergency light fixture, LED w/exit sign (CX p/n 470056)
- ◆ One (1) interior light switch, 120v, 15 amp
- ◆ One (1) exterior light switch, 120v, 15 amp

HVAC:

- ◆ Two (2) wall mounted HVAC unit, 48,000 BTU, 5kw Heat Strip, 410A refrigerant, Marvair, AVPA48ACA-050N or equivalent (CX p/n 520278)
- ◆ One (1) lead lag controller, Marvair, Commstat 4 or equivalent (CX p/n 460138)
- ◆ HVAC supply and return grilles

Alarms:

- ◆ All alarm conductors pulled and wired to terminal block
- ◆ One (1) 4'x8'x ¼" Telco Board
- ◆ One (1) alarm block, Siemon, S66M1-50 or equivalent (CX p/n 430075 & (2) 430089)
- ◆ One (1) high temperature, Dayton, 1UHH2 or equivalent (CX p/n 460101)
- ◆ One (1) low temperature, Dayton, 1UHH2 or equivalent (CX p/n 460101)
- ◆ One (1) door intrusion alarm
- ◆ AC power fail

Cable Entry & Cable Ladder:

- ◆ One (1) 12-hole, 4" diameter Microflex waveguide entry, 3x4 configuration (CX p/n 530000)
- ◆ One (1) 4" diameter PVC conduit entry with exterior caps for sealing – no cap on interior
- ◆ Gaffey St - Seventy (70) linear feet of 12" wide x 1 1/2" tubular cable tray with appropriate mounting hardware (CX p/n 510000)
- ◆ Water St - Eighty (80) linear feet of 12" wide x 1 1/2" tubular cable tray with appropriate mounting hardware (CX p/n 510000)

Grounding:

- ◆ #2 bare stranded copper wire halo connected to interior master ground bar (single point R56 with 6" gap minimum)
- ◆ Two (2) 1/4" x 2" x 24" copper ground bar at waveguide entry location, one interior and one exterior
- ◆ All metallic components to be grounded to halo with #6 green insulated stranded copper wire (i.e., electrical distribution box, door frame, equipment racks, cable ladder, etc)
- ◆ Door to be grounded to door frame with #2 braided cable
- ◆ Two (2) schedule 40 PVC sleeves 1", installed at 45 degrees through wall for ground exits

Fire Suppression System (priced separately):

- ◆ Provide and install (1) fire suppression system
- ◆ Gaffey St - Components include: (1) 100# cylinder with FE-25 agent included, (1) lot piping and fittings, (2) photoelectric smoke detectors, (2) 6" detector bases, (1) Control panel SHP Pro, (1) manual releasing pull, (1) horn/strobe, (1) abort switch with countdown timer, (1) low pressure switch, (1) engineered FE-250 nozzle 2" 180 degree, (1) weather proof strobe, (1) caution sign, (2) 7AH batteries, (1) weather proof backbox 4x4 red, (1) CRM4 relay module, (1) 6" alarm bell, (1) discharge pressure switch
- ◆ Water St - Components include: (1) 215# cylinder with FE-25 agent included, (1) lot piping and fittings, (3) photoelectric smoke detectors, (4) 6" detector bases, (1) Control panel SHP Pro, (1) manual releasing pull, (1) horn/strobe, (1) abort switch with countdown timer, (1) low pressure switch, (1) engineered FE-250 nozzle 2" 180 degree, (1) weather proof strobe, (1) caution sign, (2) 7AH batteries, (1) weather proof backbox 4x4 red, (1) CRM4 relay module, (1) 6" alarm bell, (1) discharge pressure switch

Miscellaneous:

- ◆ Three (3) set of PE sealed drawings
- ◆ One (1) wall pocket tray for files (CX p/n 480000)
- ◆ One (1) fire extinguisher, 10lb CO2 (CX p/n 390001)
- ◆ Shelter operations and maintenance manual
- ◆ Building will meet all Federal, State and Local Codes

In addition to the standard building components from Sabre/Cellxion as noted above, Telcom will also be adding the following to each shelter:

1. One (1) 200-amp meter to the exterior of the shelter near the electrical input so that each locations electrical usage can be documented by the Port of Los Angeles
2. Two (2) 240vac twist-lock electrical connections to the ceiling above the DC power rack to provide a dedicated power circuit to the proposed equipment
3. 200-amp electrical service from the existing panels at both Gaffey St and Water St
4. At the Water St location, a new section of ice-bridge / tray will be provided to connect to the existing ice-bridge / tray at the site to provide a cable pathway, not

only from the new shelter to the existing tower, but also to provide a pathway for the new shelter to connect to the existing equipment inside the existing building, if desired

5. At the Marine Exchange location, a new conduit will be installed from the new shelter, underground to the existing Marine Exchange building and route through the drop-ceiling into the existing Port of Los Angeles equipment room to provide a means for connecting the existing equipment to the new shelter, if desired.

