

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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CONTRACT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LONG BEACH AND
AECOM TECHNICAL SERVICES, INC.
300 SOUTH GRAND AVENUE, 9th FLOOR
LOS ANGELES, CALIFORNIA 90071
TELEPHONE NO. (213) 330-7200
FAX NO. (213) 330-7201

THIS CONTRACT is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department (“Executive Director”), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners (“City”), pursuant to authority granted by said Board at its meeting of _____, 2018; and AECOM TECHNICAL SERVICES, INC., a California corporation (“Consultant”).

1. This contract is made with reference to the following facts and objectives:

- (a) City desires to update the San Pedro Ports Rail Study.
- (b) Consultant represents that it has in its employ experienced personnel who are qualified to render these services.
- (c) City wishes to employ Consultant upon the following terms and conditions to render such services as City shall from time to time request.

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect, such services within the scope of work as may be requested in writing by City’s Director of Transportation Planning (“Director”). The anticipated scope of work is set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

3. The term of this contract shall commence upon execution by City’s Executive Director and, subject to the provisions of paragraph 9, shall terminate on September 30, 2020.

4. In requesting the services of Consultant, the Director shall identify

1 the project for which such services are requested and shall establish the maximum
2 amount to be charged by Consultant on such project, the time limit within which
3 Consultant is to complete the work, and the charge point to be used by Consultant in
4 billing City. Consultant's charges on any project shall not exceed the maximum amount
5 so established without the express written approval of the Director.

6 5. Charges made by Consultant for such services shall be based on
7 Consultant's Rate Sheet, attached hereto as Exhibit B and incorporated by this reference.

8 6. Consultant shall submit a separate statement not later than the tenth
9 day of each month for each project upon which services have been performed during the
10 immediately preceding month, referring in each of said statements to the charge point for
11 such project previously furnished by the Director and detailing the services performed
12 and expenses, if any, incurred. All payments to Consultant shall be made by City in due
13 course, not to exceed thirty (30) days, after approval of invoice by the Director.

14 7. The total amount which shall be payable by City to Consultant for
15 Consultant's services on all projects during the term of this contract shall not exceed
16 **\$711,085.**

17 8. All designs, sketches, drawings, specifications, data and other
18 information, in whatever form or medium, compiled or prepared by Consultant in
19 performing its services or furnished to Consultant by City shall be the property of City and
20 City shall have the unrestricted right to use or disseminate same without payment of
21 further compensation to Consultant. Copies of Consultant's work product may be
22 retained by Consultant for its own records.

23 9. City shall have the right to terminate this contract at any time upon
24 ten (10) days' written notice to Consultant. If this contract is so terminated prior to the
25 expiration of the term, Consultant shall be paid for those charges which have accrued but
26 not been paid through the effective date of termination. Consultant agrees to accept
27 such amount, plus all amounts previously paid, as full payment and satisfaction of all
28 obligations of City to Consultant.

1 10. Neither City nor any of its employees shall have any control over the
2 conduct of Consultant, or employees of Consultant, except as herein set forth, and
3 Consultant and employees of Consultant shall not, at any time or in any manner,
4 represent that Consultant or employees of Consultant, or any of them, are the officers,
5 agents, or employees of City. It is expressly understood and agreed that Consultant is,
6 and shall at all times remain, as to City a wholly independent contractor, and each party's
7 obligations to the other party are solely such as are set forth in this contract. Consultant
8 shall be free to contract for similar services to be performed for others during this
9 contract.

10 11. Consultant agrees, subject to applicable laws, rules, and regulations,
11 not to discriminate in the performance of this contract against any employee or applicant
12 for employment on the basis of race, color, national origin, religion, sex, sexual
13 orientation, gender identity, AIDS, HIV status, age, disability, handicap, or veteran status.
14 Consultant shall ensure that applicants are employed and that employees are treated
15 during employment without regard to any of these bases, including but not limited to
16 employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff,
17 termination, rates of pay or other forms of compensation, and selection for training,
18 including apprenticeship. Consultant agrees to post in conspicuous places available to
19 employees and applicants for employment notices to be provided by City setting out the
20 provisions of this nondiscrimination clause. Consultant shall in all solicitations or
21 advertisements for employees state that all qualified applicants will receive consideration
22 for employment without regard to these bases. Compliance with the Americans with
23 Disabilities Act of 1990 shall be the sole responsibility of Consultant, and Consultant shall
24 defend and hold the City harmless from any expense or liability arising from Consultant's
25 non-compliance therewith.

