

SIXTH AMENDMENT TO  
PERMIT NO. 888  
EVERPORT TERMINAL SERVICES, INC.

Permit No. 888, as amended, between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Harbor Commissioners ("City"), and EVERPORT TERMINAL SERVICES, INC. ("Tenant"), is hereby amended a sixth time as follows:

1. Section 1(b). Section 1(b), following exercise of the option to extend term provided by Section 1(c), hereby is deleted in its entirety and replaced with the following provision:

“(b) Term. Unless earlier terminated in accordance with the provisions of Section 13, this Agreement shall have a term of forty-two (42) years beginning on January 1, 1997 and ending at midnight on December 31, 2038.”

2. Section 2(i). Section 2(i) hereby is deleted in its entirety and replaced with the following:

“(i) Negotiation of Successor Agreement. Not later than the end of the thirty-seventh (37<sup>th</sup>) year of the term of this Agreement on December 31, 2033, Tenant shall notify City in writing whether or not it intends to request City to grant a successor to this Agreement.”

3. Section 2(j). A new Section 2(j) hereby is added, as follows:

“(j) Addition of Lands Pursuant to Sixth Amendment. From and after the effective date of the Sixth Amendment of this Agreement, the Premises defined in this Section 2 shall be supplemented by the areas described as "Parcel 3" and "Parcel H" on Drawing 1-2059-2 Rev. 2, which drawing shall be denominated "Exhibit A5" in accordance with the convention provided in Section 2(b) hereof. Concerning Parcel 3, which possesses an area of 24.78 acres, only, notwithstanding the provisions of Section 4 of this Agreement: (a) from and after the effective date of this Sixth Amendment until the date of issuance of the Notice to Proceed identified in Section 5(c), the totality of Tenant's compensation obligation with respect to shall be One Hundred and Eighty-Six Thousand, Forty-Nine Dollars and Forty-Eight Cents (\$186,049.48) per month; (b) from and after the date of issuance of such Notice to Proceed until the date of Substantial Completion pursuant to Section 5(c)(2)(v), Tenant's compensation obligations for use and occupancy of "Parcel 3" shall be zero; and (c) on and after the date of Substantial Completion, Tenant's compensation obligations for use and occupancy of such "Parcel 3" shall

be determined pursuant to Section 4 of this Agreement. Also notwithstanding the provisions of Section 4 of this Agreement, on and after the date of Substantial Completion as identified on such written notice, and until the first (1<sup>st</sup>) anniversary of the date of Substantial Completion, Tenant shall pay no compensation for use and occupancy of "Parcel H."

4. Section 5(c). A new Section 5(c) hereby is added, as follows:

"(c) Sixth Amendment Improvements. Certain improvements as identified on Exhibit "D-2" hereto and hereinafter referred to as "Sixth Amendment Improvements" shall be designed and, following public bid and award and contracting processes and issuance of a single notice to proceed with construction issued by the Chief Harbor Engineer, Construction Division of City's Harbor Department ("Notice to Proceed"), shall be constructed by City at City's sole cost and expense. Such Sixth Amendment Improvements are not "Tenant Specific Improvements" described on Exhibit "D-2." The design and construction of such Sixth Amendment Improvements shall conform in all respects to applicable law, shall be constructed for maximum operational efficiency and safety and shall meet prevailing standards of quality of design and construction applicable to marine container terminals.

(1) Tenant acknowledges that the Sixth Amendment Improvements are being designed and constructed for Tenant's benefit, and covenants to timely undertake all reasonable acts necessary to facilitate City's efforts in such design and construction.

(2) Tenant shall inspect the Sixth Amendment Improvements for their suitability in the following manner:

(i) Tenant's Approval of Design. Before construction commences, Tenant shall review the design and layout of the Sixth Amendment Improvements and notify City in writing that it approves the scope of work and design intent of the Sixth Amendment Improvements. Contracts for construction shall not be advertised until Tenant has provided such written notice.

(ii) Sixth Amendment Improvements Acceptance. After Substantial Completion of the Sixth Amendment Improvements, Tenant agrees to accept the Sixth Amendment Improvements provided the construction substantially conforms to the previously approved construction documents as defined in Section 5(c)(2)(i), with such changes mutually agreed to by Tenant and City. Tenant's acceptance shall not waive City's or Tenant's rights

against the architect or contractor for their failure to comply with their contracts or for latent defects in the construction. City shall correct or cause the contractor(s) to correct construction defects, if any. Tenant's decision to operate any Sixth Amendment Improvements prior to the time the contractor(s) complete(s) all required work (assuming the permission of the City has been obtained), shall constitute acceptance under this subsection. Notwithstanding acceptance by the Tenant as contemplated herein, City shall remain obligated to cause the Sixth Amendment Improvements to be completed in a timely manner and at the City's sole cost and expense.

(iii) Changes to Sixth Amendment Improvements. City shall not be obligated to make any changes to the Sixth Amendment Improvements at the request of Tenant during or after construction. If City does make any such changes at Tenant's request, any delays and costs associated with such changes shall be the responsibility of Tenant.

(iv) Additions and Improvements of Terminal After Construction at Tenant's Expense. Any modification, improvement, or addition to the Premises and any equipment installation required by the Fire Department, Department of Building and Safety, Air Quality Management District, Regional Water Quality Control Board, Coast Guard, Environmental Protection Agency, or any other local, regional, state or federal agency in connection with Tenant's use and occupancy of the Premises which is required after Substantial Completion of the Sixth Amendment Improvements shall be undertaken at Tenant's sole cost and expense.