6 – Self Supporting Tower

As with the pre-fabricated shelters, Telcom has also selected Sabre Industries as the supplier for the 100' 3-legged self-supporting tower for the Gaffey St location. As future loading is not available, Telcom made assumptions with regards to the antenna loading. The main assumption was that this tower would eventually include additional land-mobile radios at the top of the tower and that this site would be included as part of a future broadband microwave radio network. As such, Telcom has designed the tower to support the following antenna loads:

- Four (4) omni-directional whip antennas on a 10' cross-arm at the 100' elevation
- Two 48" high-performance microwave antennas at the 80' elevation
- Additional 50% antenna loading over and above what is listed above for unknown "future" antennas

The tower has been designed as a Class III structure (Essential communications), Exposure D with a Topographic category of 3 and has been designed using the most recent ANSI/TIA-222-G design standard. Tower design profile is included as Figure 6-1.

Based upon the above-referenced loading and design criteria, a tower was designed to fit into the small space inside the Marine Exchange property between the existing chain-link fence and the new shelter. The resulting tower design indicated a tower that was 98% loaded once all above antenna loading was placed on the tower. In an attempt to maximum the potential capacity of the tower while maintaining a footprint that would fit within the space provided, the legs on the base section of the tower were increased as large as possible which resulted in a total tower loading of 90%.

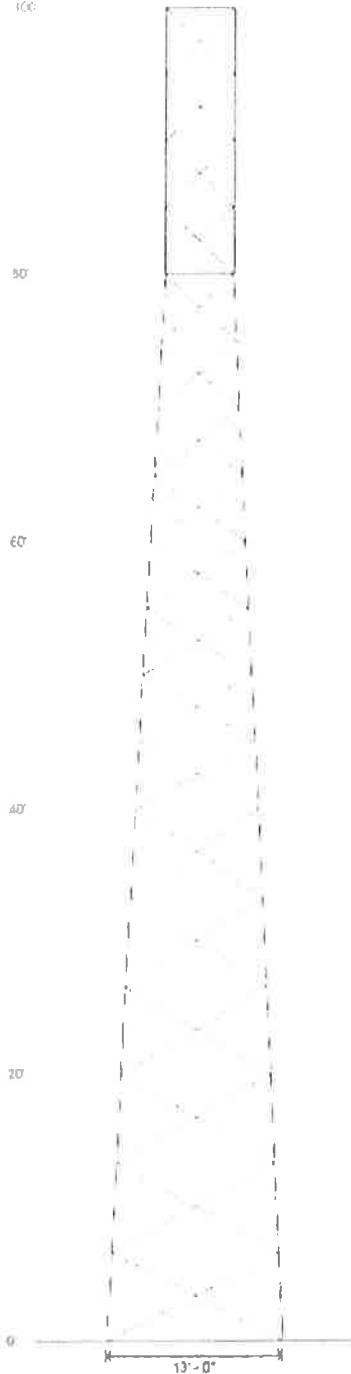
In addition to the antenna loading listed above, the tower also includes the following standard appurtenances and accessories:

- Outside climbing ladder
 - o 16" wide with required 7" stand-offs
 - o Includes Safety climb cable and cable supports
- Waveguide and coax support ladder
- Lightning Rod
- Ground tabs on each leg
- 2'x10' ice-bridge between tower and shelter
- PE certified tower profile and foundation drawings
- Final erection drawings
- FAA A0 Red LED Double-Obstruction Light-Kit and FAA Red/White Paint
 - o Preliminary research has indicated this tower may be in a location that will require FAA painting and lighting. If it is determined that this is not required, it can be removed.

As a result of the relatively small area of land proposed for use to support the tower and pre-fabricated shelter, Telcom has asked Sabre to design a foundation that narrow but deep. This has resulted in drilled-pier caissons that are small diameter (2'6" diameter) but very deep (36' deep) and should easily fit within the space proposed. Completion of a soils study at this location will determine if the proposed foundation design is feasible.

Once a contract is awarded, Telcom will immediately file the required 7460-1 with the FAA to determine what, if any, painting and lighting requirements they have for the tower.

Labels	5 500 00 X 3 75	4 000 00 X 3 18	3 500 00 X 2 75	2 000 00 X 1 50
Changings				
Annotations				
Revised Epochs				
Top File as Attach	11	9	5	3
Serial Number(s)	± 8 8 8 8 8 7	17 25	10 31	12 25 5
Section Weight	22.8	17.25	10.31	7.05



Designed Appurtenance Loading

Elev	Description	Tx-Line
105	(1) Extendible Lightning Rod	
104.5	(4) 9 x 3/4 Whip	
100	3.4 sq. ft. EPA	
100	17-Boom R ₁ - 10ft Face - 3ft Gransoff	
100		(4) 2.8"
80	(2) Leg Dish Mount	
80	(2) 4 H.P. Dish	(2) EW95

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	26.99	Shear (kips)	15.53
Axial (kips)	9.69	Compression (kips)	131
Moment (k-ft)	1437	Uplift (kips)	117
Torsion (k-ft)	-22.43		

Material List

Display	Value
A	12 X 2 X 1/8

Notes

- 1) All legs are A500 (50 ksi Min. Yield)
- 2) All braces are A570 (Grade 50)
- 3) All brace bolts are A325-X
- 4) The tower model is 33TL Series 40-1
- 5) Transmission lines are to be attached to standard 6 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north)
- 7) Foundation loads shown are maximums
- 8) 1/2" dia. F1554 grade 106 anchor bolts per leg. Minimum 35" embedment from top of concrete to top of nut
- 9) All unequal angles are oriented with the short leg vertical
- 10) Weights shown are estimates. Final weights may vary
- 11) This tower was designed for a basic wind speed of 21 mph with 0% of incidence, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category D, Topographic Category 2 with a Crest Height of 300'
- 12) The foundation loads shown are factored loads
- 13) The tower design meets the requirements for an Ultimate Wind Speed of 110 mph (Risk Category III) in accordance with the 2013 California Building Code.
- 14) This structure has been designed with a 50% increase in antenna and line loading

