

AGREEMENT NO. _____

**BETWEEN THE CITY OF LOS ANGELES
AND
MOFFATT & NICHOL**

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 MOFFATT & NICHOL, a California corporation, whose address is 3780 Kilroy Airport Way, Suite 750, Long Beach, CA 90806 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services to support the Department's Capital Improvement Program ("CIP") in connection with the project described in Exhibit "A" hereto ("Project"); and

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

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

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

1. Incorporation of Recitals.

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

2. Services To Be Performed By Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Services To Be Performed By City.

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

3.2 City's Harbor Department shall provide all necessary copies and prints of final plans, specifications and estimates for bid advertisement and construction.

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

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

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

4. Effective Date and Term.

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

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

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

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

c. Three (3) years have elapsed from the effective date of the Agreement.

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

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

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

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars (\$2,000,000) to be paid as specified in Exhibit "E." If Exhibit "E" allocates a specific amount to the performance of a Task or Subtask and if, following the completion of such Task or Subtask, unexpended sums remain in relation to such specific amount, Executive Director may, upon written notice to Consultant, allocate such unexpended sums to the performance of a subsequent Task or Subtask.

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

a. Fixed Fee. Lump sum compensation for satisfactory performance of Tasks as may be identified as "Lump Sum" in Exhibit "E."

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

5.3 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "F" after each twelve (12) months of service as long as such increases (a) are equal to or

lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than three percent (3%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "F" shall be revised, replaced and renumbered as Exhibit "F-1," Exhibit "F-2," etc., as applicable.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be specifically required in Exhibit "E." Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

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

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

(signed)

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

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

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

For payment and processing, all invoices shall be mailed to the following address:

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

6. Recordkeeping and Audit Rights.

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

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

7. Consultant Is An Independent Contractor.

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

8. Business Tax Registration Certificate.

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

9. Indemnification.

9.1 Indemnification

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

9.2 Indemnification for Design Professional Services

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

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

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

(a) Commercial General Liability Insurance

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

(b) Automobile Liability Insurance

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

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before

commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

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

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

10.2 Insurance Procured by Consultant on Behalf of City

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

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

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

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

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

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

10.3 Required Features of Coverages

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

(a) Acceptable Evidence and Approval of Insurance

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

(b) Carrier Requirements

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

(c) Notice of Cancellation

Each insurance policy described above shall provide that it shall not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given a 10-days notice of cancellation for nonpayment of premium and a 30-days notice of cancellation for any

other reason by written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

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

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **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.

10.4 Right to Self-Insure

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

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.

6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

10.5 Accident Reports

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

11. Personal Services Agreement.

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

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be

considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action.

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

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

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

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

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

15. Conflict of Interest.

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

16. Compliance with Applicable Laws.

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

17. Trademarks, Copyrights and Patents.

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

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has

the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

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

20. City's Disclosure Obligations.

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

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the

respective parties, notice to City's Harbor Department shall be addressed to Director of Development, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Taxpayer Identification Number ("TIN").

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

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

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

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

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

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

25. Equal Benefits Policy.

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

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

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

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

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

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

27. State Tidelands Grants.

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

28. Construction of Agreement.

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

29. Titles and Captions.

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

30. Modification in Writing.

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

31. Waiver.

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

32. Governing Law.

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

33. Severability.

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

comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

34. Jurisdiction.

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

35. Integrated Agreement.

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

36. Exhibits; Sections.

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

37. Counterparts.

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

////

////

(Signature page to follow)

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

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

Date: _____, 2017

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

MOFFATT & NICHOL

Date: February 2, 2017

By: [Signature]
Name: Liz McCusker
Title: Vice President

Attest: [Signature]
Name: David Huchel
Title: Corporate Secretary

APPROVED AS TO FORM AND LEGALITY

FEBRUARY 9, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature]
JOHN T. DRISCOLL, Deputy

JTD:jpr
02/01/17
Attachments

Account #	54220	W.O. #	11111
Ctr/Div #	1195	Job Fac. #	111-11
Proj/Prog #	000		
Budget FY:		Amount:	
	16/17	\$	100,000
	17/18	\$	650,000
	18/19	\$	650,000
	19/20	\$	600,000
	TOTAL:	\$	2,000,000

For Acct/Budget Div. Use Only:

Verified by: [Signature]

Verified Funds Available: [Signature]

Date Approved: 2/7/17

EXHIBIT A

PROJECT DESCRIPTION

The Port of Los Angeles has several liquid bulk facilities to handle various types of commodities for both import and export. These facilities are located at multiple Berths throughout the Port and accommodate tankers, barges, and bulk carriers.

The California Building Code Chapter 31F provides regulations for Marine Oil Terminals, which require all facilities to comply with current code standards. These standards apply to all existing and new marine oil terminals (MOTs) in California, and include criteria for inspection, structural analysis and design, mooring and berthing, geotechnical considerations, fire protection, piping, and mechanical and electrical systems.

MOTEMS requires all liquid bulk facilities undergo initial and subsequent audits to determine the fit-for-purpose condition of the facilities. MOTEMS further requires that all deficiencies discovered during the audit process be corrected to the requirements stated in the code. The existing MOTs do not meet all the regulations set forth in the code; consequently, these MOTs will either have to be retrofitted or replaced with a new MOT due primarily to the advanced age of the existing wharf structures and their lack of compliance with the code's seismic criteria. Audits performed to date are listed in the table below.

MOTEMS AUDITS SUMMARY TABLE

Site/Tenant	Initial Audit Date	1st Subsequent Audit	2nd Subsequent Audit
Berths 118-119 Kinder Morgan	January, 2010	October, 2013	N/A
Berths 148-151 Phillips 66	August, 2008	August, 2011	March, 2016
Berth 163 NuStar	February, 2010	February, 2013	May, 2017
Berth 164 Valero	February, 2010	February, 2013	May, 2017
Berths 167-169 Shell	January, 2010	July, 2013	July, 2017
Berths 187-190 Vopak	February, 2010	May, 2013	May, 2017
Berths 238-240 PBF Energy	August, 2008	August, 2011	August, 2015

The scope of work includes providing the Harbor Department with MOTEMS above and below water inspection services, MOTEMS audit services, miscellaneous MOTEMS structural and geotechnical support services, preparation of Plans, Specifications, and Estimates (PS&E's) to bring the identified liquid bulk facilities (existing or new) into compliance with the MOTEMS standards, and other work as prescribed by the Chief Harbor Engineer.

The scope of work for the design of a new future wharf structure includes, but is not limited to the following major elements:

1. Loading platforms(s);
2. Access Trestles;
3. Catwalks;
4. Mooring and berthing dolphins;
5. Fenders;
6. Various utilities;
7. Lighting;
8. Quick release hooks;
9. Demolition of existing platforms and structures;
10. Bulkhead walls; and
11. Dredging.

The projects shall be designed, where practical, in accordance with applicable codes, regulations and guidelines including, but not limited to: 1) California Building Code 2) Los Angeles Building Code 3) POLA Code for Seismic Design, Upgrade and Repair of Container Wharves, and 4) Port-Wide Ground Motion and Palos Verdes Fault Study.

The Project may include the following Marine Oil Terminals:

Berths 118-119: The terminal is operated by Kinder Morgan and has 11 storage tanks with total capacity of 498,000 barrels on 12.4 acres of land. The project consists of either demolition of the existing timber wharf structure, which is approximately 850 feet in length and 20 feet in width, constructed circa 1920's, and/or repair the existing wharf structures. Refer to **Attachment 1** for a site plan that includes Berths 118-119.

Berths 148-151: The terminal is operated by Conoco-Phillips and has 26 storage tanks with total capacity of 825,000 barrels on 13.5 acres of land. The project consists of the demolition of the existing timber wharf structure at Berths 150-151, which measures approximately 750 feet in length and 40 feet in width, constructed circa 1927, and replacing the structure with a new MOTEMS compliant wharf structure at Berths 150-151. Refer to **Attachment 2** for conceptual layout plans of the future wharf structure. In the interim, it may be necessary to bring Berths 148-149 into partial compliance with the code.

Berth 163: The terminal is operated by Shore Terminals LLC (NuStar) and has 19 storage tanks with total capacity of 599,000 barrels on 5.8 acres of land. The project

consists of the demolition of the existing timber wharf structure, which is approximately 400 feet in length and 40 feet in width, constructed circa 1923, and replacing the structure with a new MOTEMS compliant wharf structure at the same berth. Refer to **Attachment 3** for conceptual layout plans of the future wharf structure. In the interim, it may be necessary to perform some repair work at Berth 163 to bring it into partial compliance with the code.

Berth 164: The terminal is operated by Ultramar, Inc. (Valero) and has 17 storage tanks with total capacity of 947,000 barrels on 10.5 acres of land. The project consists of the demolition of the existing timber wharf structure, which is approximately 500 feet in length and 40 feet in width, constructed circa 1926, and replacing the structure with a new MOTEMS compliant wharf structure at the same berth. Refer to **Attachment 4** for conceptual layout plan of the future wharf structure. In the interim, it may be necessary to perform some repair work at Berth 164 to bring it into partial compliance with the code.

Berths 167-169: The terminal is operated by Shell Oil and has 10 storage tanks with total capacity of 580,000 barrels on 9.1 acres of land. The project consists of the demolition of the existing timber wharf structure, which is approximately 1250 feet in length and 40 feet in width, constructed circa 1947, and replacing the structure with a new MOTEMS compliant wharf structure at Berth 168. Refer to **Attachment 5** for conceptual layout plan of the future wharf structure. The design plans are approximately 80%. In the interim, it may be necessary to perform some repair work at Berths 167-169 to bring it into partial compliance with the code.