(v) Substantial Completion. The Term "Substantial Completion" as used in this Sixth Amendment with respect to the Sixth Amendment Improvements shall mean: (i) that stage of nearly complete construction of the Sixth Amendment Improvements in accordance with the plans and specifications described in Exhibit "D-2" which permits occupancy and use of the Sixth Amendment Improvements and premises by Tenant without material interference with Tenant's operations by reason of, and without substantial economic penalty due to, unfinished and/or defective City work or construction (minor deficiency items commonly referred to as "punch list" items need not be completed for purposes of achieving substantial completion,

so long as completion does not materially interfere with Tenant's use of the Premises); and (ii) that the berths and berth access have been dredged to a depth as specified in the project shown in Exhibit "D-2." Executive Director shall provide a written notice to Tenant stating the date of Substantial Completion."

5. Section 10(d). A new Section 10(d) is added, as follows:

"(d) Environmental Compliance and Mitigation Obligations.

For purposes of this Section 10(d), the term "Environmental Laws" shall mean the environmental laws and implementing regulations which are a subset of the applicable laws with which Tenant must comply pursuant to Section 15(c) of this Agreement and which are applicable to the Premises and/or Tenant's use and/or occupancy thereof, in their form on the effective date of this Sixth Amendment or as subsequently amended, or as may be promulgated during the term of this Agreement or any holdover. Such Environmental Laws include but are not limited to: CERCLA (as defined in Section 10(c)(1) of this Agreement) and its implementing regulations; RCRA (as defined in Section 10(c)(1) of this Agreement) and its implementing regulations; the federal Clean Water Act (33 U.S.C. Sections 1251-1376, et seq.) and its implementing regulations; the California Porter Cologne Water Quality Control Act (California Water Code, Division 7) and its implementing regulations; the federal Clean Air Act (42 U.S.C. Sections 7401-7601) and its implementing regulations; the California Clean Air Act of 1988 and its implementing regulations; the state Lewis Air Quality Act of 1976 and its implementing regulations; and any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns hazardous materials (as that term is used in Section 10(c)(1) of this Agreement, the Premises and/or Tenant's use and/or occupancy thereof.

In its use and occupancy of the Premises, Tenant shall comply (and shall immediately halt and remedy any incident of non-compliance) with: (a) Environmental Laws; (b) all applicable environmental policies, rules and directives of the Harbor Department as set forth on Exhibit "M" hereto; and (c) the environmental mitigation measures ("Mitigation Measures") and Mitigation Monitoring and Reporting Program (or "MMRP") and other Environmental Compliance Requirements, if any, set forth collectively in Exhibit "M" hereto. Tenant shall, immediately upon receipt, provide City with copies of any notices or orders or similar notifications received from any agency with jurisdiction regarding compliance with any Environmental Laws. Following the effective date of



this Agreement, upon mutual written agreement of the Board and Tenant, or through other measures incorporated into this Agreement, the Board may revise Exhibit "M".

Tenant shall submit to the City's Harbor Department any and all information that may be required to demonstrate compliance with the MMRP and any other requirements that may be set forth in this Agreement. City shall have the right to conduct, at its sole cost and expense, periodic audits of Tenant's compliance with the Mitigation Measures, MMRP and other requirements imposed by Exhibit "M". Tenant shall provide access to backup materials necessary for City to conduct such audits. Upon completion of such audits, should Tenant so request in writing, City shall provide Tenant with copies of any written reports or resulting from such audits.

6. Evergreen-Controlled Vessels. The Fifth Amendment of this Agreement, which concerns certain vessels which Tenant's parent, Evergreen Marine Corporation (Taiwan), Ltd. ("Evergreen") either operates for itself, or controls through its participation in asset-sharing arrangements or container services (including but not limited to container services operating under "joint services agreements" as that term is defined in 46 C.F.R. § 535.104(o)(1)) with vessel operators other than the tenants (and parents or affiliates of the tenants) that load or unload containers at their premises identified in Permit Nos. 827, 999, 733, 603, 881, 787 and 692 issued by City, or successors thereto, (collectively, "Evergreen-Controlled Vessels"), hereby is cancelled and replaced as follows.

- a. Exhibit "F." The Exhibit "F" TEU/Acre Rate Schedule attached hereto as Attachment 1 shall supersede and replace any previously applicable versions of such exhibit and shall be implemented to determine compensation obligations under Section 4 of the Agreement as of June 11, 2014 until such Exhibit "F" is superseded and replaced pursuant to Section 4(g)(2)(A) of the Agreement.
- b. Vessel Size Constraints. Should certain Evergreen-Controlled Vessels be inhibited from calling at the Premises because of their size in relation to the docking capabilities of the Premises' berths, commencing as of June 11, 2014, TEUs loaded onto or unloaded from Evergreen-Controlled Vessels that call at facilities in the Harbor District other than the Premises may apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule (pursuant to Section 4(c)) (but shall not contribute toward meeting Tenant's MAG pursuant to Section 4(d) as follows:
  - i. Not fewer than thirty (30) days before the subject Evergreen-Controlled Vessel's scheduled arrival in the San Pedro Bay, Tenant shall request in a writing

directed to Executive Director that TEUs loaded onto or unloaded from such vessel to apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule (but shall not contribute toward meeting Tenant's MAG), which written request shall: (i) provide the name of the subject Evergreen-Controlled Vessel; (ii) identify the facility within the Harbor District other than the Premises at which Tenant proposes the subject Evergreen-Controlled Vessel call; and (iii) provide a detailed explanation of the reasons the Premises' berth(s) cannot accommodate the subject Evergreen-Controlled Vessel. Notwithstanding the foregoing, in the event of an unscheduled re-routing of an Evergreen-Controlled Vessel to the Harbor District, Tenant may tender the foregoing written request as soon as reasonably practicable following such unscheduled re-routing. In submitting any such requests, Tenant covenants to provide information and documents reasonably requested by Executive Director to substantiate such requests.