<p>Sabre Industries Sabre Communications Corporation 7101 Southridge Drive P.O. Box 698 Norfolk, VA 23502-0698 Phone: 757-251-8888 Fax: 757-251-8888</p>	Issue: 11-4721-RS-03 Customer: DE-MICROUM TELECOM INC Site Name: Port of Los Angeles CA Description: 100 CST Date: 11-14-2011	
	Sabre Industries reserves the right to modify this preliminary design without notice. It is not intended to be used as part of any building or construction without the prior written consent of Sabre Communications Corporation.	By: [Signature] Page: 1

Figure 6-1
Preliminary Tower Design Profile

7 – Grounding Systems

As requested, Telcom has proposed Motorola R56 compliant grounding systems for both the new site developments and Gaffey St and Water St as well as the equipment and antenna systems installation at San Pedro Hill. Telcom field staff are certified by Erico in the CadWeld exothermic grounding system and all connections, where applicable, will be completed using CadWeld.

At the Gaffey St location, this includes:

- Individual buried ground-rings around the new shelter and tower
 - o Includes 5/8"x10' ground rods at no less than 10' intervals around both rings
 - o Includes risers from ring to each tower leg
 - o Includes risers from ring through provided PVC in shelter wall to connect to halo in shelter
 - o Includes risers from ring to exterior ground bus bars
 - o Includes riser from ring to proposed ice-bridge
 - o Includes risers from ring to connect to existing fence post and fabric around Marine Exchange property at location nearest proposed tower location
 - o Includes a minimum of two connections between the two rings
- A minimum of three coaxial cable ground kits and one lightning arrester on the proposed coaxial cabling
- All interior equipment will be grounding to a common ground within its respective cabinet
- Each common ground point will be bonded to the interior halo

At the Water St location, this includes:

- Buried ground-ring around the new shelter
 - o Includes 5/8"x10' ground rods at no less than 10' intervals around both rings
 - o Includes a minimum of risers from ring to existing tower ground
 - o Includes risers from ring through provided PVC in shelter wall to connect to halo in shelter
 - o Includes risers from ring to exterior ground bus bars
- A minimum of three coaxial cable ground kits and one lightning arrester on the proposed coaxial cabling
- All interior equipment will be grounding to a common ground within its respective cabinet
- Each cabinet common ground point will be bonded to the interior halo

At the San Pedro Hill location, this includes:

- A minimum of three coaxial cable ground kits and one lightning arrester on the proposed coaxial cabling
- All interior equipment will be grounding to a common ground within its respective cabinet
- Each cabinet common ground point will be bonded to the existing main ground bus within the existing shelter

8 - COVERAGE PREDICTION MAPS

Attached to this section, as Appendix B, are computer-generated coverage prediction maps for each of the three sites (Gaffey St, Water St and San Pedro Hill). Coverages depicted are shown for individual conventional repeater operation and show repeater talk-in and talk-out performance as predicted by signal strength only. These predictions do not illustrate coverage (particularly in-building coverage) that can be expected in a future simulcast system.

Portable radio on-street coverage predictions are produced using EDX SignalPro software as supplied by EDX Wireless. Basic studies use the Anderson 2D propagation model and the following variables:

- USGS terrain and land use (clutter) databases
- Repeater and subscriber radio receiver sensitivity required for delivered audio quality (DAQ) of 3.4
- Repeater transmit effective radiated power (ERP) as required to provide talk-in/talk-out balance, less than licensed 50 Watts ERP. See table below for ERP used at each site
- Subscriber radio transmitter power of 2.5 watts
- Subscriber radio carried at hip with a ¼-wave antenna and body loss of 9 dB included

Repeater site talk-out and talk-in coverage predictions use the assumptions and ERP value shown on the following table:

<i>Center of Radiation</i>							
Site	Address	Antenna - Gain/dB	Antenna Height	T/E Feeding	Antenna DownTilt	Tx Power	ERP
Water Street	300 S. Water St	11.5 dB Omni 3 deg DT SC412-HF2LDF(D03)	100 Ft	140 Ft	3 deg	8 W	39.38 W
Gaffey Street	Gaffey Street Marine Exchange	11.5 dB Omni 3 deg DT SC412-HF2LDF(D03)	100 Ft	140 Ft	3 deg	8 W	39.38 W
San Pedro Hill	3690 East Crest Rd	10.5 dB Yagi SY407-5F25NM(ABK)	60 Ft	100 Ft	15 Deg	7.25 W	31.45 W

ERP value was determined during coverage studies as that radiated power necessary to balance the talk-out and talk-in performance of each site system. All sites are balanced within 1 dB. ERP can be increased, if desired, to support higher transmit power associated with vehicular radio usage, however, this design assumes the majority of radio subscribers will be portable radios carried on the hip of the user. High gain antennas combined with mechanical and electrical down-tilt have been proposed to help talk-in coverage associated with low transmit power portable radios.