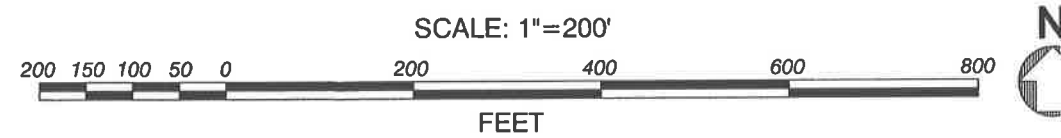
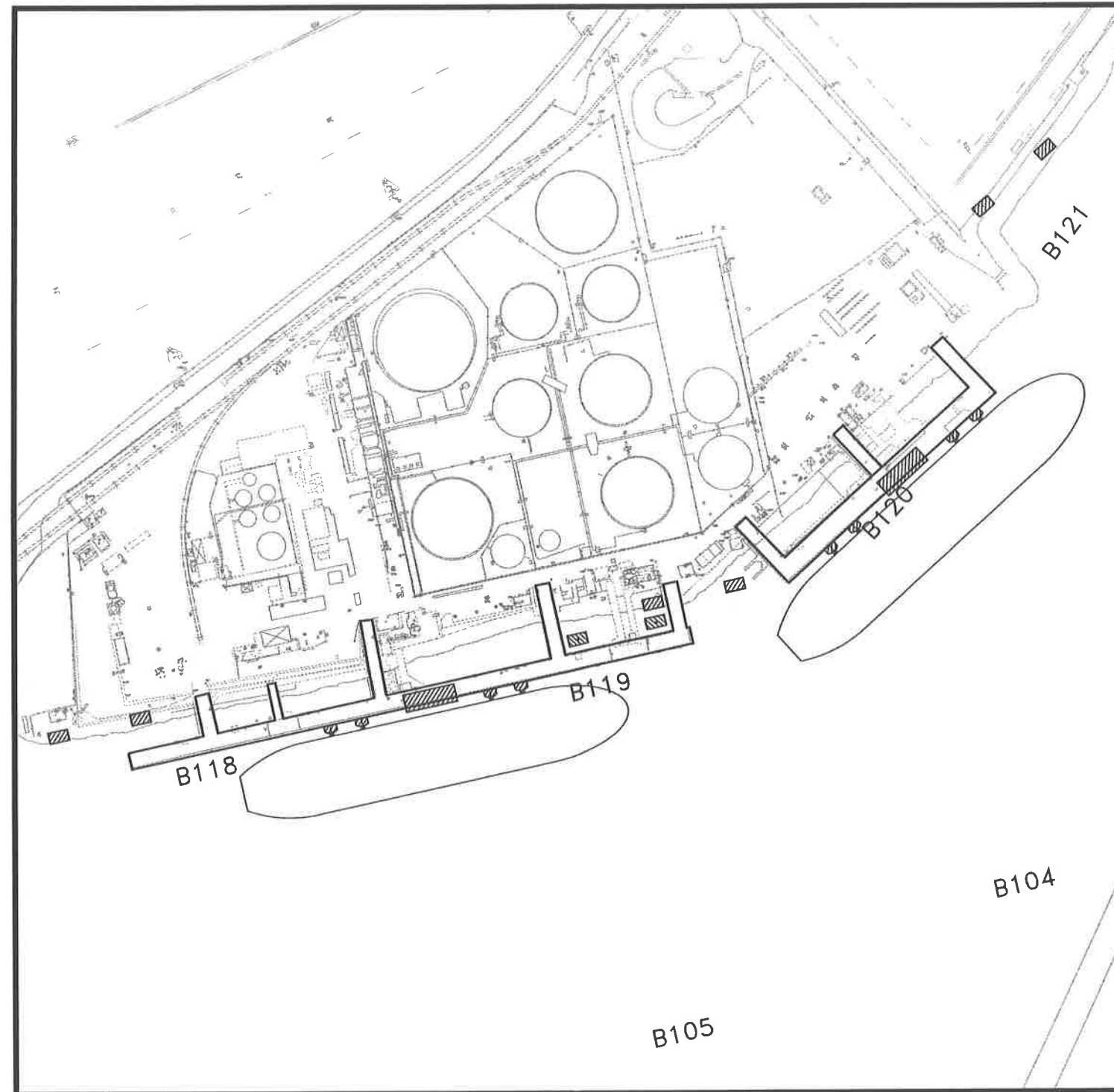
Berths 187-190: The terminal is operated by Vopak and has 60 storage tanks with total capacity of 700,000 barrels and an additional 22 storage tanks with 1,700,000 barrels capacity at inland site; and bulk cement distribution facility with an 86,000 sq. ft. warehouse on 34.7 acres of land. The facility has a total wharf length of approximately 2,350 feet in length and 60 feet in width consisting of four berths. The Berth 187 wharf structure was constructed in 1920 with a concrete deck; the Berth 188 wharf structure was constructed in 1921 with a concrete deck; the Berths 189-190 wharf structures were constructed in 1922 with a timber deck and piles. The project consists of retrofitting the existing wharf structures to fully comply with the MOTEMS code requirements. In the interim, it may be necessary to perform some repair work at Berths 187-190 to bring it into partial compliance with the code. Refer to **Attachment 6** for a site plan of Berths 187-190.

Berths 238-240: The terminal is operated by PBF Energy and has 26 storage tanks with total capacity of 2,313,000 barrels on 31.4 acres of land. The project consists of the demolition of the two existing concrete wharf structures each measuring approximately 250 feet in length and 40 feet in width, constructed circa 1925, and replacing the structures with a new MOTEMS compliant wharf structure at Berth 238. Refer to **Attachment 7** for conceptual layout plans of the future wharf structure. In the interim, it may be necessary to perform some repair work at Berths 238-239 to bring it into partial compliance with the code.

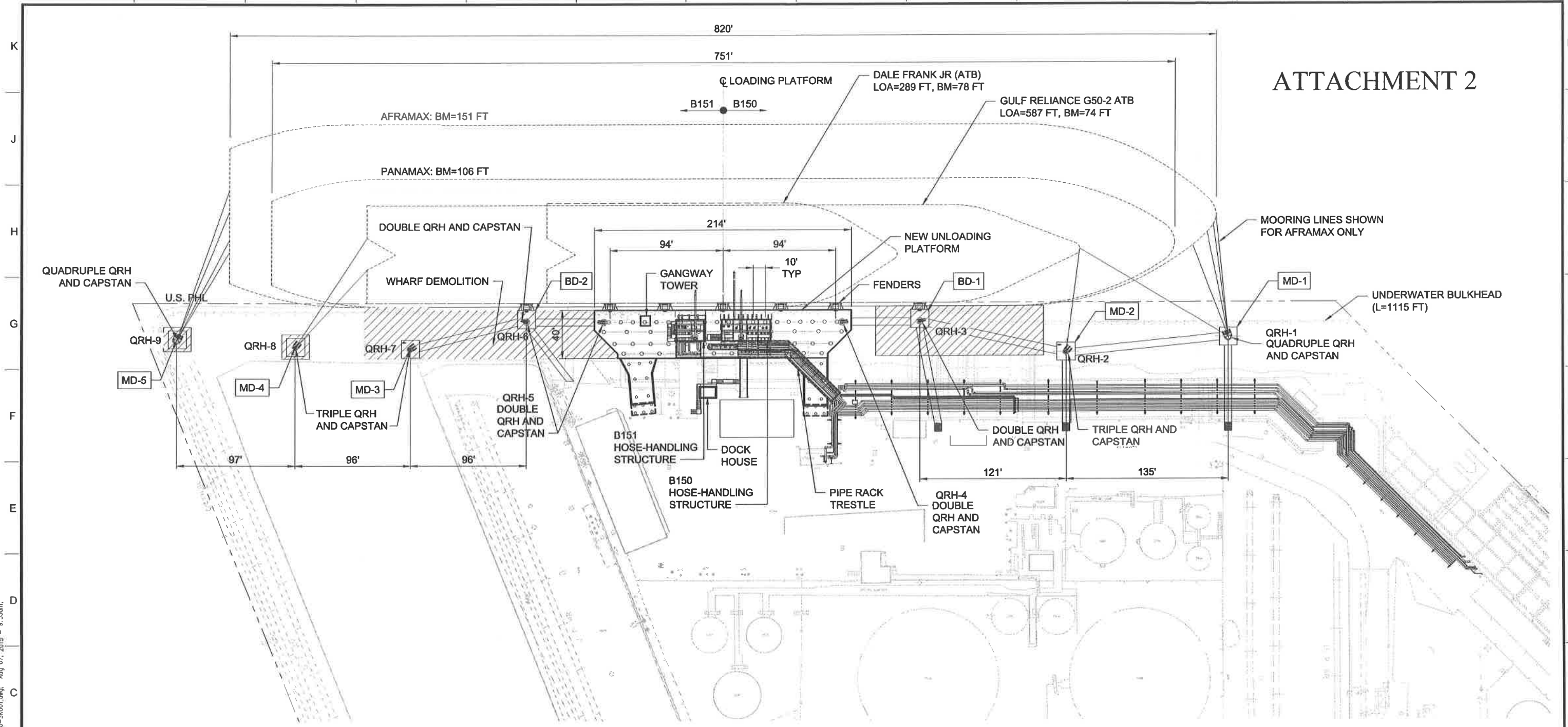
ATTACHMENT 1

BERTHS 118-120

Kindermorgan Oil Terminal



ATTACHMENT 2



SK-1 BERTH 150-151 CONCEPTUAL LAYOUT
 SK-1 SCALE: 1" = 40'

NOTES:
 MOORING ARRANGEMENT IS SUBJECT TO CHANGE AS A RESULT OF MOORING ANALYSIS, WHICH WILL BE PERFORMED IN DETAILED DESIGN.