26 12. Any notices to be given under this contract shall be given in writing.
27 Such notices may be served by personal delivery, facsimile transmission or by first class
28 regular mail, postage prepaid. Any such notice, when served by mail, shall be effective

1 two (2) calendar days after the date of mailing of the same, and when served by facsimile
2 transmission or personal delivery shall be effective upon receipt. For the purposes
3 hereof, the address of City, and the proper person to receive any such notices on its
4 behalf, is: Executive Director, Long Beach Harbor Department, P.O. Box 570, Long
5 Beach, California 90801, FAX number (562) 901-1733; and the address and FAX number
6 of Consultant are as follows: Aecom Technical Services, Inc., 300 South Grand Avenue,
7 9th Floor, Los Angeles, California 90071.

8 13. This contract contemplates the personal services of Consultant and
9 its employees, and it is recognized by the parties hereto that a substantial inducement to
10 City for entering into this contract was, and is, the professional reputation and
11 competence of Consultant, and any change in personnel employed on City projects shall
12 be approved in advance by the Director. Neither this contract nor any interest therein
13 may be assigned or delegated by Consultant except upon the prior written consent of the
14 Executive Director. Any attempted assignment or delegation without such consent shall
15 be void, and any assignee or delegate shall acquire no right or interest by reason of such
16 attempted assignment or delegation. Nothing herein shall prevent Consultant from
17 employing or hiring as many employees as Consultant may deem necessary for the
18 proper and efficient execution of this contract.

19 14. Consultant covenants that both itself, in its corporate capacity, and
20 its principals presently have no interest and shall not acquire any interest, direct or
21 indirect, which would conflict in any manner or degree with the performance of services
22 required to be performed under this contract.

23 15. (a) Consultant shall indemnify, protect and hold harmless City,
24 the Board of Harbor Commissioners, and their officials, employees and agents
25 (“Indemnified Parties”), from and against any and all liability, claims, demands,
26 damage, loss, obligations, causes of action, proceedings, awards, fines,
27 judgments, penalties, costs and expenses, including attorneys’ fees, court costs,
28 expert and witness fees, and other costs and fees of litigation, arising or alleged to

1 have arisen, in whole or in part, out of or in connection with (1) Consultant's
2 breach or failure to comply with any of its obligations contained in this contract, or
3 (2) negligent or willful acts, errors, omissions or misrepresentations committed by
4 Consultant, its officers, employees, agents, subcontractors, or anyone under
5 Consultant's control, in the performance of work or services under this contract
6 (collectively "Claims" or individually "Claim").

7 (b) In addition to Consultant's duty to indemnify, Consultant shall
8 have a separate and wholly independent duty to defend Indemnified Parties at
9 Consultant's expense by legal counsel approved by City, from and against all
10 Claims, and shall continue this defense until the Claims are resolved, whether by
11 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
12 breach, or the like on the part of Consultant shall be required for the duty to defend
13 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
14 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
15 in the defense.

16 (c) If a court of competent jurisdiction determines that a Claim
17 was caused by the sole negligence or willful misconduct of Indemnified Parties,
18 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
19 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
20 percentage of willful misconduct attributed by the court to the Indemnified Parties.

21 (d) The provisions of this paragraph shall survive the expiration or
22 termination of this contract.

23 16. As a condition precedent to the effectiveness of this contract,
24 Consultant shall comply with the insurance requirements attached hereto as Exhibit C. In
25 addition to such requirements, anywhere in Exhibit C where there is a reference to the
26 City of Long Beach, such reference shall also include the City of Los Angeles. Further,
27 anywhere in Exhibit C where there is a reference to the Board of Harbor Commissioners
28 for the City of Long Beach or the agents or employees of the City of Long Beach, such

1 reference shall also include the Board of Harbor Commissioners for the City of Los
2 Angeles or the agents or employees of the City of Los Angeles. Further, any notice to be
3 served upon the Executive Director of City shall also be served upon the Executive
4 Director for the Port of Los Angeles.

5 17. Consultant shall obtain and maintain any necessary licenses and
6 permits required under Title 3 and Title 5 of the Long Beach Municipal Code. City may
7 withhold any payment to Consultant until Consultant comes into compliance with such
8 licensing and permitting requirements.

9 18. In the event of any conflict or ambiguity between this written
10 agreement and any exhibit hereto, the provisions of this agreement shall govern.