- ii. Within thirty (30) days following its receipt of a written request from Tenant in compliance with the provisions set forth in Section 6(b)(i) of this Sixth Amendment, Executive Director in his or her sole reasonable discretion shall grant or deny such request in writing by stating whether TEUs loaded or unloaded from the identified Evergreen-Controlled Vessel shall apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule. Consent to such requests shall not be unreasonably withheld, conditioned or delayed.

- c. Construction of Sixth Amendment Improvements. During the period commencing on the effective date of the Sixth Amendment up to and including the date which is six (6) weeks following the date of Substantial Completion, should certain Evergreen-Controlled Vessels be inhibited from calling at the Premises because of construction of Sixth Amendment Improvements, TEUs loaded onto or unloaded from Evergreen-Controlled Vessels that call at facilities in the Harbor District other than the Premises may apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule (pursuant to Section 4(c)) (but shall not contribute toward meeting Tenant's MAG pursuant to Section



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4(d) as follows, using the same procedure as set forth in subparagraphs (b)(i) and (b)(ii) above.

- d. Replacement of Section 4(h). Section 4(h) is deleted in its entirety and replaced with the following:

“(h) Annual Payment Adjustments. Upon completion of each compensation year, City shall determine Tenant's actual TEUs per acre efficiency during the compensation year just completed. City shall then issue an invoice or credit to Tenant for the difference, if any, in the amount paid by Tenant during the compensation year immediately past and the adjusted amount due and payable to City for such compensation year. A sample illustration of the manner in which compensation is intended to be calculated on and following December 23, 2014 is attached hereto as Exhibit F-1. City shall exercise diligence to issue such invoice within sixty (60) days following the end of such compensation year or as soon thereafter as reasonably practicable. Within thirty (30) days after issuance of City's invoice, Tenant shall remit to City the full amount invoiced (unless a credit invoice is issued). The same efficiency bracket shall apply for the new compensation year, in accordance with subsection (g) of this Section 4.”

7. No Changes Except as Stated Herein. Except as expressly amended herein, all remaining terms and conditions of the Agreement, shall remain the same.

8. Effective Date of Sixth Amendment. The effective date of this Sixth Amendment shall be upon execution by the Executive Director and Board Secretary after approval of the City Council of the Resolution approving this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Permit No. 888 on the date to the left of their signatures.

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

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary

Dated: April 24, 2018

EVERPORT TERMINAL SERVICES, INC.

By: \_\_\_\_\_  
George Lang PRESIDENT  
(Type/Print Name and Title)

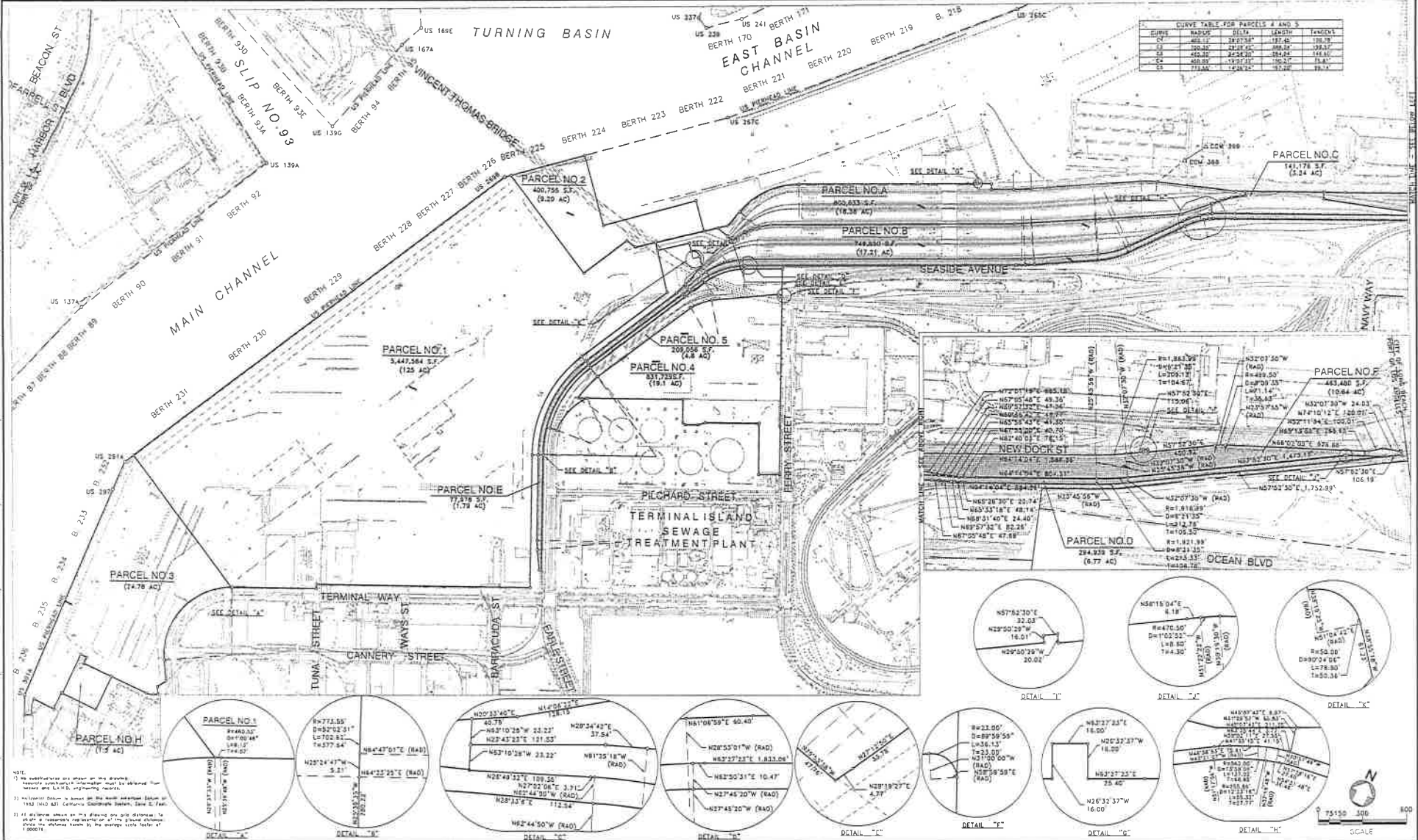
Attest: \_\_\_\_\_  
Siing Hweil Wang Chairman  
(Type/Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