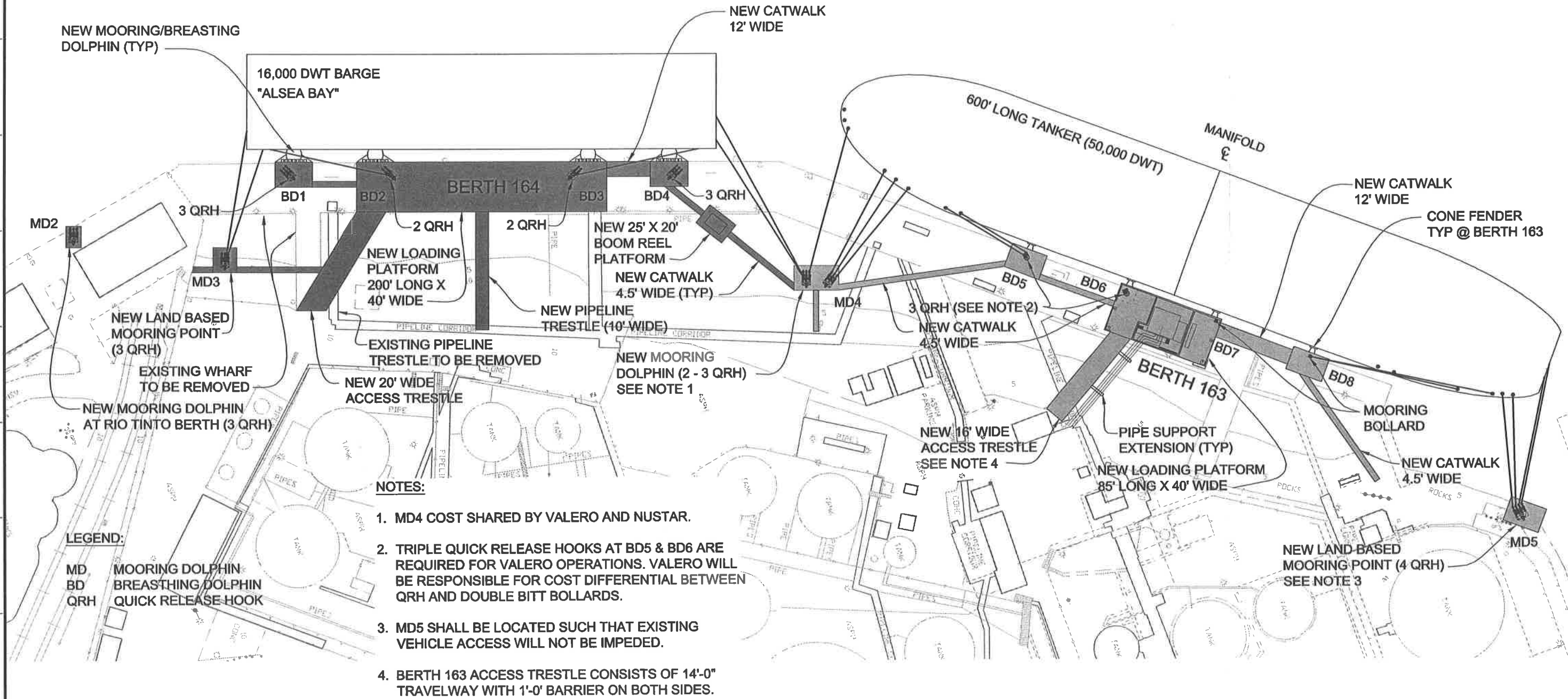
DRAFT

Preliminary, July 28, 2015
 NOT FOR CONSTRUCTION

P:\7705-10 Berths 148-151\MOV7_Design_Information\CADD\Active\Sheets\770510-SK001.dwg; Aug 07, 2015 - 9:33am;

NO.	DATE	DRAWN	REVISIONS	CHKD	APPD	SCALE: AS SHOWN		DATE:	CHIEF OF DESIGN	BERTHS 150 - 151	
1										CONCEPTUAL LAYOUT	
						MOFFATT & NICHOL 3780 KILROY AIRPORT WAY, SUITE 600 LONG BEACH, CALIFORNIA, 90806 562-426-8551		REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA		THE PORT OF LOS ANGELES ENGINEERING DIVISION 425 S. PALMS VERDES STREET SAN PEDRO CA 90731-3309	
										DRAWING NUMBER	SHEET NUMBER
										SK-1	SK-1

ATTACHMENT 3



- NOTES:**
1. MD4 COST SHARED BY VALERO AND NUSTAR.
 2. TRIPLE QUICK RELEASE HOOKS AT BD5 & BD6 ARE REQUIRED FOR VALERO OPERATIONS. VALERO WILL BE RESPONSIBLE FOR COST DIFFERENTIAL BETWEEN QRH AND DOUBLE BITT BOLLARDS.
 3. MD5 SHALL BE LOCATED SUCH THAT EXISTING VEHICLE ACCESS WILL NOT BE IMPEDED.
 4. BERTH 163 ACCESS TRESTLE CONSISTS OF 14'-0" TRAVELWAY WITH 1'-0" BARRIER ON BOTH SIDES.

LEGEND:
 MD MOORING DOLPHIN
 BD BREASTING DOLPHIN
 QRH QUICK RELEASE HOOK

NO.	DATE	DRAWN	REVISIONS	CHKD	APPD

TENANT CONCEPTUAL LAYOUT PLAN APPROVAL

PLANS PREPARED BY:

AECOM
 999 Town and Country Rd, Orange, CA 92668
 T 714.567.2501 F 714.567.2441
 WWW.AECOM.COM

SCALE: AS SHOWN
 DRAWN: EL
 CHECKED: KK
 DESIGNED: DH
 ENGINEER / ARCHITECT / PROJECT MANAGER:
 KOSAL KRISHNAN

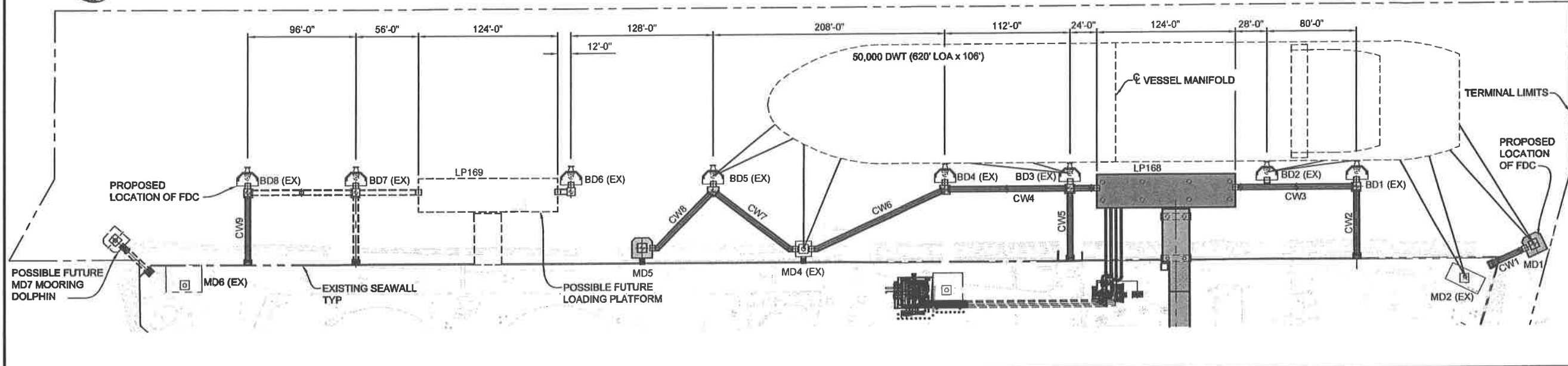
BERTH 163-164 MARINE OIL TERMINAL MOTEMS UPGRADE
BERTH 163 TERMINAL CONCEPTUAL LAYOUT

THE PORT OF LOS ANGELES
ENGINEERING DIVISION
 425 S. PALOS VERDES STREET SAN PEDRO CA 90731-3209

DRAWING NUMBER SHEET NUMBER

DATE: 01/15/2014 10:14:14 AM USER: UCER/ucerbw

ATTACHMENT 5



- LEGEND:**
- ATB ARTICULATED TUG AND BARGE
 - BD BERTHING DOLPHIN
 - CW CATWALK
 - DWT DEADWEIGHT TON
 - EX EXISTING
 - FDC FIRE DEPARTMENT CONNECTION
 - LOA LENGTH OVERALL
 - LP168 LOADING PLATFORM AT BERTH 168 (124'-0" x 30'-0")
 - LP169 LOADING PLATFORM AT BERTH 169 (124'-0" x 30'-0")
 - MD MOORING DOLPHIN
 - NEW CATWALK
 - EXIST MOORING POINT
 - NEW MOORING POINT

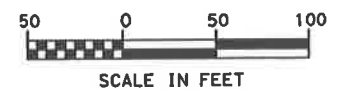
DRAWING NAME: P:\0207102 Shell Mormon Island\000\Phase II - Top Side Imp\Layouts\2015-01 (Named Berthing Layouts)\01-105(2015-01).dwg
 PROJECT: Mormon Island Top Side Improvements
 DATE: 04-09-14 11:52 AM
 USER: JMM

PLANS PREPARED BY:

AECOM

999 TOWN & COUNTRY ROAD
ORANGE, CA 92668
T (714) 567-2501 F (714) 567-2441

NOT FOR CONSTRUCTION



TRANSPORTATION TERMINALS										SHELL MORMON ISLAND TOPSIDE IMPROVEMENTS								
MORMON ISLAND										GENERAL PLAN AND MOORING LAYOUT								
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR REDISTRIBUTED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKE ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.										SCALE	DATE	REVISION						
REV	DATE	DESCRIPTION OF REVISION	ES NO.	BY	DEC	MECH	APP	REV NO.	DATE	DESCRIPTION OF REVISION	ES NO.	BY	DEC	MECH	APP	SCALE	DATE	REVISION
																50	04-09-14	EXH-109