Green color indicates P25 Phase 1 digital signal coverage at delivered Audio Quality (DAQ) of 3.4, defined as speech understandable with repetition only rarely required, and with some noise and/or distortion. This is the standard requirement for coverage in Public Safety communication systems.

In addition to the coverage maps reflecting the recommended balanced system provided as part of this proposal, after award of contract, EF Johnson will generate additional coverage maps showing FCC licensing 22dB interference contours requested by the Port of Los Angeles for the three sites.

9 – SYSTEM MAINTENANCE

Maintenance of the system during the 12-month warranty period will be conducted by Telcom. During this period, if an equipment failure is found, Telcom will schedule a service call with the Port of Los Angeles to troubleshoot the failure. If the problem is deemed to be related to equipment failure that is not due to outside factors Telcom will remove the failed component from service and ship it to the respective manufacturers repair depot at no cost to the Port of Los Angeles. If the Port of Los Angeles purchases spare components, the spare component will be rotated into service to restore network connectivity. If spare components are not purchased, Telcom will make a best effort to restore service using its own spares cache to be used while the Port of Los Angeles components is being repaired, although availability is on a first-come first-served basis.

Optional pricing for spare components and to extend the 12-month warranty up to a total of 5-years has been included as optional pricing in the "Cost" portion of this proposal.

PROJECT MANAGEMENT AND ENGINEERING

Project Manager

The Port of Los Angeles Interim Radio System project will be managed in the field, by Mr. Frank Hines of Telcom, Inc. Frank Hines will act as Telcom's Project Manager and will have direct interaction with all field staff, including managing subconsultants in the field.

In support of the role as Project Manager, Frank Hines will conduct the services requested as follows:

1. Attend, at a minimum, monthly project status report meetings
 - a. Additional project meetings may be required on an as-needed basis to ensure the Port of Los Angeles is fully aware of the status of the project.
2. Provide system design and final design review
 - a. While there will be several individuals involved in the system design, Frank will provide the final design review and ultimately provide the final design review to field staff for implementation, once approved by the Port of Los Angeles.
3. Implementation planning, scheduling and coordination
 - a. Frank will have direct communication with all field support staff and subconsultants and will ensure that all staff are scheduled efficiently and without overlapping work that may create delays in the field.
4. Management of all system integration activities
 - a. As noted above, Frank will have direct communication with all field support staff and will also be on-site for and be a part of all integration activities, including those that take place in the field as well as in-house integration prior to factory acceptance.
5. Installation
 - a. As noted above, Frank will have direct communication with all field support staff and will also be on-site for and be a part of all installation activities. This includes work completed, not only by Telcom field staff, but also all subconsultants.
6. Acceptance Testing
 - a. Frank is certified and trained on all test equipment utilized to conduct and document the acceptance testing and, as such, will be on-site for all such activities and will provide final sign-off on the testing documentation.
7. Maintenance Support
 - a. Maintenance support will be completed on an as-needed basis with the Port of Los Angeles. Frank will be the first-line support for any maintenance issues which may arise and will contact and work with any required third-party support and will follow the issue through to completion to ensure any issues are resolved quickly and efficiently.
8. Subcontractor Management
 - a. As noted above, Frank will have direct contact with all subconsultants and subcontractors and provide 24/7 contacts to LAPP. This includes scheduling and on-site management as required to ensure their portion of the project is completed without issue and within the scheduled timeframe.

Project Engineer

Dale Hines will act as the Project Engineer for the Port of Los Angeles Interim Radio System project. Dale will primarily be at Telcom's headquarters in Oxnard, CA and will be the Port of Los Angeles primary contact for the project. In support of the Project Engineer role, Dale will provide the following requested services:

1. Project Implementation Review
 - a. Dale will work closely with Frank Hines to ensure that the project schedule is as efficient as possible. Once the schedule has been determined and approved by the Port of Los Angeles, Dale will work in tandem with Frank Hines to ensure that all field staff and subconsultants work in a timely manner. Dale will also work with all manufacturers and other vendors to ensure the equipment required to implement the project can and will be delivered within the required timeframe to complete the project.
2. Frequency Analysis to Determine Potential Interference
 - a. While Telcom understands that the frequencies for the project have been coordinated by an FCC-certified coordinator and the FCC has already issued the license for these frequencies, Dale will make every effort to ensure that the frequencies do not cause undue interference with any neighboring systems. In addition, if outside interference into the Port of Los Angeles system is noted during the project, Telcom will take the necessary steps to locate the source of the interference and resolve with the third party.
3. Implementation Support
 - a. Throughout the project, Dale will continuously work with manufacturers, vendors and subconsultants to ensure that all work can proceed in a timely manner and, should any issues arise, they are resolved in a timely manner such that a delay to the project does not occur. Any field implementation issues that arrive will be reported by Frank Hines to Dale so that they can be resolved while field operations continue to move forward.
4. Final System Documentation
 - a. Based upon information received from the field, Dale will generate all final acceptance testing documentation, as-built documentation and equipment manuals. In addition, submittal data will also be compiled and generated by Dale on an as-needed basis throughout the course of the project.
5. Resolution of Technical Problems
 - a. Dale will work directly with both Frank Hines and EF Johnson technical staff to ensure that any technical issues, however small, are resolved expeditiously. Dale will also be working with EF Johnson engineers on a regular basis to ensure that the system has been designed and will be implemented to the Port of Los Angeles' satisfaction and expectations.
6. Timeline with Milestones
 - a. Dale will create and maintain a project schedule (timeline) that will delineate major project milestones. This timeline will be updated throughout the duration of the project and will reflect the progress of the project showing completion of these milestones.