026, 2018  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
STEVEN Y. OTERA, Deputy City Attorney

SYO:ila/jpr



**EXHIBIT D-2**  
**ADDITIONAL IMPROVEMENTS TO BE CONSTRUCTED BY CITY**  
**BERTHS 226-236 [EVERPORT] CONTAINER TERMINAL IMPROVEMENTS PROJECT**

The proposed Berths 226-236 Everport Terminals Inc. (Tenant) Container Terminal Improvements Project consists of multiple enhancements to the existing terminal.

The following is a general description of the improvements to the existing terminal that shall be the responsibility of City to design and construct:

- Dredging at Berths 226-229 to -53’;
- Underwater bulkhead at Berths 226-229;
- Dredging at Berths 230-232 to -47’;
- Two (2) new Alternative Maritime Power (AMP) boxes at Berths 226-229;
- Three (3) new Alternative Maritime Power (AMP) boxes at Berths 230-232;
- Provide sufficient power to accommodate additional three (3) 100’ gauge single hoist cranes similar to existing ZPMC cranes on the premises, and provide additional three (3) crane cable-horn connection vaults;
- Development of Parcel H including grading, paving, lighting, and storm drain system; and
- Relocation, protection, modification, and/or removal of utilities, fire hydrants, lighting, and technical infrastructure as required.

The following detailed descriptions relate only to the project areas mentioned above. Unless otherwise stated, City provides the infrastructure necessary for the proposed project and Tenant provides all equipment, wiring (non-power infrastructure), furnishings, booths, terminal operating systems, and any other features necessary to safely operate the terminal. All current codes, regulations, and standards shall be followed. City and Tenant design and construction shall be concurrent and closely coordinated.

**WHARF - EXISTING**

**A. Berths 226-229 (New Work at Existing Wharf)**

1. Dredging: Dredge Berths 226-229 to a depth of -53’ Mean Lower Low Water (MLLW).
2. Underwater Bulkhead: Bulkhead shall be designed using sheet piles approximately 1500 linear feet to accommodate new dredging.
3. Utilities:
  - a. Electric Power System:
    - i. Alternative Maritime Power (AMP): Berths 226-229 are currently equipped with two (2) AMP shore to ship electrical connection vaults. The Berths 226-229 existing AMP substation shall be modified to incorporate two (2) additional AMP vaults, resulting in a total of four (4) AMP vaults. AMP connection voltage shall be 6.6kV, 3 phase, 60 Hz.

**B. Berths 230-232 (New Work at Existing Wharf)**

1. Dredging: Dredge Berths 230-232 to a depth of -47’ (MLLW).
2. Utilities:
  - a. Electric Power System:
    - i. Alternative Maritime Power (AMP): Berths 230-232 are currently equipped with one (1) AMP shore to ship electrical connection vault. The Berths 230-232 AMP existing substation shall be modified to incorporate

three (3) additional AMP vaults, resulting in a total of four (4) AMP vaults. AMP connection voltage shall be 6.6kV, 3 phase, 60 Hz.

**C. Berths 230-236**

4. There are no wharf improvements to Berths 230-236 included in the terminal improvements project.

**BACKLAND - EXISTING**

**A. Berths 226-229**

1. Utilities:

a. Electric Power System:

- i. The electrical system for the crane is designed to install a new industrial station (IS) service, with a new Department of Water (DWP) transformer, located adjacent to existing MS-1 substation, to provide redundancy to the crane electrical system, and is designed to expand and support three (3) additional cranes, similar to existing ZPMC cranes on the premises.

**B. Berths 230-235**

1. There are no improvements to Berths 230-235 backland in the terminal improvements project.

**C. Berth 236**

1. Pavement:

- a. Pavement Improvements: 1.5 acre Parcel H shall be graded and paved with 17" of crushed miscellaneous base (CMB) on 7" of asphalt concrete (AC) pavement. New AC pavement shall match existing grades. Existing maintenance holes, catch basins, and utility vaults shall be raised to finish grade.