ATTACHMENT 6
BERTHS 187-190
Vopak Oil Terminal

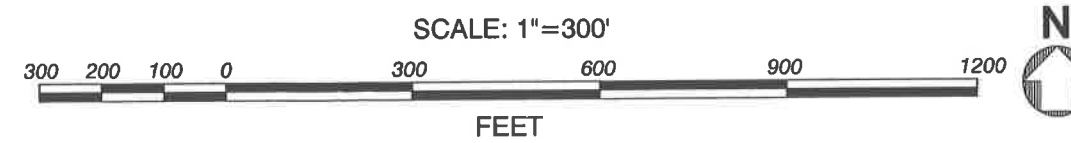
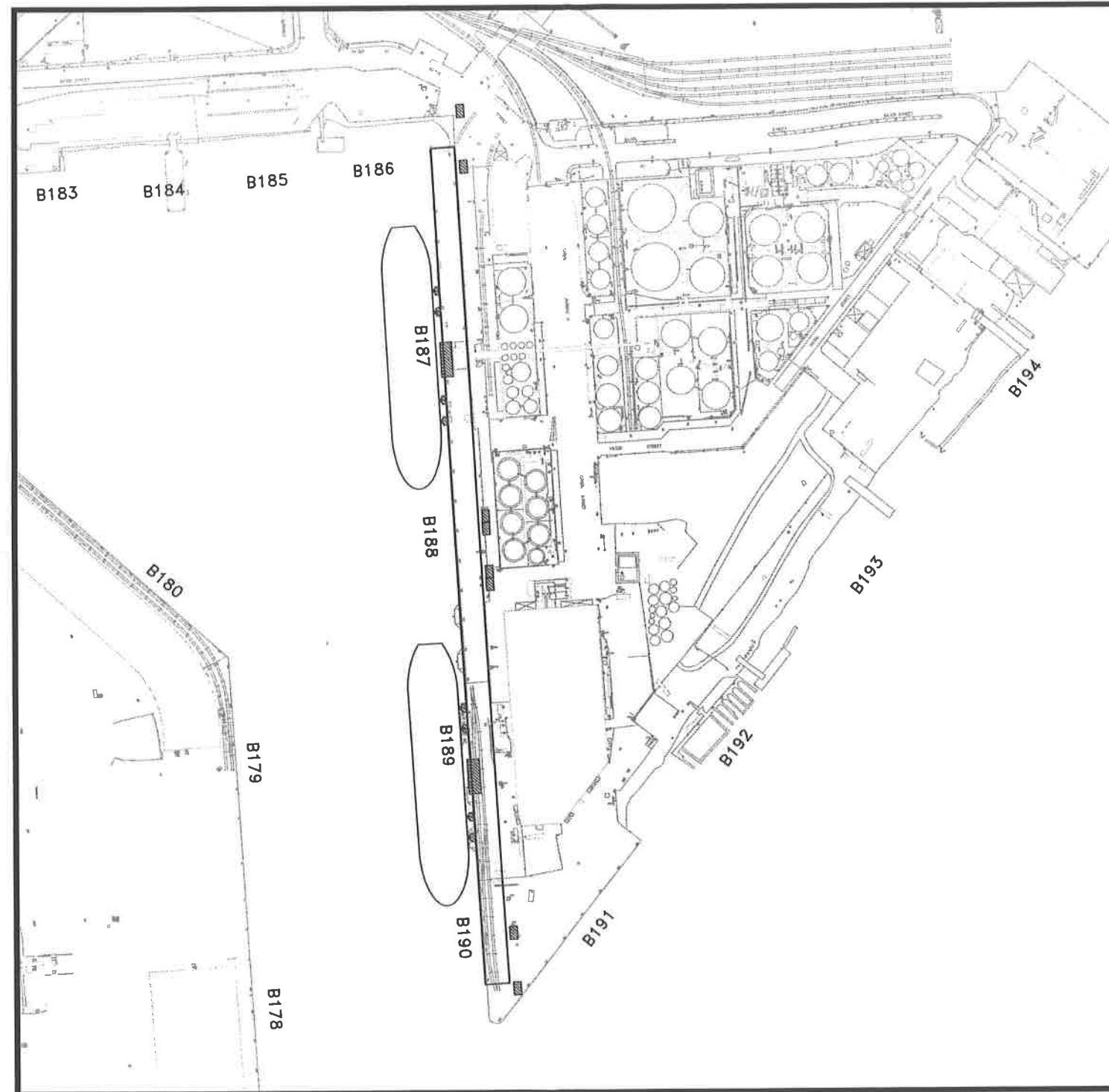


EXHIBIT B

Scope of Work

Harbor Department Engineering Guidelines: Consultant acknowledges receipt, review and understanding of the City's Harbor Department's "Engineering Design Guidelines," and Computer Aided Design "CAD Manual" ("Guidelines") and shall perform this Scope of Work in accordance with Guidelines. Within ten (10) days of this Agreement's effective date, Consultant shall notify Engineer in writing of any terms, criteria, or procedures contained in the Guidelines which Consultant does not intend to use in performing the Scope of Work. Engineer shall provide a written response to any such comments received from Consultant, which shall be binding for purposes of this Agreement.

Task 1. Project Management and Coordination

Consultant shall provide state-of-the-art project management services throughout the term of the Agreement. This project management effort shall be provided for the following processes: project initiation, project planning and scheduling, project controls, project execution, project administration, and project closeout. Consultant shall address issues, including, but not limited to, project integration, project scope development, project management, cost management, quality assurance and control issues, human resource requirements, project communications, and project risk management.

Consultant shall initiate, plan, execute, direct, control, and administer the Project by effectively organizing, staffing, directing, integrating, and coordinating the required Project Tasks and Subtasks. These services shall be performed in a professional manner as per current project management principles, guidelines, and standards promoted by recognized project management organizations and institutions. This task includes the following:

Task 1.A Project Management Plan

Consultant shall provide a detailed project management plan (PMP) including information on coordination with appropriate agencies to ensure timely completion of the Plans, Specifications (using the SpecLink software and submitted in SpecLink format), and Estimates (PS&E) packages. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice to Proceed issued under the Agreement.

Task 1.B Deliverables

Consultant shall produce the original work product and ten copies or exact reproductions thereof of all deliverables submitted to the Harbor Department. Deliverables may include, but are not limited to, drawings and/or plans, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, and other items of any type whatsoever,

whether in the form of writing, figures, delineation or electronic data prepared or compiled in connection with this Agreement.

1. Drawings produced by Consultant shall conform to the best standards of the profession in which the generator of the drawings practices. Information shall be organized in a logical, systematic manner, using the necessary number of drawings required to maintain clarity and completeness. Drawings and specifications shall fully delineate the work to be done and materials required. Dimensions, diagrams, descriptions, cross sections, and details shall demonstrate adequacy of design for review, permitting, bidding, and construction.
2. Reports shall be prepared on a word processor and hard copy submittals shall be on 8-1/2" X 11" size white paper unless otherwise approved by Engineer. Specifications shall be prepared using SpecLink software and submitted in SpecLink format. Specification hard copy submittals shall be on 8-1/2" X 11" size white paper unless otherwise approved by Engineer. Submittals shall be bound, except any final submittal intended solely for reproduction by City shall be unbound. Pages shall be numbered in the lower margin. Reports shall include a title page and table of contents with lists of exhibits, plates and appendices. Information shall be presented in a clear, logical, and organized manner which will facilitate review by the reader. Reports and studies shall be submitted in draft or preliminary form for review prior to the final submittal. Specifications shall be prepared in conformance with the format of the Construction Specifications Institute, unless Engineer otherwise directs.
3. Unless otherwise directed in writing, Consultant shall submit all deliverables, such as reports, drawings, specifications, designs, calculations, schedules and all work necessary to produce its deliverables, in an electronic format (AutoCad and/or PDF) acceptable to Engineer in addition to the hard copies. Consultant shall assure at the start of Project that its proposed method of electronic submittal to City is consistent with City's computer hardware, networking and software systems, including layering of information and the attachment of data files to the drawings. Pertinent data gathered during the course of the work will be entered into an electronic database (if required) acceptable to Engineer. In conjunction with the submittal of computer-generated calculations, Consultant shall document the appropriateness of the selected software to the task and clearly describe the input/output and default elements of the software and their relation to the Project.
4. Unless Engineer otherwise directs in writing, the drawings are to be electronically generated on a CAD (Computer Aided Design) system equal to or compatible by translation with the City's AutoCAD system. To enable drawing elements to be manipulated and translations to be efficient, all CAD-generated drawings shall be developed as dimensionally and geometrically precise models (to three decimal places) of the work depicted. For a CAD

system other than AutoCAD, a translated representative sample (one sheet minimum of each discipline) must be included with each submittal. Consultant shall conform to the drafting standards, layering and symbology of City. Consultant will be apprised by City of its layering and symbology requirements prior to the start of work.

5. Signature and record drawing submittals shall be in electronic format as approved by Engineer as well as the original reproducible vellum. Each original drawing sheet shall be stamped and signed by an engineer or architect appropriately licensed to practice in the State of California.

Task 1.C Suitability of Work and Consultant Cooperation

Consultant shall furnish, in accordance with the agreed upon schedule, a complete, practical, economical design, plans, specifications, and estimates (if such plans and specifications are within the scope of Consultant's work), and related corrections and changes which are best suited for the contemplated construction, and ensure all work is completed in accordance with this Agreement and with sound engineering principles and is signed and sealed by a licensed Professional Engineer and/or Architect, as appropriate. Consultant shall, upon request of the Engineer, provide all calculations, data, charts, and other information of any type whatsoever which support its designs or other work performed pursuant to this Agreement. Consultant may not assert as a basis for refusing to provide such information that it is proprietary. Consultant shall satisfy Engineer that design decisions are based on objective evaluation of the requirements of the facility owner and user, meet site-specific conditions, comply with Project construction cost budget, and minimize long-term operation and maintenance costs. Consultant is aware of and agrees that the City has the right to submit the Consultant's work product to independent design reviewers. Consultant agrees to fully cooperate with such reviewers if City determines review is appropriate. Consultant's obligation to cooperate shall include the obligation to respond in an objective professional manner to requests for information, and, if expressly requested by Engineer, to enter into a dialogue with the reviewer regarding the comments of the reviewer on the work.

Task 1.D Quality Control/Quality Assurance Plan

In conjunction with the PMP, the Consultant shall also prepare a quality control/quality assurance plan (QC/QA Plan) for the Project, within 30 days of issuance of the first Notice to Proceed under this Agreement. The QC/QA Plan shall be prepared in accordance with minimum requirements of City's Harbor Department, recognized professional standards, and shall identify procedures for reviewing and checking computations, design drawings and other submittals specific to the design phase for both Consultant and Subconsultants. The plan shall also identify roles and responsibilities for implementing and monitoring quality control and quality assurance. As part of the Consultant's QC/QA Plan, Consultant Senior Staff shall perform independent review of all documents for completeness, technical accuracy, and

coordination and code compliance at the end of each work phase prior to submittal of deliverables to Engineer.

Task 1.E Prepare Project Schedule

Consultant shall develop a computerized critical path method schedule (CPM Schedule) using Microsoft Project. This schedule shall be created in close coordination with the Engineer or Engineer's designee. The initial schedule shall be submitted 30 days after the issuance of the first Notice to Proceed under this Agreement. The schedule shall initially focus on design phase activities, including significant milestones, permits, utility coordination and related Tasks, to allow for effective planning, monitoring and reporting throughout the Project. It shall combine activities related to cost, planning and design, reviews, delivery, and approvals and shall provide uniform guidance for planning, scheduling, budgeting, and coordination efforts. Updates to the schedule should coincide with the monthly Project Development Team (PDT) Meeting, where reporting shall take place.