In addition to the above, Dale will attend weekly progress meetings, if necessary, to keep all Port of Los Angeles project staff apprised of current project status, planned activities and any open action items. All project correspondence, meeting minutes and other important documents will be maintained in a chronologically organized project binder throughout the course of the project. The documents contained within this project binder will be created in duplicate on a weekly basis to ensure the Port of Los Angeles maintains an updated project binder at their headquarters in addition to the binder maintained by Telcom.

EXHIBIT B

PORT OF LOS ANGELES - INTERIM RADIO SYSTEM - COST BREAKDOWN

ITEMS TO BE AWARDED						COST SUMMARY		
ITEM	DESCRIPTION	PRICE EACH	TOTAL QTY	EXTENDED PRICE	WATER	GAFFEY	SAN PEDRO	
EF JOHNSON EQUIPMENT								
1.00	EF Johnson Atlas 4100 Repeater Stations (Unit= Site Kit)	\$ 53,276.40	3	\$ 159,829.20	1	1	1	
1.01	EF Johnson Third Party System Equipment (Reference Oscillator, DC-to-DC Converters) (Unit=Site)	\$ 4,320.18	3	\$ 12,960.55	1	1	1	
1.02	EF Johnson Manuals	\$ 1,807.23	1	\$ 1,807.23		1		
1.03	EF Johnson VP8000 7600-MHz Portable Radio Standard Package, P25	\$ 2,082.61	2	\$ 4,165.02		2		
1.04	Dell Inspiron 17 5000 Laptop, Includes: Intel 7th Generation Core i7-7500U Processor 8Gb DDR4 Memory 1TB 5400rpm HDD AMD Radeon R7 M445 Graphics Card 17.3" Anti-Glare Back-Lit LED Display DVD Drive (Read/Write) 802.11ac + Bluetooth 4.2, Dual Band 2.4/5 GHz, 1x1 Windows 10, 64-Bit Operating System 42 Whr, 3-Cell Battery	\$ 960.09	2	\$ 1,960.18		2		
1.04	Microsoft Office Home and Business 2016	\$ 277.10	2	\$ 554.19		2		
1.05	Miscellaneous (Zip Ties, Tape, Etc)	\$ 177.11	3	\$ 531.33	1	1	1	
DC POWER SYSTEMS								
2.00	Etek (269376) FP2 System Reel-Wire 202A Max	\$ 4,198.80	3	\$ 12,596.39	1	1	1	
2.01	Etek (241116-105) FP2 4KV, 2000W HE Reel-Wire Module	\$ 443.37	3	\$ 1,330.10	3	3	3	
2.02	Etek (236408) Blind Panel FP2 HE Black G1	\$ 24.56	12	\$ 294.64	4	4	4	
2.03	Etek Breakers	\$ 35.67	12	\$ 428.04	4	4	4	
2.04	45U x 185AH Battery String (4 x 12v Batteries)	\$ 3,554.22	3	\$ 10,662.65	1	1	1	
2.05	Chatsworth (377875) 19" Seismic 2-Post Rack, Tapped Rails, Black	\$ 1,167.69	3	\$ 3,503.07	1	1	1	
2.06	Chatsworth (447275) 23" Seismic 2-Post Rack, Tapped Rails, black	\$ 1,393.73	3	\$ 4,181.20	1	1	1	
2.07	Material to add Earthquake Supports to Top of Rack	\$ 240.00	3	\$ 720.00	1	1	1	
2.08	Material for 240v Twist-Lock Outlets Above Power Rack	\$ 301.20	3	\$ 903.60	1	1	1	
ANTENNA SYSTEMS								
3.00	General (255413) HF (LCF+DCO) 746-REC, 11.5dB Gain Antenna	\$ 6,202.36	2	\$ 12,404.72	1	1		
3.01	General (51407-S) 75NM-ARK 746-RC9, 40dB Gain Antenna	\$ 296.60	1	\$ 296.60			1	
3.02	RFS (LCF78-50J) 7/8" Coaxial Cable	\$ 3.16	375	\$ 1,184.71	125	125	125	
