

FIRST AMENDMENT TO AGREEMENT NO. 12-3072
BETWEEN THE CITY OF LOS ANGELES AND
SEASIDE TRANSPORTATION SERVICES, LLC

THIS FIRST AMENDMENT to Agreement No. 12-3072 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 SEASIDE TRANSPORTATION SERVICES, LLC ("GRANTEE") as follows:

1. The Seventh WHEREAS clause is amended and replaced by:

WHEREAS, the remaining \$525,000 will be used by GRANTEE to repower eleven (11) RTGs (hereinafter referred to as ("PROJECT")).

2. Exhibit A to Agreement No. 12-3072 is amended and replaced by "Amended Exhibit A" attached hereto.
3. Section II.B is amended and replaced by:

To qualify for reimbursement by CITY, GRANTEE shall complete the repowering of the rubber tired gantry cranes (RTG) as described in Exhibit A within six (6) months from the date this Amendment becomes effective, unless the parties enter into a written amendment to the Agreement and the same is approved by the Board and CITY Council in accordance with the CITY of Los Angeles City Charter.

4. Section II.I.1 is amended and replaced by:

Progress Reports shall be submitted by GRANTEE to the CITY with each request for a disbursement. Progress Reports shall include Equipment Identification (ID) numbers, date of repower, date RTG was put back into service, schedule for repower of remaining RTGs (if applicable), and expenses incurred.

5. Section II.I.2 is deleted in its entirety.

6. Section V.A shall be amended and replaced by:

The AQMIP grant award is calculated based upon the emission reduction benefits obtained during the term of the Agreement. For the satisfactory completion of the PROJECT, CITY shall reimburse GRANTEE an amount not-to-exceed Five Hundred Twenty Five Thousand Dollars (\$525,000), and in accordance with Exhibit A. Expenses incurred by December 1, 2014 shall be reimbursed.

7. Section V.G shall be amended and replaced by:

Reimbursable expenses for crane repowers must be incurred by December 1, 2014.

8. Section VI.A shall be amended and replaced by:

City in its sole discretion may terminate and cancel all or any part of this Agreement for any reason upon giving to GRANTEE ten (10) days notice in writing of its election to cancel and terminate this Agreement. If such termination and cancellation occurs within the first six (6) months from the effective date of the Amendment, and after expiration of the ten (10) day notice period, GRANTEE shall cease the performance of the PROJECT. GRANTEE shall be entitled to reimbursement for expenses incurred in accordance with Section V of this Agreement. The City shall determine the amount of services actually performed and shall allocate the portion of the total compensation due to GRANTEE.

9. Section VI.E shall be amended and replaced by:

In the event that either City or GRANTEE terminate this Agreement as described in Sections VI.C or VI.D, GRANTEE shall reimburse City for all monies paid to GRANTEE by City at the following rates:

100% if termination occurs within the first six (6) months of the effective date of the Amendment;

50% if termination occurs after the first six (6) months.

Except as amended herein, all remaining terms and conditions of Agreement No. 12-3072 shall remain in full force and effect.

////

////

////

////

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 12-3072 on the date to the left of their signatures.

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

Dated: _____

By _____
Executive Director

Attest _____
Board Secretary

SEASIDE TRANSPORTATION SERVICES, LLC

Dated: 09/04/2014

By: Eric Wilson

ERIC WILSON EXECUTIVE VICE PRES.
(Print/type name and title)

Attest: Geoffrey Romano
GEOFFREY ROMANO - AVP
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

September 10, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By [Signature]
JUSTIN HOUTERMAN, Deputy

JH/jrs
9/2/14

Rev 01/06/14

Account #	<u>21951</u>	W.O. #	<u>6816500</u>
Ctr/Div #	<u>7000</u>	Job Fac. #	<u>686.0000</u>
Proj/Prog #	<u>000</u>		
Budget FY:		Amount:	
	<u>2014/2015</u>		<u>\$525,000.</u>
	TOTAL		<u>\$525,000.</u>

For Acct/Budget Div. Use Only:

Verified by: [Signature]

Verified Funds Available: _____

Date Approved: [Signature]
9/9/2014

**Port of Los Angeles Air Quality Mitigation Program
SEASIDE TRANSPORTATION SERVICES, LLC
ENGINE REPOWER PROJECT**

Scope of Work, Reimbursement, and Reporting Requirements

PROJECT:

SEASIDE TRANSPORTATION SERVICES, LLC (“GRANTEE”) shall obtain the necessary equipment purchased through Whitney Equipment, LLC. to repower eleven (11) rubber tired gantry (RTG) cranes with California Air Resources Board (CARB) Verified Tier 4i engines. The specifications are as follows:

Equipment Type/Date	Baseline Engine Year/Model	Retrofit Device	% in Port	Reimbursable Cost
Eleven (11) Mitsui-Paceco Rubber Tire Gantry Cranes	2003 Cummins/NTA 855-G3	Engine Repower with CARB Verified Tier 4i Caterpillar model C-15, 779 HP or equivalent. (Equivalency to be determined by Director of Environmental Management.)	100%	\$525,000 (11 engines@ \$47,727.27 each)

Reimbursable project costs total: \$525,000 (\$47,727.27 per engine)

Grantee may request reimbursement for engine purchases. Reporting is required with request for reimbursement and at the completion of the eleven repowers (see below).

REPORTING REQUIREMENTS:

Progress Reports

Progress Reports shall be submitted by GRANTEE to the PORT with reimbursement request(s) in accordance with Section II.I.1.

Final Repower Report

A Final Report shall be submitted by GRANTEE to the PORT in accordance with Section II.I.3.