2. Utilities:

- a. Storm drain sand filter trench shall be designed to treat the rain water from the pavement improvements.
- b. One (1) LED high mast light pole shall be designed to provide Parcel H area lighting.

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Everport Terminal  
 Permit No. 888 - Sixth Amendment  
**TEU/ACRE RATE SCHEDULE**

Exhibit F

I) Sliding Scale	Efficiency Bracket *		Calendar 2018 Rate Per TEU
		0	2699
	2700	2799	\$ 67.96
	2800	2899	\$ 66.45
	2900	2999	\$ 65.02
	3000	3099	\$ 63.66
	3100	3199	\$ 62.42
	3200	3299	\$ 61.26
	3300	3399	\$ 60.13
	3400	3499	\$ 59.11
	3500	3599	\$ 58.11
	3600	3699	\$ 57.18
	3700	3799	\$ 56.28
	3800	3899	\$ 55.45
	3900	3999	\$ 54.67
	4000	4099	\$ 53.89
	4100	4199	\$ 53.19
	4200	4299	\$ 52.53
	4300	4399	\$ 51.84
	4400	4499	\$ 51.25
	4500	4599	\$ 50.67
	4600	4699	\$ 50.07
	4700	4799	\$ 49.51
	4800	4899	\$ 48.99
	4900	4999	\$ 48.52

II) MAG PER ACRE	<b>2612 TEUs</b>
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III) INCREMENTAL TEUs applicable to each steps			
	5000	5999	\$ 37.36
	6000	6999	\$ 29.89
	7000	7999	\$ 19.04
	8000	8999	\$ 7.94
	9000	+	\$ 5.30

Total TEU charges include the charges derived from the efficiency bracket rate plus charges for Incremental TEUs. All rates apply to compensation year 2018 only and are subject to changes as described in Section 4.

\* Range expressed in TEUs per Acre.

# Exhibit F-1

## Illustration of Amendment #6 Everport Rate Calculations and Inclusion of TEUS Moved by Authorized Vessels through Other POLA Terminals

Everport Terminal Compensation Review		
Hypothetical End of Compensation Year Under <i>Proposed Terms</i>		
Step #1 Calculate Compensation As If All TEUs Handled At Berths 226-236		
TEUs Through Everport Terminal		900,000.00
Percent Everport Terminal Empty		22.00%
Empty TEUs In Excess of 20%		18,000.00
TEUs On Authorized Vessels At Other Terminals		300,000.00
Percent Authorized At Other Terminals Empty		25.00%
Empty TEUs In Excess of 20%		15,000.00
TEUs Subject To Empty Discount		33,000.00
Efficiency TEUs		1,167,000.00
Efficiency Acres		158.10
Efficiency Per Acre		7,381.40
Efficiency TEUs By Category (Ex Discounted Mtys):		
Efficiency Level:	4,999	790,341.90
2018 Lookup Rate:		\$ 48.52
Revenue		\$ 38,347,388.99
5,000 - 5,999		158,100.00
2018 Rate:		\$ 37.36
Revenue		\$ 5,906,616.00
6,000 - 6,999		158,100.00
2018 Rate:		\$ 29.89
Revenue		\$ 4,725,609.00
7,000 - 7,999		60,458.10
2018 Rate:		\$ 19.04
Revenue		\$ 1,151,122.22
8,000 - 8,999		-
2018 Rate:		\$ 7.94
Revenue		\$ -
9,000 +		-
2018 Rate:		\$ 5.30
Revenue		\$ -
Total Efficiency TEUs		1,167,000.00
Total Efficiency Revenue		\$ 50,130,736.21
Revenue/TEU		\$ 42.96
Above Rate Rounded 2 Places		

Step #1 Apply Preceding Revenue Per TEU To TEUs Actually Handled At Berths 226-236		
TEUs Through Everport Terminal		900,000.00
Empty TEUs In Excess Of 20%		18,000.00
Efficiency TEUs		882,000.00
Rate Previously Calculated		\$ 42.96
Total Efficiency Revenue		\$ 37,890,720.00
Empty TEUs Subject To Discount		18,000.00
2018 Rate Per Discounted Empty TEU		\$ 9.33
Revenue From Discounted Empty TEUs		\$ 167,940.00
Total TEU Revenue		\$ 38,058,660.00
Transferred Merchandise Discount		
Average Revenue/Full TEU		\$ 42.96
Everport Terminal Transship Full TEUs		35.25
Discount On Transship Full TEUs		\$ (757.17)
Average Revenue/Empty TEU		\$ 39.90
Everport Terminal Transship Empty TEUs		12,737.00
Discount On Transship Empty TEUs		\$ (254,120.52)
Final TEU Everport Terminal TEU Revenue		\$ 37,803,782.31

## Exhibit M

# FINAL MITIGATION MONITORING AND REPORTING PROGRAM

## Berths 226-236 [Everport] Container Terminal Improvements Project Environmental Impact Statement/ Environmental Impact Report



September 2017

Prepared by:

Los Angeles Harbor Department  
Environmental Management Division  
425 S. Palos Verdes Street  
San Pedro, CA 90731

With assistance from:



APP No. 131015-136  
SCH No. 2014101050



US Army Corps  
of Engineers

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**Table 1. Mitigation Monitoring and Reporting Program Summary for the Berths 226-23 [Everport] Container Terminal Improvements Project**