11 19. If there is any legal proceeding between the parties to enforce or
12 interpret this contract or to protect or establish any rights or remedies hereunder, the
13 prevailing party shall be entitled to its costs and expenses, including reasonable
14 attorneys' fees.

15 20. This contract shall not be amended, nor any provision or breach
16 hereof waived, except in writing signed by the parties which expressly refers to this
17 contract.

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1 21. This contract, including all exhibits, constitutes the entire
2 understanding between the parties and supersedes all other agreements, oral or written,
3 with respect to the subject matter herein.

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6 _____, 2018

AECOM TECHNICAL SERVICES, INC., a
California corporation

By: _____
Name: _____
Title: _____

7
8
9 _____, 2018

By: _____
Name: _____
Title: _____

CONSULTANT

CITY OF LONG BEACH, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

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14 _____, 2018

By: _____
Mario Cordero
Executive Director
Long Beach Harbor Department

CITY

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18 The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

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20 _____, 2018

By: _____
David R. Albers, Deputy

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____ }
 _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature: _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

EXHIBIT A

Request for Proposals
San Pedro Bay Ports Rail Study Update
Transportation Planning Division
June 15, 2017



SCOPE OF WORK

PHASE I - TASKS

1. Review & Compile Prior Rail Inventories/Mapping (SPB): The selected consultant team will coordinate with stakeholders and compile documents pertaining to rail assets including at-grade railroad crossings, and train control system/centralized train control (TCS/CTC) within the port complex. The Port of Long Beach has recently completed San Pedro Bay Freight Rail Primer, Railroad Track Inventory Report, and is in the process of updating the Railroad Grade Crossings inventory. The intent of this task is to compile a repository of reference documents within SPB for use in Phase II of this Study.

This task entails coordination with various divisions at both ports in gathering relevant documents, inventories, and latest maps of the Port assets. The consultant team will prepare an excel database with relevant information pertaining to each document including the source, year of preparation, update frequency, responsible party etc.

Deliverable: Database of Documents, Inventories, and Maps

2. Status Update on Projects from Previous Planning Efforts (SPB): Over the last couple of decades the Ports have prepared several rail planning documents which identified a program of infrastructure projects to alleviate bottlenecks and train delays on the rail system. Some of the recommendations identified through the prior efforts have been implemented, a few are under construction and several others are still in early stages of development. The selected consultant team will prepare the summary of status on the recommended improvements. The effort will entail following:
 - a. Review of previous planning studies
 - i. Identify changes in operating conditions and assumptions since the previous studies were conducted. These may include but are not limited to:
 - economic conditions;
 - changes in industry practices and trends; and
 - assumptions about feasible operations, and workforce availability
 - advancements in terminal railyard automation equipment/operations and expectations out to 2040
 - b. In conjunction with the Project Committee the consultant team will
 - i. Document the status of the current rail program (status of individual projects) and provide a detailed justification for need,
 - ii. Revalidate and or re-prioritize the current program of projects

EXHIBIT A

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- iii. Identify likely timeframes for each project according to the rail analysis for the horizon years in Phase II (i.e., 2025, 2030, 2035, and 2040)
- c. Recommend the projects that are to be carried forward into Phase II of this Study

Deliverable: Memorandum Documenting Findings of the Task Including Priority Project List

PHASE II - TASKS

1. Evaluate Current Rail Capacity Model and Other Available tools: Previous rail capacity models used by SPB Ports for terminal railyard analysis have been static spreadsheet models, primarily used for planning and guiding high-level design decisions. Dynamic capacity modeling, including Rail Traffic Controller (RTC), has been used to model Port branch and mainline connections to the Alameda Corridor. The consultant team will evaluate benefits and constraints of the current rail capacity tool and recommend enhancements as needed.

For this Rail Study Update the ports are seeking readily available software tools (dynamic simulation, static or a hybrid) to identify system-wide constraints, including on-dock rail capacity limitations. The consultant team will evaluate such tools which have the potential to evaluate the capacity of rail facilities (Mainline and on-dock railyards) at a much greater level of detail than a static model. The consultant team will evaluate each tool's ability in addressing the following specific issues and make a recommendation for a tool or set of tools for use in future Rail Study Updates or other interim needs the Port may have. Some evaluative questions may include:

- a. Can the model be used to inform terminal, track, railyard design decisions?
- b. Can it identify mainline constraints?
- c. Can it identify yard constraints, including switching activity?
- d. Can it perform capacity sensitivity analysis of various factors including: type of yard crane in use, equipment speed, traffic flow patterns, and ILWU work rules?
- e. What is the maximum capacity of the on-dock intermodal yards:
 - i. Using the current resources (yard cranes, tractors, and labor shifts per day)?
 - ii. With unlimited resources and automation?
- f. Can it quickly analyze and provide ways to increase the overall capacity of the system?
- g. Can it perform or provide detailed input required for emissions analysis?
- h. How "turnkey" is/are the tools for staff use?
- i. Has it been used previously to model Class 1 Railroad (BNSF and UP) networks and were the modeling results positively accepted by the Class 1's?