Task 1.F Monthly Progress Status Reports and Schedule Updates

Consultant shall prepare monthly progress reports that include an update to the key milestone delivery schedule and percent completion of each task worked on during that period. Consultant shall maintain the CPM Schedule. The schedule will be reviewed in close coordination with Engineer. Each month a schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item. The CPM Schedule shall also be updated each month to show progress.

Task 1.G Project Development Team (PDT) Meetings

Consultant shall attend monthly PDT meetings with Project stakeholders throughout the term of this Agreement, when assigned a task. Consultant's Project Manager shall attend each meeting. It is anticipated that various other members of the Project team, including Subconsultants, shall attend the meetings, as needed. Consultant shall prepare an agenda and distribute meeting minutes, as well as track design contract action items. Monthly progress reports shall be presented and discussed at this meeting.

Task 1.H Subconsultant Administration

Consultant shall administer all Subconsultants on this Project. All Subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.

Task 1.1 Meetings, Permits, and Utility Coordination

Consultant shall attend meetings, conferences, hearings and provide drawings, applications, and exhibits necessary to obtain all required approvals, plan checks, permits, variances and utility services/modifications for the Project. Consultant shall determine regulatory agency approvals, plan checks, permits and variances necessary for Project's design and construction unless the Engineer otherwise directs in writing. Consultant shall prepare and deliver to Engineer, for review and comment, minutes of all meetings attended within three (3) working days after the meeting, whether or not City is represented at said meetings, if the subject of such meeting is material to design of Project or if Engineer requests such meeting minutes.

NOTE: Project Management and Coordination services and costs are included within all major scope of services Tasks (Tasks 2.0 – 10.0) and so are not broken out separately as Task 1.0.

Task 2 Geotechnical Engineering Services

Consultant shall investigate the soil and subsurface conditions at the Project site, and provide geotechnical recommendations for design of the Project. The geotechnical work shall include, but not necessarily be limited to the following:

A. Review and analysis of existing information:

1. Collect and review existing geotechnical reports, boring logs and other geotechnical information from adjacent and nearby projects, as well as from previously performed geotechnical work in the Project area.
2. Review and represent the site geology on plan, section, and profiles. Summarize soil parameters as presented in existing data.
3. Inspect site to determine existing site conditions.

B. Field Investigation:

1. Following review of available geotechnical information, Consultant shall develop a geotechnical work plan, including determination of the number of borings, cone penetration tests (CPT) or other data acquisition and testing required for design of the Project.
2. Submit a boring plan indicating the location and depths of all borings and CPTs for approval by Engineer prior to sampling. Boring plan shall indicate substructures in the vicinity of the proposed borings.
3. Detailed planning of field investigation:
 - a. Arrange for and schedule drillers;
 - b. Make preparations for sample handling, transportation, and testing;

- c. Locate test borings;
 - d. Locate utilities and other onsite interferences and mark location on the ground;
 - e. Obtain necessary permits; and
 - f. Schedule field staff.
4. Perform borings and other fieldwork as necessary for the surface and subsurface investigation. As initial surface and subsurface investigation is accomplished and data is reviewed, Consultant shall adjust boring depths, locations, and number of borings and CPTs using prudent engineering judgment and considering subsurface conditions and project requirements as approved by Engineer. CPT data shall be obtained during borings.
 5. Borings in uncontaminated areas shall be backfilled with soil cuttings except CPTs will not be backfilled. Borings and CPTs in contaminated areas shall be backfilled with grout. Contaminated drilling spoils shall be left on-site in drums for disposal by others.

C. Laboratory Testing:

1. Perform laboratory testing to include, but not necessarily be limited to the following:
 - a. Index testing:
 - i. Moisture content/dry density;
 - ii. Specific gravity;
 - iii. Atterberg limits;
 - iv. Sand equivalent;
 - v. Sieve analysis; and
 - vi. Resistivity.
 - b. Consolidation tests with time plot.
 - c. Soil Strength test:
 - i. Triaxial compression;
 - ii. Direct shear; and
 - iii. Standard penetration test
 - d. R-value or CBR tests.
 - e. Compaction tests.
 - f. Chemical analysis:
 - i. pH;
 - ii. sulfates; and
 - iii. chlorides.

D. Prepare soil data report:

1. Prepare narrative summary of the site soil conditions and soil parameters as developed from review of existing data, borings, and laboratory testing.
2. Prepare and draft boring logs using GINT program.
3. Prepare site soil plan, profile, and cross sections.
4. Prepare data report.

E. Geotechnical analysis:

The geotechnical analysis shall be based on both the currently available geotechnical site information and the results of the new field investigation. The following items shall be addressed by the geotechnical analysis:

1. Provide seismic design requirements and recommendations based on Los Angeles Building Code criteria and considering the significance of the Palos Verdes Fault.
2. Foundation analysis:
 - a. Develop recommendations for the foundations and/or bedding of structures, including retaining walls, vaults, storm drains, loading platforms, access trestles, catwalks, mooring and berthing dolphins, fenders, utilities, bulkhead walls, dredging, and light poles considering local site conditions and recommended seismic requirements.
 - b. Prepare technical report.
3. Pavement design:
 - a. Develop pavement section for roadway improvements based on adjoining property usage.
 - b. Provide R-values and California Bearing Ratios of sub-grade for pavement design.
 - c. Prepare technical report.
4. General grading:
 - a. Provide analyses and recommendations for the following:
 - i. Trench excavation, backfill and shoring;
 - ii. Site grading, fill placement and compaction;
 - iii. Subgrade preparation for foundations and footings of structures;
 - iv. Bedding requirements for utilities and substructures; and
 - v. Dewatering.

5. Corrosive potential

- a. Determine soil corrosion potential and recommend protective measures for utilities and substructures.

F. Final and Draft reports:

The findings, conclusions and recommendations shall be discussed with City as they are developed. Upon completion of the work, Consultant shall submit five copies of the draft report containing the findings, conclusions, and recommendations with the supporting field and laboratory data for review by City. Consultant shall review and address City's comments, and submit ten copies of the final report to City.

G. Plans, Specifications, and Estimates Review:

Consult with designers during Preliminary and Final Designs as necessary to implement recommendations and review project plans, specifications, and estimates for conformance with geotechnical recommendations.

Task 2 Deliverables

- Meeting minutes;
- Boring plan;
- Obtain necessary permits;
- Soil data reports; and
- Draft and final geotechnical reports.

Task 3 Conceptual Study and Report Phase

After issuance of the first written Notice to Proceed under this Agreement, Consultant shall perform Conceptual Study and Report for the Project. That work shall include, but not necessarily be limited to the following:

- A. Visit the site and become familiar with the Project area;
- B. Review available survey, coordinate control information and record plans, and use this material to establish site boundaries, locations of existing facilities, utilities (including utilities below grade) and existing grades. Provide a list of additional surveys required, which will be performed by the City's survey forces;
- C. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations;

- D. Coordinate work with adjacent projects, facilities and improvements;
- E. Develop detailed Project design criteria and identify critical issues, opportunities and constraints. Prepare Design Criteria Manual to incorporate results of this work; and
- F. Prepare a report and documentation package presenting the results of conceptual studies to clearly present the considerations involved and the alternative solutions available setting forth Consultant's findings, evaluations and recommendations. Document and recommend one preferred plan that best achieves the Project design criteria.

Task 3 Deliverables

- Preliminary Conceptual Study (Design Criteria Manual);
- Final Conceptual Study report;
- Mechanical/electrical exhibit(s);
- Utility and substructure exhibit(s);
- Construction phasing;
- Structural layouts;
- Preliminary Project construction cost estimates; and
- Preliminary Project design and construction schedules.

Task 4 Preliminary Design Phase (40% Construction Plans)

- A. Upon completion of the conceptual study and report phase, selection of a preferred alternative by City, and issuance of a written Notice to Proceed from the Engineer, or written provisional Notice to Proceed with individual elements, Consultant shall perform the preliminary (40%) design.
- B. Plans shall include typical sections and details and illustrate the architectural, civil, structural, electrical and mechanical design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.
- C. The preliminary design submittal shall include, but not necessarily be limited to, the following for all facilities:
 - 1. Site plan showing coordination and relationships with overall site development;
 - 2. Removal plan;
 - 3. Substructure plan;
 - 4. Civil design;
 - 5. Structural design;

6. Mechanical design;
7. Plumbing design;
8. Electrical design;
9. Storm drain plans and details;
10. Utility plan;
11. Site/Area lighting plan;
12. Outline specifications for each discipline of work;
13. Updated Project cost estimate and schedule;
14. Utility demand estimates; and
15. Perform all appropriate code coordination and review with applicable local, state, and federal agencies.

Task 4 Deliverables

Deliverables from this phase will provide a general overview of the entire proposed development not necessarily attempting to group the plans by anticipated construction contract sets. The deliverables will include:

- Preliminary site plan;
- Preliminary removal plan;
- Preliminary substructure plan;
- Preliminary civil plans;
- Preliminary structural plans;
- Preliminary mechanical/electrical/plumbing plans;
- Preliminary utility plans;
- Preliminary utility demand estimates;
- Preliminary site/area lighting plans;
- Preliminary construction cost estimate;
- Preliminary construction schedule;
- Associated reports and analysis work; and
- Outline of specifications.

Task 5 Eighty-percent Construction Documents (80% DESIGN)

- A. Upon issuance of written Notice(s) to Proceed from the Engineer, proceed with 80% design of Project. This procedure is the same for the Final design.
- B. Preparation of Contract Documents in sufficient detail to provide the information necessary for competitive construction contract bidding for Project. Plans shall include typical sections and details and illustrate the civil, structural, electrical and mechanical design aspects in sufficient detail to cover all matters, which will materially affect the essential features and cost of the Project.
- C. Attend progress meetings at the Port and prepare meeting minutes.