3.03	RFS 7/8" Type-N Male Connector	\$ 28.67	3	\$ 86.01	1	1	1	
3.04	RFS 7/8" DIN-Male Connector	\$ 25.21	3	\$ 75.63	1	1	1	
3.05	Standard Ground Kit	\$ 22.89	9	\$ 206.02	3	3	3	
3.06	Snap-In Hanger Kit (10-Pack)	\$ 36.12	5	\$ 180.60		5		
3.07	Butterfly Hanger Kit (10-Pack)	\$ 30.12	10	\$ 301.20	5		5	
3.08	Bearing Clamp (10-Pack)	\$ 42.17	10	\$ 421.69	5		5	
3.09	Adjustable Girth	\$ 24.10	3	\$ 72.30	1	1	1	
3.10	Polyluxxer	\$ 90.36	3	\$ 271.08	1	1	1	
3.11	4" Entry Port Box	\$ 30.12	3	\$ 90.36	1	1	1	
3.12	Miscellaneous (Zip Ties, Tape, Etc)	\$ 177.11	3	\$ 531.33	1	1	1	
COMBINING SYSTEMS								
4.00	Telewave Custom-Designed 4-Port 700MHz-400MHz Tx Combiner & Rx Multicoupler Includes Duplexer for Single-Antenna Operation	\$ 12,107.11	3	\$ 36,321.33	1	1	1	
4.01	RG-142M Double-Shielded Coaxial Cable	\$ 2.85	360	\$ 954.22	120	120	120	
4.02	RG-142M Type-N Male Connector	\$ 4.84	45	\$ 227.85	16	16	16	
4.03	RFS (GCR12-50J) 1/2" Superflex	\$ 2.31	120	\$ 277.50	40	40	40	
4.04	RFS 1/2" Superflex Right Angle Type-N Male	\$ 42.45	6	\$ 254.67	2	2	2	
4.05	Miscellaneous (Zip Ties, Tape, Etc)	\$ 177.11	3	\$ 531.33	1	1	1	
TOWER & ACCESSORIES								
5.00	Sabre 100' Tower - Includes: 100' Tower Steel Anchor Bolts & Cluster Templates Outside Climbing Ladder Waveguide Ladder Safety Camb (No Harness) 10' Ice-Bridge Lightning Rod w/ Extension PE Certified Drawings & Calculations Tower Legs Increased To Support Additional Future Loading	\$ 17,989.18	1	\$ 17,989.18		1		
6.01	3' Sidearm	\$ 336.55	3	\$ 1,009.65	1	1	1	
7.01	TWR (A6) FAA LED Light Kit - Double Construction	\$ 2,626.30	1	\$ 2,626.30	1			
8.01	Factory-Appplied FAA Paint	\$ 6,459.86	1	\$ 6,459.86	1			
5.02	Full-Size Anchor Bolt Template	\$ 602.41	1	\$ 602.41	1			
5.03	8-W (12-A457-0012-24) Ice-Bridge	\$ 266.75	1	\$ 266.75	1			
5.04	16" Direct-Burial Ice-Bridge Post	\$ 222.00	1	\$ 222.00	1			
5.05	24" Carbonizer Arm	\$ 47.77	1	\$ 47.77	1			
SHELTER & ACCESSORIES								
6.00	Celspan 12'x24'x10' PreFab Concrete Shelter	\$ 75,226.92	1	\$ 75,226.92		1		
6.01	12'x24' Fire Suppression System	\$ 21,675.00	1	\$ 21,675.00		1		
6.02	Celspan 16'x24'x10' PreFab Concrete Shelter	\$ 69,331.33	1	\$ 69,331.33	1			
6.03	16'x24' Fire Suppression System	\$ 28,969.88	1	\$ 28,969.88	1			
ELECTRICAL MATERIALS								
7.00	400 Amp Disconnect	\$ 799.62	2	\$ 1,599.24	1	1		
7.01	400 Amp Breaker Panel w/ Two 200A/240V Breakers	\$ 1,048.47	2	\$ 2,096.94	1	1		
7.02	200 Amp Meter Enclosure w/ Meter	\$ 187.84	2	\$ 375.68	1	1		
7.03	200 Amp 120/240 Watt-Hour Meter	\$ 180.72	2	\$ 361.44	1	1		
7.04	80 THHN Wire	\$ 2.81	750	\$ 2,107.50	300	450		
7.05	500MCM THHN Wire	\$ 7.69	100	\$ 769.00	50	50		
7.06	1/0 Wire	\$ 1.45	200	\$ 290.00	50	150		
7.07	Rest Rental	\$ 75.10	5	\$ 375.48				
7.08	Conduit & Misc	\$ 1,204.82	1	\$ 1,204.82	1	1	1	