EXHIBIT A

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Deliverable: 1) Memorandum Documenting Evaluation of Current Rail Capacity Tool and Other Available Tools 2) Prepare Model Documentation and Users Guide for the Recommended Tool

2. On-Dock Capacity Analysis: Quantify capacity for all on-dock intermodal rail yards. This may entail varying capacity due to several but not limited to the following parameters: number of shifts assumed over the analysis years; labor rules; equipment type; and switching and interchanging operations by PHL/BNSF/UP. This capacity analyses will need to account for all Ports rail infrastructure being used for working and storage tracks, whether located inside or outside terminal boundaries. The analyses may also entail focused, simulation efforts to ascertain on-dock capacity throughout the POLA-POLB. Hence, this computation of on-dock capacities could be an iterative process using static and dynamic modeling.

Deliverable: Memorandum Documenting Analysis Methodology and Updated Capacity Estimates Along with the Original files

3. Develop the Train Volumes for up to Three Cargo Forecast and/or Operational Scenarios for 2020, 2025, 2030, 2035, & 2040: Train volume for container trains, road power, bare cars, switch engine activity, and on-dock train volumes from each of the port terminals in each of the forecast years for a maximum of three scenarios are required. The most recent version of the QuickTrip-Train Builder (QT-TB) model will be used. The three scenarios for this Study will be developed following the selection of final paradigms for the POLB PMP Update and in conjunction with the POLA developmental plans and terminal capacities/projections. In addition, the scenario development may include operational changes based on but not limited to the Ports' Supply Change Optimization (SCO) effort recommendations that are aimed at efficient movement of containers. Such recommendations may account for non-traditional concepts including Shuttle train/Inland Port or Ramp-to-Ramp concepts¹.

Deliverable: Memorandum Documenting Train Projections

¹ One of the initiatives currently being conducted by the POLB is the Ramp-to Ramp Market Analysis. The primary purpose of this analysis is to determine the necessary conditions or prerequisites for a successful intermodal rail service between the Port of Long Beach and the Inland Empire, and the implications for Port terminal and rail operations. Recognizing that there may be multiple candidate business and operations models, the analysis will investigate common underlying cost factors and volume relationships that can be combined in intermodal service scenarios.

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June 15, 2017



4. **System-wide Rail Network Evaluation:** This task entails an evaluation of system-wide and area-specific operating conditions, including the identification of capacity deficiencies. The consultant team will model the entire Ports rail network, including all storage and switching yards using the RTC simulation model. The geographical area will also include all trackage north of the ICTF/Delores Yard, including the former SP San Pedro, SP Wilmington, and UP San Pedro Branch lines. The Ports have an existing RTC model that incorporates this study area, and will be used for this Update. The currently planned/proposed infrastructure projects will be provided by the Ports for incorporation into the model. The model shall consider track network characteristics, train volumes, train performance, and train control system implications (including impacts of Badger Bridge closures).

Deliverable: Memorandum Documenting System-wide Rail Operating Conditions and Capacity Deficiencies

5. **Recommend Improvements:** Based on the above analysis, recommend what operating, infrastructure and equipment improvements will be needed and when for a preferred scenario. Quantify specific infrastructure improvements and dates needed corresponding to the 5 –year model run increments through year 2040. Also, identify ways to assist and encourage terminal operators to move more cargo by rail. At a minimum the Study should address the following:
 - a. On-dock constraints and associated improvements;
 - b. Main-line constraints and associated improvements;
 - c. Need for air brake compressed air facilities & identification of potential locations;
 - d. Need for fueling facilities & identification of potential locations

Deliverable: Rail Infrastructure and Operational Improvements with Conceptual Design Plans and Planned Implementation Schedules

6. **Final Documentation:** Based on the results of above efforts, the consultant team will prepare and submit, for review and comment, to the Port a draft of the Rail Study Update Report documenting the results of individual tasks. Upon receipt of comments from the Port, the consultant team will incorporate the comments and submit the final document to the Port.