- D. Perform a QA/QC review of the plans, specifications, and construction cost estimate.
- E. Identify and analyze permits, approvals and requirements of local, state, and federal regulatory agencies, and coordinate with them as necessary for conformance with their requirements, rules and regulations.
- F. Coordinate the basis of design with tenant for the unloading platform, access trestle, walkways, berthing dolphins, and landside mooring anchors prior to finalizing structural and foundation support for topside equipment (loading arms, towers, monitors, alarms/sirens, lighting etc. locations).
- G. Develop plans and specifications that are compatible with the tenant's "Top Side Equipment Plans and associated Specifications." The plans and specifications shall include, but are not limited, to the following:
 - 1. Coordinate with the tenant for the "topside" design to prepare equipment connection design.
 - 2. Provide equipment pedestals and/or structural support details for loading arms, towers, monitors, sirens/alarms poles, lighting fixtures, ladders, security cameras, etc. where needed on the unloading platform, breasting dolphins, landside mooring anchors, and walkways.
 - 3. Provide electrical details to accommodate all equipment on loading platform, berthing dolphins, landside mooring anchors, and walkways (loading arms, towers, monitors, alarms/sirens, lighting etc.).
 - 4. Provide for electrical conduits to new berthing dolphins and landside mooring anchors.
- H. Permits and approvals:
 - 1. Perform all appropriate code coordination and review with all applicable local, state, and federal agencies.
 - 2. Consultant shall complete applications, including necessary documentation, to obtain all permits and approvals for Project other than those that are required to be obtained by contractor(s). These applications shall be submitted to Engineer for review and approval prior to filing with appropriate agencies.
 - 3. Permits/approvals for this Project include, but are not necessarily limited to the following:

- a. City of Los Angeles, Department of Building and Safety;
 - b. City of Los Angeles Fire Department;
 - c. US Army Corps of Engineers Permit
 - d. California Regional Water Quality Control Board Permit
 - e. California Coastal Commission Coastal Development Permit; and
 - f. California State Lands Commission.
4. Changes in the plans, specifications, and estimates, including any changes required by a change in rules, regulations, or laws required to obtain final approval from said agencies shall be made by Consultant.
 5. Consultant shall determine and obtain any other permits required by the local, state, and federal agencies for Project.

Task 5 Deliverables

An 80% version of the following, grouped by contract set, will be provided to the City at the end of this design phase.

- Site plan;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Preliminary mechanical/electrical/plumbing plans;
- Utility composite plan;
- Site/area lighting plans;
- Updated construction estimates;
- Updated construction schedule;
- Updated utility demand schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications; and
- Permit applications, as necessary.

Task 6 Final Design Documents (100% DESIGN)

- A. Upon issuance of a written Notice to Proceed from the Engineer, Consultant shall address and incorporate all Port comments received from the 80% Design review. Consultant shall prepare a concise summary of responses to those comments and a discussion of the resolution of issues raised by the Port's comments as well as making all necessary corrections and revisions after consensus is reached with the Port.

- B. Plans, specifications, and estimates shall be stamped and signed by an architect or engineer appropriately licensed to practice in the State of California.
- C. Coordinate Work with adjacent projects, facilities and improvements.
- D. Submit to Engineer all construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.
- E. Submit a detailed estimate of the cost based on the bid items and provide a Class "A" estimate. Cost Estimate shall include cost associated with Construction Phasing.
- F. Submit a proposed construction schedule in sufficient detail for use by Engineer in evaluating the adequacy of contractor's scheduling submittal.
- G. Prepare 100% design plans based on the approved 80% Design including all required analyses, calculations, design detailing and AutoCAD work prepared to Port CAD standards.

Task 6 Deliverables

Final versions of the following contract sets consisting of plans, specifications and estimates are anticipated:

- Site plans;
- Construction phasing plan;
- Removal plan;
- Substructure plan;
- Civil plans;
- Structural plans;
- Mechanical/electrical/plumbing plans;
- Utility composite plan;
- Site/area lighting plan;
- Updated construction estimates;
- Updated construction schedules;
- Utility demand schedule;
- Associated reports and analysis work;
- Calculations;
- Specifications; and
- Permit applications, as necessary.

Task 7 Signature Submittal

- A. Following review and incorporation of comments of Engineer, original plans, specifications, and estimates, stamped and signed by an engineer or architect appropriately licensed to practice in the State of California, shall be submitted for signature by Engineer.
- B. The original drawings and two vellums drawings, electronic CAD files, unbound original specification, and two copies of final cost estimate and schedule shall be submitted.
- C. Submit to Engineer all final construction quantities as well as structural, civil, electrical, mechanical, and any other calculations used in the design of the Project.

Task 7 Deliverables

- Original drawings;
- Unbound original specifications;
- Final cost estimate;
- Final schedule; and
- Final quantities and calculations.

Task 8 Bidding Phase

Consultant will provide assistance to the City during the contract(s) advertising and award process to include the following:

- A. Assistance in pre-qualifying potential bidders;
- B. Attendance at pre-bid meetings;
- C. Assistance in reviewing responses to bidder inquires;
- D. Assistance with preparing addendums as needed; and
- E. Assistance in reviewing bids.

Task 9 Design Services during Construction

Consultant shall provide the following services in support of the City on-site construction management efforts.

- A. Office Engineering:
 - 1. Check detailed construction drawings, submittals, shop and erection drawings, and substitutions submitted by the Project contractor for compliance with permits and plans, specifications, and estimates.

2. Review specific non-routine laboratory, shop, and mill test reports of materials and equipment as directed by the City.
3. Address Requests for Information ("RFI's") from the Project contractor and Building and Safety Inspectors.
4. Prepare record (as-built) drawings on original plans as per the data supplied by the Project contractor via the City's construction manager.

B. Field Engineering:

1. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at selected weekly progress meetings.
2. Observe and report to the City on any performance test required by the plans and specifications.
3. Attend final inspections of Project's completed construction contracts.

C. Structural Observation:

Consultant shall provide qualified personnel for observation of structural systems, for general conformance to the approved plans and specifications in conformance with all applicable codes.

This task includes a limited number of field trips at significant construction stages and at completion of the structural system. The structural systems include the lateral and/or gravity of load paths.

Task 9 Deliverables

- Responses to RFIs;
- Field reports and "punch lists";
- Reviewed shop drawings and submittals; and
- Record drawings.

Task 10 Additional Design Services

This work includes, but is not limited to, technical studies, analyses, conceptual – final designs, and other engineering services as directed by the Engineer that relate to the Project.

Due to business conditions, the scope of services for this Project is subject to change. Negotiations between the Department and potential firms will address final scope of services, fees, compensation, and other relevant issues. Upon completion of

negotiations, the agreement will be submitted to the Board of Harbor Commissioners for approval. Upon approval by the Board of Harbor Commissioners, the Consultant shall begin work only after negotiation of a Project Directive and when the Chief Harbor Engineer issues a Notice to Proceed.

EXHIBIT C

Form of Directive

Date

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

Attn: (Project Manager)

SUBJECT: DIRECTIVE NO. ____
PROJECT TITLE _____
AGREEMENT NO. _____

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

<u>Task</u>	<u>Services</u>	<u>Authorized Amount</u>
1	_____	\$ _____ (Lump Sum)
2	_____	\$ _____ (Not to Exceed)

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

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

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

LAHD EWO No. _____
LAHD Center No. _____
LAHD Account No. _____

LAHD Job No. _____
LAHD Program No. _____

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

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

Consultant Name

Page 2 of 2

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

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

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

Sincerely,

Dave Walsh
Chief Harbor Engineer
Engineering Division

ACCEPTED:

APPROVED:

(Consultant Name)
Consultant

ANTONIO V. GIOIELLO
Deputy Executive Director

Date: _____

Date: _____

Exhibit "D"

Form of Notice to Proceed

(Date)

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

Attention: (Project Manager)

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

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

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

Very truly yours,

Dave Walsh
Chief Harbor Engineer

Enclosure: Directive No. _____

EXHIBIT E

COMPENSATION

For those items of the Scope of Work for which compensation is payable in fixed fee amounts, payment to the Consultant shall be made in accordance with the compensation schedule as set forth in the project directive, and the percentage of completion of each phase of the Scope of Work, as determined and approved by the Engineer and based upon monthly progress reports submitted by the Consultant. Monthly progress payments shall be equal to the percentage of completion of each phase multiplied by the fixed fee payable for completion of each phase, less amounts previously billed.

For those items of the Scope of Work for which compensation is payable in not-to-exceed amounts, the Consultant shall be paid an hourly fee as defined in Section 5.2 of this Agreement, at the rates set forth in Exhibit "B" and in accordance with the compensation schedule as set forth in the Directive. The Consultant's monthly invoice shall itemize all hours actually worked in performing such services, identifying the personnel and sub-consultant classifications of individuals performing the Directive, and the applicable hourly rates, according to Exhibit "B."

Compensable amounts set forth on (i) an hourly basis, or (ii) on the basis of an estimated Fixed Fee subject to a not-to-exceed maximum, are estimated only. In the event that all necessary services required in any category described above are, in the judgment of the Engineer, fully performed by Consultant at a cost to City which is less than the amounts estimated and authorized hereunder, Engineer may apply the unexpended balance to compensate Consultant for services in any other category for which compensation was underestimated on either of these bases.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for work performed by listed Subconsultants.

A 5% (five percent) mark-up payable to the prime Consultant shall be allowed for all other direct costs.



EXHIBIT F

A. Hourly Billing Rates

Following is a table with the Moffatt & Nichol Team hourly billing rates.

POLA EVALUATION CRITERIA	
IV. Rates and Fees	
A. Hourly Billing Rates	Not Included in Page Count

Moffatt & Nichol	
Classification	Hourly Billing Rate
General Clerical	\$ 85.00
CADD I	99.00
Word Processing	99.00
Staff Engineer/Scientist	115.00
Staff Engineer/Scientist Diver	127.50
Staff Engineer/Scientist II	135.00
Staff Engineer/Scientist II Diver	147.50
Technical Writer	135.00
CADD II	139.00
Designer	158.00
Engineer/Scientist I	165.00
Engineer/Scientist I Diver	177.50
Senior Technician	168.00
Engineer/Scientist II	175.00
Engineer/Scientist II Diver	187.50
Engineer/Scientist III	195.00
Engineer/Scientist III Diver	207.50
Senior Engineer/Scientist	215.00
Senior Engineer/Scientist Diver	227.50
Senior Engineer/Scientist I	225.00
Senior Engineer/Scientist I Diver	237.50
Senior Engineer/Scientist II	240.00
Principal Engineer/Scientist	250.00
Principal Engineer/Scientist Diver	250.00



**ON-CALL ENGINEERING SERVICES FOR THE
MARINE OIL TERMINAL AND ENGINEERING MAINTENANCE STANDARDS PROGRAM**

Earth Mechanics, Inc.