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
<b>Air Quality and Meteorology</b>		
<p><b>MM AQ-1. Harbor Craft Used during Construction.</b> Harbor craft used during construction must be equipped with U.S. Environmental Protection Agency (EPA) Tier 3 engine standards or cleaner at all times during construction.</p>	<p><b>Timing:</b> During specified construction phases.</p> <p><b>Methods:</b> LAHD will include MM AQ-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.</p> <p>This measure shall be met unless one the following circumstances exist and the contractor is able to provide proof that such circumstances:</p> <ul style="list-style-type: none"> <li>▪ A piece of specialized equipment is unavailable in a controlled form, or within the required Tier level, within the state of California, including through a leasing agreement;</li> <li>▪ A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available;</li> <li>▪ A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.</li> </ul>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<p><b>MM AQ-2. On-Road Trucks Used during Construction.</b> On-road trucks shall comply with EPA 2010 on-road emission standards or better, unless the contractor provides a written finding consistent with project contract or lease management requirements and obtains written approval from the</p>	<p><b>Timing:</b> During specified construction phases.</p> <p><b>Methods:</b> LAHD will include MM AQ-2 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b></p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
Lead Agency that such equipment is unavailable.	<p>construction.</p> <p>A written finding must demonstrate that one the following circumstances exist:</p> <ul style="list-style-type: none"> <li>▪ A piece of specialized equipment is unavailable in a controlled form, or within the required Tier level, within the state of California, including through a leasing agreement.</li> <li>▪ A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.</li> <li>▪ A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.</li> </ul>	Environmental Management Division, Construction Management Division
<p><b>MM AQ-3. Non-Road Construction Equipment</b> (except vessels, harbor craft, on-road trucks, and dredging equipment). All non-road construction equipment greater than 50 hp must meet EPA Tier 4 emission standards, unless the contractor provides a written finding consistent with project contract or lease management requirements and obtains written approval from the Lead Agency that such equipment is unavailable.</p>	<p><b>Timing:</b> During specified construction phases.</p> <p><b>Methods:</b> LAHD will include MM AQ-3 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.</p> <p>A written finding must demonstrate that one the following circumstances exist:</p> <ul style="list-style-type: none"> <li>▪ A piece of specialized equipment is unavailable in a controlled form, or within the required Tier level, within the state of California, including through a leasing agreement.</li> </ul>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
	<ul style="list-style-type: none"> <li>▪ A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project, but the application process is not yet approved, or the application has been approved, but funds are not yet available.</li> <li>▪ A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment, but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment, but no dealer within 200 miles of the project has the controlled equipment available for lease.</li> </ul>	
<p><b>MM AQ-4. Cargo Ships Used During Construction.</b> All ships and barges used primarily to deliver construction-related materials or cranes shall comply with the expanded Vessel Speed Reduction Program (VSRP) of 12 knots between 40 nautical miles (nm) from Point Fermin and the Precautionary Area.</p>	<p><b>Timing:</b> During specified construction phases.</p> <p><b>Methods:</b> LAHD will include MM AQ-4 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<p><b>MM AQ-5. General Construction Mitigation Measure.</b> All dredging equipment must be electric; however, this is subject to availability of the equipment. For MM AQ-1 through MM AQ-4, if a CARB-certified technology becomes available that is as good as or better than the existing measure in terms of emissions performance, the technology could replace the existing technology if approved by LAHD.</p>	<p><b>Timing:</b> During specified construction phases.</p> <p><b>Methods:</b> LAHD will include MM AQ-5 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<p><b>MM AQ-6. Vessel Speed Reduction Program (VSRP).</b> Starting January 1, 2019 and thereafter, 95 percent of Evergreen ships calling at the Everport Container Terminal shall be required to comply with the expanded VSRP at 12 knots between 40 nm from Point Fermin and the Precautionary Area. Starting January 1, 2026, 95 percent of all ships calling at the Everport</p>	<p><b>Timing:</b> Throughout operation.</p> <p><b>Methods:</b> LAHD will include MM AQ-6 in the lease agreement with tenant. LAHD will monitor implementation of mitigation measures during</p>	<p><b>Implementation:</b> LAHD and Everport</p> <p><b>Monitoring and Reporting:</b> Environmental Management</p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
<p>Container Terminal will follow this requirement. Alternative Compliance Plans will be considered where a different speed that would result in fewer emissions compared to the current speed limits.</p> <p>Any alternative compliance plan shall be submitted to LAHD at least 90 days in advance for approval and shall be supported by data that demonstrates the ability of the alternative compliance plan for the specific vessel and type to achieve emissions reductions comparable to or greater than those achievable by compliance with VSRP. The alternative compliance plan shall be implemented once written notice of approval is granted by the LAHD.</p>	operation.	Division
<p><b>MM AQ-7. Alternative Maritime Power (AMP).</b> By 2020 or upon substantial completion of construction, 90 percent of Evergreen ships calling at the Everport Terminal must use AMP. By 2026, 95 percent of all ship calls at the Everport Container Terminal must use AMP or approved equivalent under the CARB Shore-Power Regulation. The equivalent alternative technology must, at a minimum, meet the emissions reductions that would be achieved from AMP.</p>	<p><b>Timing:</b> Throughout operation.</p> <p><b>Methods:</b> LAHD will include MM AQ-7 in the lease agreement with tenant. LAHD will monitor implementation of mitigation measures during operation.</p>	<p><b>Implementation:</b> LAHD and Everport</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division</p>
<p><b>LM AQ-1. Replacement of Equipment and Review of New Technology.</b> When the tenant needs to replace or turnover equipment in its fleet, the tenant shall meet with the LAHD to determine if something is feasible or technologically available that may result in fewer emissions. If any kind of technology becomes available and is shown to be as good as or better than the existing measure in terms of emissions reduction performance, the technology could replace the requirements of other mitigation measures pending approval by LAHD.</p> <p>LAHD shall require the tenant to review any new emissions-reduction technology for feasibility and report back to LAHD every five years beginning five years after lease agreement if no new purchase or equipment turnover occurs sooner as noted in the abovementioned paragraph. If LAHD and tenant determine the technology is feasible in terms of cost and operations, the tenant shall work with LAHD to implement such technology.</p>	<p><b>Timing:</b> Throughout operation.</p> <p><b>Methods</b> LAHD will include LM AQ-1 in the lease agreement with tenant. LAHD will monitor implementation of lease measures during operation.</p>	<p><b>Implementation:</b> LAHD and Everport</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division</p>