Deliverable: Draft & Final Rail Study Update Report

EXHIBIT A

SPB Ports Comprehensive Rail Study Update - Fee Summary

Task	AECOM	SBE/VSB	Proposed Fee
	Hrs	Hrs	
Phase I-Background Research			
1 Condition Survey	23	74	\$20,947
2 Rail Studies Survey	103	37	\$30,245
Phase II-Rail Analysis			
1 Evaluate Modeling Tools	102	5	\$21,008
2 On-dock Capacity Analysis	904	10	\$153,002
3 Develop the Train Volumes	96	201	\$66,819
4 System-wide Rail Network Evaluation	612	16	\$122,232
5 Rail Improvement Program	220	177	\$82,835
6 Final Documentation	198	65	\$54,498
7 Project Management	414	44	\$99,509
TOTAL	2,672	630	\$651,095
	SBE/VSB	18.4%	

New Activities with Nov 30 Negotiation included in above fee	
1.1 MPC vs. ILUT *	\$5,620
1.2 Develop Capacity Spreadsheet *	\$11,956
1.3 Identify AQ Data Needs *	\$2,544
2.1 Develop IY Concepts (6) *	\$42,632
2.4 Dynamic Simulations of IY (2)	\$55,916
3.1 Train Data Collection	\$20,000
5.6 Resiliency *	\$9,133
5.7 Program Schedule *	\$11,155
TOTAL	\$158,956

Jan 29, 2018 Negotiation Changes included in above fee

	Reduction	New Fee	Change
1.2 Develop Capacity Spreadsheet	-20 hrs -\$3,740	\$8,216	-46%
2.4 Dynamic Simulations of IY (4)	+2 cases \$26,696	\$82,612	
2.5 Tech Memo	-16 hrs -\$2,160	\$8,908	-24%
3.1 Train Data Collection	-44 hrs -\$14,142	20000	-71%
4.4 Tech Memo	-26 hrs -\$8,359	\$8,575	-97%
5.8 Tech Memo	-18 hrs -\$3,975	\$8,286	-48%
6.2 Presentation of RSU	-20 hrs -\$2,824	\$9,969	-28%
7.2 Monthly Status (18)	+6 mos \$7,008	\$27,484	
8.0 Optional Services	remove		

Feb 9, 2018 Negotiation Changes included in above fee

	Reduction	New Fee	Change
1.4 Tech Memo	-13 hrs -\$1,543	\$4,628	-25%
2.4 Dynamic Simulations of IY (2)	-36 hrs -\$4,131	\$78,481	-5%
2.5 Technical Memo	-14 hrs -\$2,227	\$6,681	-25%
3.1 Train Video & Processing (3)	<video	\$20,000	-31%
3.6 Technical Memo	-23 hrs -\$4,191	\$8,383	-33%
4.4 Technical Memo	-21 hrs -\$4,717	\$8,575	-35%
5.8 Technical Memo	-11 hrs -\$2,071	\$8,286	-20%
6.1 Draft Rail Study Update	-40 hrs -\$7,178	\$21,534	-25%
6.4 Final RSU	-33 hrs -\$6,457	\$7,596	-46%
7.3 Bi-weekly Team Meetings (25)	<sub	\$39,716	-5%
7.4 RSU Committee Meetings (4)	<sub	\$12,646	-5%
7.5 Stakeholder Meetings (6)	<sub	\$9,087	-5%