Classification	Hourly Billing Rate
Technician	\$ 46.64
Clerical	87.45
Staff Engineer/Geologist	92.70
Senior Staff Engineer/Geologist	99.11
Senior Technician	105.81
Project Engineer/Geologist	126.07
Senior Project Engineer/Geologist	148.08
Senior Engineer/Geologist	165.43
Project Administrator	180.00
Principal Engineer/Geologist	200.41

Integrated Engineering Management

Classification	Hourly Billing Rate
Scheduler	\$ 170.00
Senior Cost Estimator / Senior Electrical Estimator	175.00
Senior Construction Manager (Constructability)	200.00

Scola & Associates, LLC

Classification	Hourly Billing Rate
Grants and Funding Expert	\$ 133.80



M&N INSPECTION BILLING RATE SCHEDULE

For above water and underwater inspection services, M&N's field daily, weekly, and equipment rates are provided in the following tables.

Moffatt & Nichol

Typical ⁽¹⁾ Dive Crew Rates, with Equipment	DAILY RATES ⁽²⁻⁵⁾		WEEKLY RATES ^(6,7)	
	(Initial)	(Add'l)	(Initial Wk)	(Add'l Wks)
SCUBA Dive Team - 3 Man Crew (P6,P5,P3) [NOTE: 4-man is standard & recommended; Tether & Hard-Wired Comms required with 3-man Scuba crew.]	\$6,901.00	\$5,795.00	\$29,606.00	\$28,500.00
SCUBA Dive Team - 4 Man Crew (P6,P5,P5,P3)	\$8,718.00	\$7,612.00	\$38,606.00	\$37,500.00
SSA Dive Team - 3 Man Crew (P6,P5,P3) [NOTE: 4-man is standard & recommended; 3-man SSA crew may only be used under approved special conditions.]	\$8,532.00	\$5,700.00	\$30,542.00	\$27,710.00
SSA Dive Team - 4 Man Crew [min size, Hazardous Diving]	\$10,324.00	\$7,492.00	\$39,402.00	\$36,570.00
SSA Dive Team - 5 Man Crew (P6,P5,P5,P3,P3)	\$11,749.00	\$8,917.00	\$46,442.00	\$43,610.00

Typical ⁽¹⁾ Field Crew Rates ⁽⁸⁾ , with Equipment	DAILY RATES ⁽²⁻⁵⁾		WEEKLY RATES ^(6,7)	
	(Initial)	(Add'l)	(Initial Wk)	(Add'l Wks)
Above Water Investigation - 2 Man Crew with Small Boat	\$4,263.00	\$3,467.00	\$21,060.00	\$17,080.00
Above Water Investigation - 3 Man Crew with Small Boat	\$5,415.00	\$4,707.00	\$26,820.00	\$23,280.00
Topside Investigation - 2 Man Crew (P5,P5)	\$3,413.00	\$3,103.00	\$16,950.00	\$15,400.00
Topside Investigation - 3 Man Crew (P6,P5,P3)	\$5,005.00	\$4,695.00	\$24,910.00	\$23,360.00

NOTES

1. Crew Rates shown are for typical personnel (as indicated above) & equipment. Manhours & equipment included are shown on separate crew detail sheets; modify crew makeup/hours & equipment if/as
2. Daily Rates assume 8-hour days and typical crew personnel & equipment. Initial Day rates include time for document preparation, mobilization and demobilization, etc. See details on appropriate Team/Crew
3. Additional manhours and costs may apply for projects with significant requirements for research, planning, document prep, or logistics, or for mobilization/demobilization involving remote sites &/or long distances, or for use of specialized inspection/testing equipment, etc.
4. The above rates are for the field effort only. Per diem and travel expenses are additional
5. Additional costs apply for office manhours to compile field notes, review/edit photos, write
6. For jobs longer than 4 days, use Weekly Equip Rates (generally, 1 week rate = 4 x daily rate; see details). For extended jobs with one or more partial weeks use daily rates, not partial weekly rates, for the partial
7. Weekly Labor rates assume 1 week = 5 working days, 8 hours per
8. If above water & topside investigations are performed by an on-site dive crew, typically two men will do the above water work with a boat and the remainder will do topside. Assume above water & topside personnel accordinalv. but use non-Diver rates to set crew rate.



**ON-CALL ENGINEERING SERVICES FOR THE
MARINE OIL TERMINAL AND ENGINEERING MAINTENANCE STANDARDS PROGRAM**

Moffatt & Nichol

Diving Equipment	DAILY RATE	WEEKLY RATE
<u>Surface-Supplied Air Diving Station - 3 man crew</u> Diving Helmets &/or Full-Face Masks (minimum total 2), Control Station, Hardwire Communications, Low Pressure (LP) Compressor &/or Breathing Air K-Bottles, Volume Tank(s), Umbilicals, Wet and/or Dry Suits, U/W Dive Lights, Weights, Bailout	\$425.00	\$1,700.00
<u>Surface-Supplied Air Diving Station - 4 or 5 man crew</u> Same as 3-man SSA crew above, but with minimum of <u>three</u> Diving Helmets &/or Full-Face Masks (and all associated additional gear and peripherals), capable of supporting 2 divers at the same time.	\$525.00	\$2,100.00
<u>Scuba Dive Station - 4 man crew</u> Minimum three complete Scuba setups including Buoyancy Compensators, Air Cylinders (typ. 7 ea, 80-100 cf), Wet and/or Dry Suits, Weights, Masks, Regulators, Secondary Air Sources (typ. 30-50 cf cylinders with regulators), Safety Lines, UW Dive Lights, Backboard, Medical Kit, O2 Kit, and Peripherals	\$285.00	\$1,140.00
<u>Scuba Dive Station - 4 man crew with Hard-Wire Comms added:</u> Same as 4-man Scuba crew above, but with all appropriate gear to maintain hard-wired communications from Diver(s) to Supervisor.	\$350.00	\$1,400.00
<u>Scuba Dive Station - 3 man crew [Not recommended. Not for EM-385]</u> Harness/Tether System & Hard-Wire Comms REQUIRED. Otherwise, same as 4-man Scuba crew above, but minimum <u>two</u> complete Scuba setups instead of 3, with all assoc'd gear & peripherals.	\$285.00	\$1,140.00
High Pressure (HP) Compressor	\$145.00	\$580.00
Recompression Chamber and Associated Peripherals (5-day minimum)	-----	\$6,900.00
<u>Consumables - Diving</u> Batteries, Gloves, Air Fills, Compressor Filters/Fuel/Oil, Generator, Fuel/Oil, Ropes/Lines, Hand Tools for Underwater Use, etc.	\$50.00	\$250.00
Breathing Air Cylinder Rental	\$20.00	\$100.00
Non-Destructive & Partially Destructive Testing Equip't	DAILY RATE	WEEKLY RATE
Bathycorrometer	\$150.00	\$600.00
Ultrasonic thickness Meter	\$75.00	\$300.00
Electronic Depth Sounder with Transducer	\$25.00	\$100.00
Fathometer, Recording (3-day minimum)	\$200.00	\$800.00
Differential GPS unit	\$200.00	\$800.00
Dissolved Oxygen Testing Equipment	\$150.00	\$600.00
<u>Electric Concrete Core Drill Package (Above Water only)</u> Drill & assoc'd Stand, Pumps, etc.; 1 ea 2" & 4" ID Bits (add'l for Gen'r)	\$200.00	\$800.00
<u>Hydraulic Concrete Coring Package (Underwater or Above Water) Hydraulic Power Pack, 200LF Hose, Drill & assoc'd, 1 ea 2" & 4" ID Bits</u>	\$350.00	\$1,400.00
<u>Add'l Concrete Coring Bits (typ. use one each 2" & 4" bit on each project):</u>	\$185.00	each
2" ID core drill bit (chloride sampling)		
4" ID core drill bit (transport properties, petrographic, compressive strength tests)	\$335.00	each
<u>Hydraulic Timber Coring Package (Underwater or Above Water) Hydraulic Power Pack, 200LF Hose, Drill & assoc'd, 2" ID Bits</u>	\$285.00	\$1,140.00
Pachometer or other Embedded Steel Locator	\$90.00	\$360.00
Schmidt Hammer	\$35.00	\$140.00
Boats & Vehicles	DAILY RATE	WEEKLY RATE
25 to 30-ft Dive Vessel (additional for fuel)	\$660.00	\$2,640.00