<p><b>LM AQ-2: Priority Access System.</b> A priority access system shall be evaluated to identify one or more ways to provide preferential access to zero- and near-zero-emission trucks. The tenant shall provide a report to LAHD on preferential access system options by January 1, 2020.</p>	<p><b>Timing:</b> Throughout operation.</p> <p><b>Methods:</b> LAHD will include LM AQ-2 in the lease agreement with tenant. LAHD will monitor implementation of lease measures during operation.</p>	<p><b>Implementation:</b> LAHD and Everport</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division</p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
<b>Biological Resources</b>		
<p><b>MM BIO-1: Protect Marine Mammals.</b> Although it is expected that marine mammals will voluntarily move away from the area at the commencement of the vibratory or “soft start” of pile driving activities, as a precautionary measure, pile driving activities occurring as part of the sheet pile and king pile installation will include establishment of a safety zone, by a qualified marine mammal professional, and the area surrounding the operations (including the safety zones) will be monitored for marine mammals by a qualified marine mammal observer.<sup>1</sup></p> <p>The pile driving site will move with each new pile; therefore, the safety zones will move accordingly.</p> <p><sup>1</sup> Marine mammal professional qualifications shall be identified based on criteria established by LAHD during the construction bid specification process. Upon selection as part of the construction award winning team, the qualified marine mammal professional shall develop site specific pile driving safety zone requirements, which shall follow NOAA Fisheries Technical Guidance Assessing the Effects of Anthropogenic Sound on Marine Mammal Hearing (NOAA Fisheries 2016) in consultation with the Acoustic Threshold White paper prepared for this purpose by LAHD (LAHD 2017). Final pile driving safety zone requirements developed by the selected marine mammal professional shall be submitted to LAHD Construction and Environmental Management Divisions.</p>	<p><b>Timing:</b> Throughout pile driving operations.</p> <p><b>Methods:</b> LAHD shall include MM BIO-1 in the contract specifications for construction. LAHD shall monitor implementation of mitigation measures during construction.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<b>Cultural Resources</b>		
<p><b>MM CR-1: Historic Resource Recordation.</b> Prior to demolition of the former Canner’s Steam Company Plant (located within the 22-acre backland area shown in Figure 2-4 of Chapter 2, Project Description, and Figure 3.4-6 of Section 3.4, Cultural Resources of the Draft EIS/EIR), archival documentation of the building will be completed in the form of a Historic American Building Survey (HABS) that shall comply with the Secretary of the Interior’s Standards for Architectural and Engineering Documentation. The documentation shall include large-format photographic recordation, detailed historic narrative report, and compilation of historic research. The documentation shall be completed by a qualified architectural historian and shall be placed in the Port archives.</p>	<p><b>Timing:</b> Prior to the demolition of the former Canner’s Steam Company Plant.</p> <p><b>Methods:</b> LAHD shall complete MM CR-1 prior to commencement of demolition activities. LAHD shall retain a qualified archaeologist to evaluate any potential finds prior to demolition.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<p><b>MM CR-2: Completion of Phase I Cultural Resource Investigation.</b> A Phase I investigation shall be completed by a qualified archaeologist for all un-surveyed areas of the 22-acre backlands (shown in Figure 2-4 of Chapter 2, Project Description, and Figure 3.4-6 of Section 3.4, Cultural Resources of the Draft EIS/EIR) to rule out the presence of significant resources. Phase II and III investigations shall be completed if significant</p>	<p><b>Timing:</b> Prior to construction within the 22-acre backlands expansion area.</p> <p><b>Methods:</b> LAHD shall complete MM CR-2 prior to commencement of construction activities of the 22-acre backlands. LAHD shall retain a qualified archaeologist</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction</p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
archaeological resources are not ruled out. Furthermore pre-construction worker training shall be completed if significant resources are not ruled out. Furthermore, pre-construction worker training shall be completed as described in MM CR-3.	to evaluate any potential finds prior to construction.	Management Division
<b>MM CR-3: Pre-construction Worker Training.</b> Prior to the commencement of landside construction activities, qualified archaeologist and paleontologist retained by the LAHD or their designee shall provide training to construction personnel to provide information on regulatory requirements for the protection of cultural resources. This training may take the form of examples of cultural resources to look for and protocols to follow if discoveries are made. The archaeologist/paleontologist shall develop the training and any supplemental materials necessary to execute said training.	<b>Timing:</b> Prior to construction activities. <b>Methods:</b> LAHD shall include MM CR-3 in the contract specifications so that a qualified archaeologist shall perform the training to all construction personnel related to the protection of cultural resources.	<b>Implementation:</b> LAHD through Construction Contractor <b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division
<b>SC CR-1: Stop Work in the Area if Prehistoric and/or Archaeological Resources are Encountered.</b> In the unlikely event that any prehistoric artifact is encountered during construction, work shall be immediately stopped and the area secured until the materials found can be assessed by a qualified archaeologist.	<b>Timing:</b> Throughout construction. <b>Methods:</b> LAHD shall include SC CR-1 in the contract specifications for construction. LAHD shall monitor implementation of standard conditions of approval during construction.	<b>Implementation:</b> LAHD through Construction Contractor <b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division
<b>SC CR-2: Unanticipated Discovery of Paleontological Resources.</b> In the event that a paleontological resource is encountered during construction, the contractor shall stop construction and a qualified paleontologist shall evaluate the significance of the resource. Additional monitoring recommendations may be made at that time. If the resource is found to be significant, the paleontologist shall systematically remove and stabilize the specimen(s) in anticipation of preservation. Curation of the specimen shall be in a qualified research facility, such as the Los Angeles County Natural History Museum.	<b>Timing:</b> Throughout construction. <b>Methods:</b> LAHD shall include SC CR-2 in the contract specifications for construction. LAHD shall monitor implementation of standard conditions of approval during construction.	<b>Implementation:</b> LAHD through Construction Contractor <b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division
<b>Greenhouse Gas Emissions</b>		
<b>MM GHG-1 – LED Lighting.</b> All fixtures on the high mast poles at the Everport Container Terminal shall be replaced with LED fixtures or a technology with similar energy-saving capabilities.	<b>Timing:</b> Tenant must complete replacement of lighting by December 31, 2020. <b>Methods:</b> Tenant shall include MM GHG-1 in the construction specifications.	<b>Implementation:</b> Tenant through its own construction contractor in conjunction with LAHD <b>Monitoring and Reporting:</b> Environmental Management

