

FIRST AMENDMENT
TO AMENDED AND RESTATED AGREEMENT NO. 17-3425-A
BETWEEN THE CITY OF LOS ANGELES AND
GENERAL ELECTRIC TRANSPORTATION PARTS, LLC

THIS FIRST AMENDMENT to Amended and Restated Agreement No. 17-3425-A 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 GENERAL ELECTRIC TRANSPORTATION PARTS, LLC ("GE"), as follows:

1. Section III. EFFECTIVE DATE AND TERM OF AGREEMENT, is hereby removed and replaced in its entirety, as follows:

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 373, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Agreement requires approval by City Council prior to becoming effective.

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

1. Six (6) years has lapsed from the effective date of the Original Agreement (the "Initial Term"); or
2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant thirty (30) days' notice in writing of its election to cancel and terminate this Agreement.

C. No later than six (6) months prior to the end of the Initial Term, the parties intend to engage in good faith discussions regarding the then-current and future market for the Data Portal, the status of the relationship between the parties, and decide whether the Parties wish to amend this Agreement to extend the term and add compensation for hosting and upkeep of the Data Portal. At the end of the Initial Term, the Service fees will be adjusted to Consultant's then current standard rates. Consultant shall give City written notice at least sixty (60) days' prior to implementing these new rates, which shall be incorporated into this Agreement through an amendment subject to review and approval by the City's Board of Harbor Commissioners and City Council in compliance with the Los Angeles City Charter.

2. Section V. COMPENSATION AND PAYMENT, Subsection B. is hereby removed and replaced in its entirety, as follows:

B. The maximum payable under this Agreement, including reimbursable

expenses (see Exhibit A-1 and Exhibit B), shall be Sixteen Million One Hundred Thousand Four Hundred Twenty Dollars (\$16,100,420).

3. Exhibit A-1 "Statement of Work and Compensation" is removed in its entirety and replaced with a revised Exhibit A-1 which is attached hereto and made a part hereof.
4. Section 2. Changes, of Exhibit H, is hereby amended to add at the end of that section, as follows:

2.5. Changes. GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services, from time to time, provided such changes do not materially degrade any feature, functionality or performance of the Hosted Services as described in the Statement of Work. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of the Hosted Services if required to comply with law or requests of government entities, if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk reasonably not anticipated at the time of entering into this Agreement, or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason.

5. Section 10. Miscellaneous, of Exhibit H, is hereby amended to add at the end of that section, as follows:

10.5. Assignment. GE may assign or novate its rights and obligations under this Agreement, in whole or in part, without Customer consent, to any of GE's subsidiaries or Affiliates, or to any purchaser or other successor in interest of GE's GE Transportation business component (or portion thereof to which this Agreement relates) or may assign any of its accounts receivable under this Agreement to any party, provided GE gives City sixty (60) days prior written notice of any such planned assignment or novation. Customer agrees to execute any documents that may be necessary to complete GE's assignment or novation as soon as reasonably practicable. All other GE assignments and novations must be pursuant to approval by the City's Board of Harbor Commissioners and City Council in compliance with the Los Angeles City Charter, where such approvals shall not be unreasonably withheld. GE may subcontract portions of the work, so long as GE remains responsible for it. The delegation or assignment by Customer of any or all of its rights or obligations under this Agreement without GE's prior written consent (which consent shall not be unreasonably withheld) shall be void.

Except as amended herein, all remaining terms and conditions of Agreement No. 17-3425-A shall remain in full force and effect.

/////

/////

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 17-3425-A on the date to the left of their signatures.

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

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

GENERAL ELECTRIC
TRANSPORTATION PARTS, LLC

Dated: 3/7/2019

By: _____
JENNIFER SCHOPFER
Vice President, Digital Operations

Attest: _____
PETER THOMAS
Vice President, Digital Sales

APPROVED AS TO FORM AND LEGALITY

_____, 2019
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Heather M. McCloskey, Deputy

Account # 54310 W.O. # 0000000
Ctr/Div # 0640 Job Fac. # _____
Proj/Prog # 000

| Budget FY: | Amount: |
|--------------|----------------------------|
| <u>18/19</u> | <u>\$6,600,000</u> |
| <u>19/20</u> | <u>\$3,683,105</u> |
| <u>21-23</u> | <u>\$2,175,000</u> |
| TOTAL | <u>\$12,462,105</u> |

For Acct/Budget Div. Use Only:

Verified by: _____

Verified Funds Available: _____

Date Approved: 3/14/19

EXHIBIT A-1

Statement of Work and Compensation

| Base Items | | Qty | Unit | Unit Price | Total Not-To-Exceed Amount |
|------------|---|-----|---------|--------------|----------------------------|
| A1 | TERMINAL Data Acquisition | 5 | Each | \$90,630.00 | \$453,150.00 |
| A2 | TERMINAL Data Implementation | 5 | Each | \$211,470.50 | \$1,057,352.50 |
| A3 | Export data functionality | 6 | Each | \$50,505.00 | \$303,030.00 |
| A4 | API Implementations | 6 | Each | \$15,500.00 | \$93,000.00 |
| A5 | SHIPPING LINE Data Acquisition | 15 | Each | \$83,077.67 | \$1,246,165.05 |
| A6 | SHIPPING LINE Data Implementation | 15 | Each | \$193,847.92 | \$2,907,718.80 |
| A7 | Enhanced data architecture to support the additional gov't data feeds available; and associated security requirements | 1 | Each | \$151,050.00 | \$151,050.00 |
| A8 | Hosting, Managed Services, Support | 26 | Monthly | \$76,923.07 | \$1,999,999.82 |
| A9 | Identified Enhancements (as per following pages) | 1 | Each | \$432,000.00 | \$432,000.00 |
| A10 | RAILROAD: Data Implementation | 1 | Each | \$151,050.00 | \$151,050.00 |
| A11 | Contingency | TBD | TBD | TBD | \$2,618,748.00 |
| A12 | Pilot Drayage Application | 1 | Each | \$368,105.50 | \$368,105.50 |
| A13 | Automatic Ingestion of Delivery Orders from Trucking Companies | 1 | Each | \$100,000.00 | \$100,000.00 |
| A14 | Dangerous Goods Display Platform | 1 | Each | \$100,000.00 | \$100,000.00 |
| A15 | Ports Volumes Reports Page | 1 | Each | \$100,000.00 | \$100,000.00 |
| A16 | Hosting, Managed services and support, 11/4/2019-11/3/2022 | 36 | Each | \$25,000.00 | \$900,000.00 |
| A17 | Cyber Security enhancement platform monitoring and support, 11/4/2019-11/3/2022 | 36 | Each | \$25,000.00 | \$900,000.00 |
| A18 | Analytics platform monitoring and runtime | 36 | Each | \$25,000.00 | \$900,000.00 |
| | | | | Sub-Total | \$14,781,369.67 |

Note: As-Needed Options will be issued via written directive from the Executive Director, or designee.

For the purpose of clarity, the items listed above are part of the Service Offering, as that term is defined in Exhibit H of this Agreement.

Description of Scope Enhancements, A13-A18:

- 1.) **Automatic Ingestion of Delivery orders from trucking companies** – In order to increase the fluidity of cargo going thru the Port, trucking companies truck management systems will communicate via API the delivery orders for containers to the Port Optimizer. The Port Optimizer will have an API to receive this communication and will display on the portal the containers claimed by delivery orders.

- 2.) **Dangerous Good Display Platform** – The Port Optimizer will consolidate IMO hazardous information from multiple electronic sources and will display each IMO container with the appropriate hazmat code. This display will be the results of EDI message processing and a single source of truth portal display.
- 3.) **Ports Volumes Reports Page** – The Port Optimizer will display in a single page a report container information about the volume of cargo going thru the ports. This display will be updated as cargo goes thru the port and will consolidate EDI messages from multiple source so that the port community have a better representation of cargo volumes.
- 4.) **Additional Core Components (A16-A18)** – The Port Optimizer is a platform that runs with constant monitoring, cloud services hosting and technical support. Core components are needed to maintain, monitor and support technical aspects of the platform to ensure it always runs and new cyber security threads are dealt with in a timely manner. The Port optimizer deploys services that run at all times to host the application in the cloud, to monitor for cyber threats and to run analytics routines for the platform to remain up for the Port.

Definitions:

API: Application program interface (API) is a set of routines, protocols, and tools for building software applications. (Terminal operators have requested to have data to interface with their specific TO systems via API.)

Contingency: Unforeseen Work, including but not limited to: design and requirements analysis for potential future feature/functions; additional feature/functions (example, empty container returns), and other work required to accomplish Harbor Department objectives for the Portal. Negotiated price may be lump sum or hourly. If hourly, rate shall be \$225/hour.

Data acquisition: Interaction with customer (along with POLA), determining data availability, initial data analysis, data communications establishment and initial data throughput testing.

Data implementation: Parsing, mapping, filtering, cleansing of customer data to meet the requirements of the portal.

Export data functionality: Includes the export data relevant at APMT to enable a more enhanced view of empty container return information, as well as relevant export information visibility to assist in facilitation of more efficient export throughput.

Hosting, Managed Services, Support: Includes the hosting in a Predix environment, essential managed services to support the onboarding and usage of the tool, streamlined management of BCO data, GE's 24 x 7 customer support. Also includes the general maintenance enhancements from pilot phase 1 input received and prioritized jointly between POLA and GE.

Identified Enhancements – APMT, Maersk, and MSC:

- Snapshot of the Vessel profile by size
- Local v Rail total vessel volume
- Snapshot of the Vessel profile by IPI destinations
- Alternate View from MTO Site
- Consolidation of BCO on Terminal data
- Visibility into overall status of containers
- Highlighting dwell-time issues
- Snapshot of vessel status unloading
- Highlighting size issues for chassis planning
- Potential Peel-pile options with more truckers
- Inventory & Forecast for all Terminals
- Import & Export flows
- All EB/WB moves via Terminal & IPI point

- Gate hours
- Chassis Availability
- Snapshot of vessel status unloading
- Two-way communication (input to the portal)
- Repositioning Management tool
- Forecasting Tool
- Interface to the Business Exchange
- Analytics on Import/Export Flows
- Expected Availability
- Rail Info - EB/WB