GROUNDING MATERIALS							
8.00	Soils 10' Ground Rod	\$ 25.57	16	\$ 460.19	6	12	
8.01	Galvanized Rod Test Well	\$ 59.17	18	\$ 1,065.04	6	12	
8.02	#20 Bare Ground Work	\$ 2.75	2	\$ 5.49	1	2	
8.03	Galvanized Weld Metal	\$ 120.48	9	\$ 1,084.34	1	5	
8.04	Bus Bar	\$ 80.36	1	\$ 271.08	1	1	
8.05	Miscellaneous Liquids, etc.	\$ 321.20	2	\$ 602.41	1	1	
RENTAL & SUBCONTRACTED							
Shelter Crane							
9.00	40 Crane (25'x42' Cradle - Shelter Placement)	\$ 44,621.76	1	\$ 44,621.76	0.5	0.5	
9.01	Architectural - Gaffey St Foundations & Trenching	\$ 105,058.60	1	\$ 105,058.60		1	
9.02	Architectural - Water St Foundations & Trenching	\$ 37,356.00	1	\$ 37,356.00	1		
9.03	40 Crane - 100TON Crane - Tower Erection	\$ 8,131.04	1	\$ 8,131.04		1	
9.04	Abate - Reach Lift & Compaider Rental	\$ 5,646.88	1	\$ 5,646.88		1	
9.05	Engineering Services	\$ 31,880.00	1	\$ 31,880.00		1	
9.06	Permit Fees - Water Striking Permit & Electrical Permits	\$ 6,028.80	1	\$ 6,028.80	1		
9.07	Additional Insurance	\$ 1,800.00	1	\$ 1,800.00		1	
9.08	Soils Study - Water St	\$ 5,040.00	1	\$ 5,040.00	1		
9.09	Soils Study - Gaffey St	\$ 8,040.00	1	\$ 8,040.00		1	
9.10	Geotechnical Field Services (Soils & Excavation)	\$ 1,036.60	5	\$ 5,184.00	1	4	
9.11	Marine Exchange Electrical	\$ 12,024.00	1	\$ 12,024.00		1	
9.12	Basic Environmental Assessment	\$ 48,000.00	1	\$ 48,000.00		1	
9.13	Geotech Inspector - Retain Inspection	\$ 384.00	5	\$ 1,920.00	1	4	
9.14	Geotech Inspector - Concrete Samples (Per Sample w/ Breaks)	\$ 594.00	6	\$ 2,970.00	1	4	
SERVICES							
Project Management							
10.00	Pre-Construction Meeting	\$ 600.00	2	\$ 1,200.00		2	
10.01	Site Study For Final Site Layout	\$ 600.00	4	\$ 2,720.00		4	
10.02	Site Approval Meetings (Marine, Amey, et Tower, ETC)	\$ 600.00	5	\$ 3,400.00	2	2	1
10.03	Storm Plans	\$ 800.00	7	\$ 4,760.00		7	
10.04	Project Management & Project Engineering	\$ 600.00	20	\$ 13,600.00		20	
10.05	EE, PE, Project Survey & Project Management	\$ 42,817.50	14	\$ 60,944.50		14	
Shelter Installation							
10.06	Offshore & Place Shelter	\$ 600.00	8	\$ 5,440.00	4	4	
10.07	Solar Systems	\$ 600.00	6	\$ 4,080.00		6	
10.08	Electrical	\$ 600.00	14	\$ 23,120.00	14	17	3
10.09	Cranes/Rigs	\$ 600.00	18	\$ 12,240.00	9	9	
Tower Installation							
10.10	Offload & Inventory Tower Materials	\$ 600.00	3	\$ 2,640.00		3	
10.11	Assemble Base, Bottom and Access Ribs	\$ 600.00	3	\$ 2,640.00		3	
10.12	Assemble Balance of Tower	\$ 600.00	6	\$ 4,080.00		6	
10.13	Install Attornances	\$ 600.00	3	\$ 2,040.00		3	
10.14	Paint & Tighten	\$ 600.00	3	\$ 2,040.00		3	
10.15	Finish Road Footings	\$ 600.00	3	\$ 2,040.00		3	
Communications Systems							
10.16	Assemble & Hang Antenna Masts & Antenna	\$ 600.00	5	\$ 6,120.00	3	3	3
10.17	Hang Terminals & Ground Control Cable	\$ 600.00	6	\$ 4,080.00	3	3	3
10.18	Install 60' Power Systems	\$ 600.00	9	\$ 6,120.00	3	3	3
10.19	Install Controller & Reporter Boxes	\$ 600.00	8	\$ 6,120.00	3	3	3
10.20	Wire & Cable Controller & Meters	\$ 1,080.00	6	\$ 6,480.00	2	2	2
10.21	Install & Wire GPS Sigs	\$ 600.00	13	\$ 7,800.00	0.5	0.5	0.5
10.22	Remove Existing Antennas (Case Pedro 100)	\$ 600.00	3	\$ 2,040.00			1
Testing & Training							
10.23	In-Situ Test & Calibration, ATP	\$ 600.00	2.5	\$ 1,500.00	2.5	2.5	2.5
10.24	EE Installation Audit	\$ 17,325.00	1	\$ 17,325.00		1	
10.25	Systems Performance Testing	\$ 1,080.00	6	\$ 6,480.00	2	2	2
10.26	Coverage Testing	\$ 1,080.00	2	\$ 2,160.00		2	
10.27	Customer Training	\$ 1,080.00	1	\$ 1,080.00		1	
10.28	Hotel	\$ 16,229.50	1	\$ 16,229.50		1	