EXHIBIT A

SPB Ports Comprehensive Rail Study Update WBS & Fee Estimate

	PI/C Specialist	Project Manager	Project Engineer	Principal Engineer II	Principal Engineer I	Engineer III	Engineer II	Engineer I	CADD Prof	CADD	Clerical	AECOM Hours	SBE/VSBE Subs	Sub Mark-up & ODCs	Total Hours	Total	
	\$314	\$294	\$252	\$126	\$196	\$160	\$145	\$124	\$145	\$124	\$87						
Phase I-Background Research																	
1100	1.0 Condition Survey																
1110	1		4	4								9	\$5,000	\$250	35	\$ 7,476	
1120	1		4	4								9	\$2,000	\$100	19	\$ 4,316	
1130	1		2	2								5	\$7,500	\$375	43	\$ 9,145	
	Task I-1 Total											23			97	\$20,947	
Phase II-Rail Analysis																	
1200	2.0 Rail Studies Survey																
1210	1	2	2	4	4		4	8				25	\$2,500	\$125	36	\$ 7,291	
1220	2	4	4	8	8		4	8			2	40	\$2,500	\$125	51	\$ 10,559	
1230	1	4	4	4	4							17	\$2,500	\$125	28	\$ 6,811	
1240												0		\$0	0	\$ -	
1250												0		\$0	0	\$ -	
1260	1	4	4	4	4						4	21	\$1,000	\$50	25	\$ 5,584	
	Task I-2 Total											103			140	\$30,245	
Phase II-1 Analysis																	
2100	1.0 Evaluate Modeling Tools																
2110		8	8	4							4	24			24	\$ 5,620	
2120		8		4				40				52			52	\$ 8,216	
2130		4					4					8	\$750	\$38	12	\$ 2,544	
2140	2	4	4	4			4					18	\$200	\$132	19	\$ 4,628	
	Task II-1 Total											102			107	\$21,008	
Phase II-2 Analysis																	
2200	2.0 On-dock Capacity Analysis																
2210	4	24	24	16	16				80	80		244			244	\$ 42,632	
2220		4	4	8	8		16			8		40	\$2,000	\$100	50	\$ 9,164	
2230	2	4	4	4	8		40	40				102			102	\$ 16,044	
2240	8	8	8	56	56	0	180	160	0	8		484		\$1,037	484	\$ 78,481	
2250	2	4	4	4	4		4	4	4	4		34		\$29	34	\$ 6,681	
	Task II-2 Total											904			914	\$153,007	
Phase II-3 Analysis																	
2300	3.0 Develop the Train Volumes																
2310	2	2	2	4			6					16	\$15,000	\$1,506	93	\$ 20,000	
2320		4	4				8					16	\$0	\$0	16	\$ 3,344	
2330		4	4				8					16	\$0	\$0	16	\$ 3,344	
2340		4	4				8					16	\$0	\$0	16	\$ 3,344	
2350	4	4	4	16							4	32	\$20,000	\$1,000	119	\$ 28,404	
2360	2	4	4	4		4	4				2	24	\$3,100	\$173	87	\$ 8,383	
	Task II-3 Total											120			297	\$46,816	

EXHIBIT A

2400	4.0	System-wide Rail Network Evaluation															
2410	4.1		4	0	36		8				4	40	\$2,500	\$125	53	\$ 11,061	
2420	4.2		4	0	160	80	240					492	\$ 1,000		492	\$ 94,432	
2430	4.3	2	4	4	8	8	8				8	42			42	\$ 8,164	
2440	4.4	2	4	4	8	8	4	4			4	38	\$600	\$71	41	\$ 8,575	
		Task II-4 Total										612			628	\$122,232	
2500	5.0	Rail Improvement Program															
2510	5.1		4	4	0						2	26	\$5,000	\$250	52	\$ 10,576	
2520	5.2		4	4	0						2	26	\$5,000	\$250	52	\$ 10,576	
2530	5.3	2	4	0	8		8				2	32	\$5,000	\$250	58	\$ 12,212	
2540	5.4	2	4	4	0	8					2	36	\$5,000	\$250	62	\$ 12,772	
2550	5.5		4	4	0		0				4	28	\$2,500	\$125	39	\$ 8,125	
2560	5.6		4	0	8		8				4	32	\$2,500	\$125	45	\$ 9,133	
2570	5.7	2	4	0	8	8	0				2	40	\$2,500	\$125	51	\$ 11,155	
2580	5.8		4	0	0		4	4	0	8		16	\$1,000	\$134	40	\$ 8,286	
		Task II-5 Total										256			297	\$82,831	
2600	6.0	Final Documentation															
2610	6.1	2	8	4	4	4		4	4	8	16	62	\$8,000	\$2,941	97	\$ 21,534	
2620	6.2		8	8	4					4	8	32	\$2,500	\$625	43	\$ 9,969	
2630	6.3		4		4				8		16	32			32	\$ 4,464	
2640	6.4	2	4	4				4	4	8	6	32	\$2,000	\$110	41	\$ 7,596	
2650	6.5		4	8	4	2			4	8	8	40	\$2,500	\$1,125	51	\$ 10,935	
		Task II-6 Total										198			269	\$54,498	
2700	7.0	Project Management															
2710	7.1		8	8	4	4					8	32	\$3,200	\$160	48	\$ 10,576	
2720	7.2	2	44								96	142	\$0	\$0	142	\$ 27,484	
2730	7.3		36	36	36	24					36	168	\$2,000	\$0	178	\$ 39,716	
2740	7.4		16	16							8	40	\$2,600	\$150	51	\$ 12,645	
2750	7.5		12	12							8	32	\$1,300	\$75	38	\$ 9,087	
		Task II-7 Total										414			458	\$99,506	
TOTALS		50	296	270	458	258	264	518	276	112	152	78	2732	\$119,750	\$13,057	3902	\$ 651,095
		* - Indicates new services added to proposal															