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
		Division, Construction Management Division
<p><b>MM GHG-2 – Solar Electricity.</b> Photovoltaic panels shall be installed over the employee parking lot as part of the development of the 22 acres, pending a feasibility study.</p>	<p><b>Timing:</b> Feasibility study must be conducted prior to design and construction of the 22-acre backlands.</p> <p><b>Methods:</b> Tenant shall include MM GHG-2 and its feasibility potential into construction specifications</p>	<p><b>Implementation:</b> Tenant through its own construction contractor in conjunction with LAHD</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>
<p><b>LM GHG-1: GHG Credit Fund.</b> Proposed Project GHG emissions are 99,856 metric tons of CO<sub>2</sub>e above the CEQA Baseline in the peak year of operations in 2038. They exceed the 10,000 metric ton CO<sub>2</sub>e significance threshold by 99,856 metric tons. Because operational GHG emissions exceed the significance threshold with the incorporation of all feasible mitigation measures, LAHD shall establish a carbon offset fund, which may be accomplished through a Memorandum of Understanding with the California Air Resources Board or another appropriate entity, to mitigate project GHG impacts to the maximum extent feasible. The fund shall be used for GHG-reducing projects and programs on Port of Los Angeles property. It shall be the responsibility of the Tenant to contribute to the fund. Fund contribution shall be the equivalent of 1 percent of the minimum annual guarantee (MAG) at the time that project construction will commence. This amount will be approximately \$300,000, payable upon substantial completion of Project construction. This amount is appropriate because it takes into account the tenant’s actual container throughput and assesses a fee in correlation with the facility’s GHG contribution level. If LAHD is unable to establish the fund within a reasonable period of time, the Tenant shall instead purchase credits from an approved GHG offset registry in the amount of approximately \$300,000.</p>	<p><b>Timing:</b> Payable upon substantial completion of Project construction.</p> <p><b>Methods:</b> LAHD shall include LM GHG-1 in the lease agreement with tenant. LAHD shall monitor implementation of mitigation measures during operation.</p>	<p><b>Implementation:</b> LAHD and Everport</p> <p><b>Monitoring and Reporting:</b> Environmental Management Division</p>
<b>Noise</b>		
<p><b>MM NOI-1: Noise Reduction during Pile Driving.</b> The contractor shall be required to use a pile driving system which is capable of limiting maximum noise levels at 50 feet from the pile driver to 104 dBA, or less, for wharf construction.</p>	<p><b>Timing:</b> Throughout pile driving operations.</p> <p><b>Methods:</b> LAHD shall include MM NOI-1 in the contract specifications for construction. LAHD shall monitor implementation of mitigation measures during construction.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor</p> <p><b>Monitoring and Reporting:</b> Environmental Management</p>

Mitigation Measure, Lease Measure or Standard Condition of Approval	Timing and Methods	Responsible Parties
		Division, Construction Management Division
<p><b>MM NOI-2: Utilize Temporary Noise Attenuation Curtain Adjacent to Pile Driving Equipment.</b> If under MM NOI-1 the reduced pile driving noise exceeds 103 dBA at 50 feet from the pile driver, utilize temporary noise attenuation curtain suitable for pile driving equipment as needed. This noise attenuation device should be installed directly between the equipment and the nearest noise sensitive receptor to the construction site.</p>	<p><b>Timing:</b> Throughout pile driving operations.  <b>Methods:</b> LAHD shall include MM NOI-2 in the contract specifications for construction. LAHD shall monitor implementation of mitigation measures during construction.</p>	<p><b>Implementation:</b> LAHD through Construction Contractor  <b>Monitoring and Reporting:</b> Environmental Management Division, Construction Management Division</p>