PRICING SUMMARY	
Equipment and Materials	\$ 541,646.00
Rentals & Other	\$ 521,903.00
Services	\$ 224,208.00
Shipping	\$ 57,542.00
8.00% Sales Tax	\$ 43,331.44
Project Total	\$ 1,188,723.92

**PORT OF LOS ANGELES
INTERIM RADIO SYSTEM
SCHEDULE OF PROGRESS PAYMENT MILESTONES**

PRE-CONSTRUCTION TASKS		
1.00	COMPLETION OF ENGINEERING AND SUBMITTAL OF PROJECT PLANS TO LAPP	\$ 91,431.64
1.10	CITY OF LOS ANGELES PERMIT APPROVAL	\$ 6,028.80
1.20	PROVISION OF PROGRAMMING LAPTOPS	\$ 2,737.12
CONSTRUCTION TASKS - MARINE EXCHANGE (GAFFEY ST)		
2.00	COMPLETION OF SOILS STUDY	\$ 8,040.00
2.10	COMPLETION OF UNDERGROUND WORK (TOWER & SHELTER FOUNDATIONS, TRENCHING)	\$ 115,838.00
2.20	PROVISION & PLACEMENT OF PRE-FABRICATED SHELTER	\$ 145,463.89
2.30	INSTALLATION OF ELECTRICAL WIRING TO SHELTER	\$ 30,373.10
2.40	ASSEMBLY AND ERECTION OF COMMUNICATIONS TOWER	\$ 48,566.50
2.41	PROVISION OF FAA LIGHT-KIT	\$ 2,835.32
2.42	FACTORY PAINTING OF TOWER	\$ 6,987.47
2.50	GROUNDING OF TOWER AND SHELTER	\$ 9,448.30
CONSTRUCTION TASKS - WATER ST		
3.00	COMPLETION OF SOILS STUDY	\$ 5,040.00
3.10	COMPLETION OF UNDERGROUND WORK (SHELTER FOUNDATION, TRENCHING)	\$ 42,090.80
3.20	PROVISION & PLACEMENT OF PRE-FABRICATED SHELTER	\$ 207,959.65
3.30	INSTALLATION OF ELECTRICAL WIRING TO SHELTER	\$ 15,575.37
3.40	GROUNDING OF SHELTER	\$ 8,453.98
COMMUNICATIONS SYSTEMS - MARINE EXCHANGE (GAFFEY ST)		
4.00	PROVISION AND INSTALLATION OF COMBINING SYSTEM	\$ 21,535.32
4.10	PROVISION AND INSTALLATION OF POWER SYSTEMS	\$ 13,623.53
4.20	PROVISION AND INSTALLATION OF ANTENNA SYSTEMS	\$ 10,026.34
4.30	PROVISION AND INSTALLATION OF EF JOHNSON REPEATERS & COMPONENTS	\$ 95,521.27
COMMUNICATIONS SYSTEMS - WATER ST		
5.00	PROVISION AND INSTALLATION OF COMBINING SYSTEM	\$ 21,818.03
5.10	PROVISION AND INSTALLATION OF POWER SYSTEMS	\$ 13,906.24
5.20	PROVISION AND INSTALLATION OF ANTENNA SYSTEMS	\$ 12,576.76
5.30	PROVISION AND INSTALLATION OF EF JOHNSON REPEATERS & COMPONENTS	\$ 95,803.98
COMMUNICATIONS SYSTEMS - SAN PEDRO HILL		
6.00	PROVISION AND INSTALLATION OF COMBINING SYSTEM	\$ 21,603.70
6.10	PROVISION AND INSTALLATION OF POWER SYSTEMS	\$ 17,033.12
6.20	PROVISION AND INSTALLATION OF ANTENNA SYSTEMS	\$ 9,104.25
6.30	PROVISION AND INSTALLATION OF EF JOHNSON REPEATERS & COMPONENTS	\$ 95,589.65
PROJECT CLOSE-OUT		
7.00	COMPLETION OF TESTING & SUBMISSION OF TEST-PACKAGE TO LAPP	\$ 10,680.00
7.10	PROJECT ACCEPTANCE, FINAL DOCUMENTATION AND CLOSE-OUT	\$ 3,031.81
CONTRACT TOTAL		\$ 1,188,723.92

NOTES:

- 1 ABOVE-REFERENCED VALUES REPRESENT 100% OF THE CONTRACT AMOUNT FOR THAT TASK. ACTUAL PAYMENTS OF THESE AMOUNTS WILL HAVE 10% OF CONTRACT AMOUNT WITH-HOLD FOR RETENTION WHICH WILL BE PAYABLE UPON COMPLETION AND PAYMENT OF ITEM 7.1
- 2 PAYMENT TERMS ARE NET 30-DAYS FROM SUBMISSION OF ACCEPTABLE PROGRESS PAYMENT. TELCOM UNDERSTANDS THE FIRST PROGRESS PAYMENT MAY BE DELAYED.
- 3 ABOVE-REFERENCED VALUES ARE INCLUSIVE OF SALES TAX

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

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

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

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

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

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

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

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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

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

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT F – SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE VSBE MBE WBE DVBE OBE

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

Signature _____
Printed Name _____

Title _____
Date Signed _____

NOTARY

On this _____ day of _____, 20_____, before me appeared _____ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by _____
Name of Firm

to execute the affidavit and did so as his or he free act and deed.

SEAL

Notary Public _____
Commission Expires _____

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____
 Contract Title: _____
 Business Name: _____ Award Total: \$ _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
 Services to be provided: _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
 (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
 Services to be provided: _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
 (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email address: _____

Contractor Description Form**SUBCONTRACTOR**

Business Name: _____ Award Total: \$ _____
 Services to be provided: _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
 (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
 Services to be provided: _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
 (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
 Services to be provided: _____
 Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
 (Check all that apply)
 Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
 Address: _____
 City/State/Zip: _____
 Telephone: () _____ FAX: () _____
 Contact Person/Title: _____
 Email address: _____

EXHIBIT G

Sec. 10.8.2.1. Equal Benefits Ordinance.

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

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

(c) Equal Benefits Requirements.

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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