PORT OF LONG BEACH SUMMARY RATE SHEET

PROJECT/PROGRAM TITLE:

Corporate Name AECOM Technical Services, Inc.

Rates Effective: Beginning August 1,2017 Ending December 31,2020

LABOR RATES			
Labor Category/Grade (As identified in submittal for all project staff)	Hourly Base Rate	Hourly Fully-Loaded Rate	
Project Director/Project Manager III	\$119.85	\$314.00	
Project Manager II	\$116.03	\$304.00	
Project Manager I	\$112.21	\$294.00	
Department/Discipline Manager	\$106.11	\$278.00	
Deputy Project Manager/Technical	\$106.11	\$278.00	
Project Engineer	\$96.18	\$252.00	
Principal Engineer II	\$86.26	\$226.00	
Principal Engineer I	\$74.81	\$196.00	
Engineer IV	\$69.08	\$181.00	
Engineer III	\$61.07	\$160.00	
Engineer II	\$55.34	\$145.00	
Engineer II	\$47.33	\$124.00	
Engineer	\$45.04	\$118.00	
CADD-Professional	\$55.34	\$145.00	
CADD	\$47.33	\$124.00	
Project Controls	\$69.85	\$183.00	
Clerical Administration	\$33.21	\$87.00	
MULTIPLIERS			
Multiplier	Percent	Applied to	
Fringe Benefits	40	Hourly Raw/Base Labor Cost	
Overhead	98	Hourly Raw/Base Labor Cost	
General & Administrative	0	N/A (included in Overhead	
Fee or Profit	10	Fully Burdened Labor Rate	
Subcontractor Oversight	0	Subcontractor Labor Only	
OVERTIME FACTORS			
Occasion	Factor	Labor Categories Affected	
Holiday	2.0	Non-exempt	
Weekend	1.5	Non-exempt	
Night	1.5	Non-exempt	
OTHER DIRECT CHARGES			
Charge	Price/Unit	Charge	Price/Unit
CADD	Included in overhead	Reproduction—B & W regular	\$.10 per page
Communications	Included in overhead	Reproduction—Color regular	\$1.00 per page
Computer Usage	Included in overhead	Reproduction—Oversized	\$ 1.00 per 8½" × 11"
Equipment and Supplies	Subject to specific scope		\$ 1.25 per 11" × 17"
Mileage	Current FAR or IRS Rate		\$24.00 per 24" × 36"
Other—	Subject to specific scope, Billable Other Direct Costs		\$36.00 per 36" × 48"
			\$ 5.00 per non-color paper plot
			\$15.00 per mylar plot

NOTE: Other Direct Costs such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable.

EXHIBIT B
PORT OF LONG BEACH SUMMARY RATE SHEET

PROJECT/PROGRAM TITLE: San Pedro Bay Ports Rail Master Plan Update

Corporation Name: Gill V. Hicks and Associates Inc. _____

Rates Effective Beginning: July 1, 2017

Ending: December 31, 2020

LABOR RATES		
Labor Category/Grade (As identified in submittal for all project staff)	Hourly Base Rate	Hourly Fully-Loaded Rate
President		\$240

MULTIPLIERS		
Multiplier	Percent	Applied to
Fringe Benefits		
Overhead		Direct labor
General & Administrative		
Fee or Profit		Direct Labor and Overhead
Subcontractor Oversight		

*Note: CS maintains a single-tier overhead rate (inclusive of fringe, OH, and G&A).

OVERTIME FACTORS		
Occasion	Factor	Labor Categories Affected
Holiday		Production/Support
Weekend		Production/Support
Night		Production/Support

OTHER DIRECT CHARGES			
Charg	Price/Unit	Charge	Price/Unit
CADD	N/A	Reproduction—B & W regular	\$0.10/page
Communications	At Cost	Reproduction—B & W oversized	\$0.25/page
Computer Usage	N/A	Reproduction—Color regular	\$1.00/page
Equipment and Supplies	Attach Rate Schedule	Reproduction—Color oversized	\$2.00/page
Mileage	IRS Rate	Other—	At cost

NOTE: Travel charges, such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable.