**ON-CALL ENGINEERING SERVICES FOR THE
MARINE OIL TERMINAL AND ENGINEERING MAINTENANCE STANDARDS PROGRAM**

Moffatt & Nichol

25 to 30-ft Dive Vessel with fuel (assume 10 gal/day x \$4)	\$700.00	\$2,840.00
17 to 24-ft Dive Boat (additional for fuel)	\$330.00	\$1,320.00
17 to 24-ft Dive Boat with fuel (assume 8 gal/day x \$4)	\$362.00	\$1,480.00
12 to 16-ft Inspection Boat with Motor (additional for fuel)	\$175.00	\$700.00
12 to 16-ft Inspection Boat with fuel (assume 5 gal/day x \$4)	\$195.00	\$800.00
Up to 11-ft Inspection Boat with Outboard Motor (additional for fuel)	\$115.00	\$460.00
Up to 11-ft Inspection Boat with Motor and Fuel (assume 2 gal/day x \$4)	\$123.00	\$500.00
Dive Van/Truck (additional for fuel, or \$0.75 per mile)	\$110.00	\$440.00
Support Vehicle - Light Truck, SUV (add'l for fuel, plus \$ per mile at Fed'l rate)	\$85.00	\$340.00
Tools & Miscellaneous	DAILY RATE	WEEKLY RATE
Consumables - Topside / Above Water. Batteries, hammers, flashlights, etc.	\$20.00	\$100.00
Generator - Lightweight Portable 2.5 kw or similar	\$40.00	\$160.00
Light Duty Airlift excavator Unit	\$35.00	\$140.00
Hydraulic Tools - Drill, Saw, Impact Wrench, etc [Drill incl. in Coring Pkg \$]	\$85.00	\$340.00
Hydraulic Power Pack (up to 10 GPM @ 2000psi) with hydraulic hose (up to 200-ft	\$150.00	\$600.00
Concrete Percussion Drill (e.g., to mount corer to side/bottom surfaces, etc.)	\$35.00	\$140.00
Compressor For Pneumatic & Dive Support Operations (up to 50CFM)	\$70.00	\$280.00
Confined Space Equipment: 4-Gas Meter, Tripod/Winch, (2) SCBAs (Self Contained	\$250.00	\$1,000.00
4-Gas Meter	\$35.00	\$140.00
Documentation Equipment	DAILY RATE	WEEKLY RATE
Above water Digital Camera	\$30.00	\$120.00
Underwater Digital Still Camera System	\$50.00	\$200.00
Underwater Digital Still Camera System with Clearwater Box	\$80.00	\$320.00
Underwater & Above Water GoPro HD Digital Video System in Housing	\$75.00	\$300.00
Underwater CCTV Video System w/ Topside Monitor, Digital Video Recorder	\$290.00	\$1,160.00
Coastal/Environmental Data Acquisition Equipment	DAILY RATE	WEEKLY RATE
RDI ADCP	\$120.00	\$480.00
Interocean S4 ADW	\$100.00	\$400.00
Aanderaa	\$140.00	\$560.00
Leica DGPS	\$40.00	\$160.00
Brancker Tide Gage TG-205	\$20.00	\$80.00
Edgetech Acoustic Release	\$30.00	\$120.00
Edgetech Deck Unit	\$50.00	\$200.00
Brancker Tide Gage DR-1050	\$10.00	\$40.00
Non-Dir Wave Gage	\$50.00	\$200.00
Popup Buoy	\$10.00	\$40.00
USGS suspended Sediment Sampler	\$75.00	\$300.00
Avon	\$10.00	\$40.00
2.5 hp outboard	\$10.00	\$40.00
Horizontal RDI ADCP	\$150.00	\$600.00
Turbidity Meter	\$10.00	\$40.00
YSI Water Quality Analyzer	\$25.00	\$100.00



B. Direct Cost Billing Procedures

The following narrative describes our general accounting policy with respect to the distinction between direct (project) costs and indirect (overhead) costs. The company's accounting system (Deltek Vision) allocates these costs as outlined herein:

In general, **direct project costs include amounts (labor or non-labor) that are directly attributed to the performance of a scope of work as defined by a contractual agreement.** The distinction of whether a direct cost can or cannot be billed to a client is not a defining factor in our costing system (i.e. non-reimbursable direct costs are posted to contracts and not indirect overhead accounts). Indirect (overhead) costs are those that cannot be directly attributed to a contract. These indirect costs, when divided by the company's total direct labor cost, provide the overhead rate of the company. Bid and proposal costs are considered overhead costs.

Labor Costs: All employees of the company are required to submit weekly timesheets that indicate how their time was spent during the week. Employees list the project numbers and the applicable time spent on each project in order to properly account for all hours worked. If an employee has non-project related time it will be charged to an indirect account which is also identified on the timesheet. As a result of this process, time cannot be in two places at the same time (i.e. in overhead and on a project).

Non-Labor Direct Costs: In general, if a cost is associated with a specific project at the time of purchase, it will be applied to the project and not to our overhead accounts. The vendor invoice will be marked with the project number and the charge will be directly applied to the project. These expenses usually consist of subconsultants, reprographic charges, mileage, normal phone time charges, meals, and travel expenses. The emphasis in this process is to accurately account for the cost of a project. Whether these charges can ultimately be billed to a client is not considered in the determination of whether or not to apply a cost to a project.

Non-Labor Indirect Costs: These types of costs are generally not specifically identifiable to a project and are considered overhead costs when purchased and are allocated consistently over all company projects via an overhead allocation.

EXHIBIT G

Company Name & Logo Address

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

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

Project Title:
 Agreement No.:
 Directive No.:

Consultant Contact:
 Telephone:

Task No.	Description	Fee Type	Contract Amount	Authorized Amount	% Comp	Amount Paid to Date	Prior Invoices	Current Invoice	Remaining Balance
1			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
2			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL		\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -

"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."

 Project Manager

MONTHLY SUBCONSULTANT MONITORING REPORT

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

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DVBE _____

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount
 * Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

EXHIBIT I

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

(844) 663-4411

EXHIBIT J - 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.

- 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 registers to do business with the City. The plan shall be subject to approval by the

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

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

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

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

EXHIBIT K

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

(1) SMALL/VERY 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.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

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 and LBPP requirements. 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.

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 Description Form

PRIME CONSULTANT:

Contract Title: On-Call Engineering Services for the MOTEMS Program
Business Name: Moffatt & Nichol Award Total: \$ TBD
Owner's Ethnicity: Caucasian Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES X NO _____ (Check only one)
Primary NAICS Code: 541330 Average Three Year Gross Revenue: \$ 133,000,000
Address: 3780 Kilroy Airport Way, Suite 750
City/State/Zip: Long Beach, CA 90806
County: Los Angeles
Telephone: (562) 590-6500 FAX: (562) 424-7489
Contact Person/Title: Omar Jaradat, PE, Project Manager
Email Address: ojaradat@moffattnichol.com

➤ I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBES of potential subcontracting opportunities associated with this RFP. X Yes (Please check)

SUBCONSULTANT:

Business Name: Integrated Engineering Management Award Total: \$ TBD
Services to be provided: Scheduling and Cost Estimating
Owner's Ethnicity: Caucasian Gender Female Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: 541330 Average Three Year Gross Revenue: \$ 3,800,000
Address: 302 W. 5th Street, Suite 207
City/State/Zip: San Pedro, CA 90731
County: Los Angeles
Telephone: (310) 221-0749 FAX: (310) 221-0859
Contact Person/Title: Behjat Zanjani, PE, CCM, President
Email Address: bzanjani@iemcm.com

SUBCONSULTANT:

Business Name: Earth Mechanics, Inc. Award Total: \$ TBD
Services to be provided: Geotechnical Engineering
Owner's Ethnicity: Asian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES X NO _____ (Check only one)
Primary NAICS Code: 541330 Average Three Year Gross Revenue: \$ 7.2M
Address: 17800 Newhope Street, Suite B
City/State/Zip: Fountain Valley, CA 92708
County: Orange County
Telephone: (714) 751-3826 FAX: (714) 751-3928
Contact Person/Title: Kandiah Arulmoli, PhD, PE, GE/Principal
Email address: arulmoli@earthmech.com

Consultant Description Form

SUBCONSULTANT:

Business Name: Scola & Associates, LLC Award Total: \$ TBD
Services to be provided: Grants & Funding
Owner's Ethnicity: Caucasian Gender Female Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO X (Check only one)
Primary NAICS Code: 541990 Average Three Year Gross Revenue: \$ 46,750
Address: 503 S. Central Avenue, #33
City/State/Zip: Glendale, CA 91202
County: Los Angeles
Telephone: (810) 632-9992 FAX: () n/a
Contact Person/Title: Lisa Scola, Owner
Email Address: lisa@scolaassoc.com

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
County: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

AFFIDAVIT OF COMPANY STATUS

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

Name of Firm

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

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

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.

(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

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

Signature: *Richard D. Steinke*
 Printed Name: Richard D. Steinke

Title: Vice President
 Date Signed: 07/13/16

ACKNOWLEDGMENT

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

State of California
 County of Los Angeles

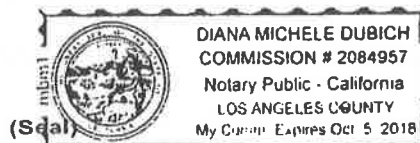
On 13 July 2016 before me, Diana Michele Dubich, Notary Public
 (insert name and title of the officer)

personally appeared Richard D. Steinke
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Diana Michele Dubich*



AFFIDAVIT OF COMPANY STATUS

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

Integrated Engineering Management (IEM)

Name of Firm

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

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

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(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Behjat Zanjani

Title: President
Date Signed: 6-30-16

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

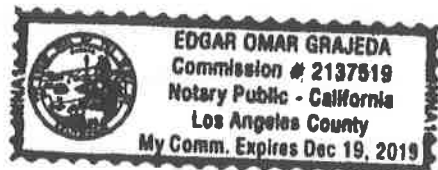
On June 30, 2016 before me, Edgar Omar Grajeda (Notary Public)
(Insert name and title of the officer)

personally appeared Behjat Zanjani
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



AFFIDAVIT OF COMPANY STATUS

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

Earth Mechanics, Inc.

Name of Firm

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

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

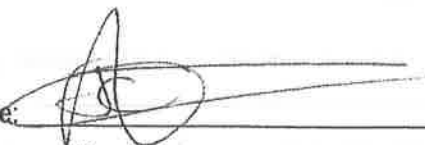
SBE VSBE MBE WBE DVBE OBE

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Only one box must be checked:

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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 
Printed Name: Kandiah Arulmoli, PhD, PE, GE

Title: Principal
Date Signed: June 29, 2016

ACKNOWLEDGMENT

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


State of California
County of Orange)

On June 29, 2016 before me, Jennifer Rover, Notary Public
(Insert name and title of the officer)

personally appeared Kandiah Arulmoli
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



AFFIDAVIT OF COMPANY STATUS

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

Scola & Associates, LLC.

Name of Firm

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

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

SBE VSBE MBE WBE DVBE OBE

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(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

LBE Non-LBE

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- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: *Lisa M. Scola*

Title: *President and Owner*

Printed Name: *Lisa Marie Scola*

Date Signed: *July 11, 2016*

ACKNOWLEDGMENT

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

State of California
County of *Los Angeles*

On *July 11, 2016* before me, *Nancy L. Mitchell, Notary Public*
(insert name and title of the officer)

personally appeared *Lisa M. Scola*
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nancy L. Mitchell* (Seal)

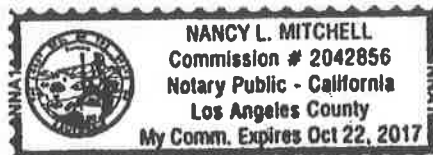


EXHIBIT L

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.