EXHIBIT B

HOURLY RATE SCHEDULE:



THE ALLIANCE GROUP CONSULTING

POSITION CLASSIFICATION	Hourly Billing Rate
Principal-In-Charge	\$ 216.00
Senior Project Manager	\$ 210.00
Project Manager	\$ 194.00
Senior Engineer	\$ 192.00
Professional Engineer	\$ 175.00
Design Engineer	\$ 129.00
CAD Technician	\$ 113.00
Project Assistant	\$ 86.00
Administrative	\$ 67.00
Billing Multiplier Applied to Base Rate	2.54 *
Note:	
Billing Rates Remain Firm for FY 2017-2019; FY 2020 increase: 5%	
* Multiplier Includes the 136% Combined Indirect Cost (Including Fringe Benefit, Overhead Rate, and General Admin), and 10% Profit.	
Other Direct Costs: Outside Printing/Reproduction. Delivery Services/USPS. Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual Cost. Mileage will be billed at current IRS Rate.	

EXHIBIT B

PORT OF LONG BEACH SUMMARY RATE SHEET

PROJECT/PROGRAM TITLE:

Corporation Name RailPros Inc
 Rates Effective Beginning June 1st 20 17 Ending May 31st 20 20

LABOR RATES		
Labor Category/Grade (As Identified in submittal for all project staff)	Hourly Base Rate	Hourly Fully-Loaded Rate
Project Manger	\$65.00	\$189.10
Track Inspector	\$40.00	\$116.37
Signal Inspector	\$50.00	\$145.46
CADD Operator	\$35.00	\$101.83
Administration	\$28.00	\$81.46
SR Railroad PM	\$120.00	\$349.12
SR Railroad Design Manager	\$100.00	\$290.94
Track Engineer	\$65.00	\$189.11
Signal Engineer	\$90.00	\$261.84
Traffic Engineer	\$67.00	\$194.96
Track/Civil Design	\$57.00	\$165.83
RE-Railroad	\$80.00	\$232.74

MULTIPLIERS		
Multiplier	Percent	Applied to
Fringe Benefits	41.32%	Direct Labor
Overhead	118.45%	Direct Labor
General & Administrative	0%	Included in Overhead
Fee or Profit	12%	Direct Labor/Overhead/Fringe
Subcontractor Oversight	0%	There is no markup on subconsultants

OVERTIME FACTORS		
Occasion	Factor	Labor Categories Affected
Holiday	N/A	
Weekend	N/A	
Night	N/A	

OTHER DIRECT CHARGES			
Charge	Price/Unit	Charge	Price/Unit
CADD	N/A	Reproduction—B & W regular	N/A
Communications	N/A	Reproduction—B & W oversized	N/A
Computer Usage	N/A	Reproduction—Color regular	N/A
Equipment and Supplies	Attach Rate Schedule	Reproduction—Color oversized	N/A
Mileage	N/A	Other— As Requested	Actual

NOTE: Travel charges, such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable.

EXHIBIT B**PORT OF LONG BEACH SUMMARY RATE SHEET**

PROJECT/PROGRAM TITLE:

Corporation Name Pacific Railway Enterprises, Inc.Rates Effective Beginning July 1 20 17 Ending December 31 20 20

LABOR RATES		
Labor Category/Grade (As identified in submittal for all project staff)	Hourly Base Rate	Hourly Fully-Loaded Rate
Sr. Systems Engineer	\$83.00 - \$108.00	\$174.66 - \$227.27
Sr. Railroad Systems Technologist IV	\$90.00 - \$92.00	\$189.39 - \$193.60
Sr. Railroad Systems Technologist III	\$73.50 - \$78.00	\$154.67 - \$164.14
Sr. Railroad Communications Technologist	\$75.00 - \$75.00	\$157.83 - \$157.83
Sr. Railroad Systems Technologist II	\$63.00 - \$66.00	\$132.58 - \$138.89
Sr. Railroad Systems Technologist I	\$60.00 - \$60.00	\$126.26 - \$126.26
Railroad Systems Technologist II	\$48.00 - \$51.00	\$101.01 - \$107.32
Railroad Systems Technologist I	\$39.50 - \$45.00	\$83.12 - \$94.70
Signal Designer III	\$31.50 - \$35.00	\$66.29 - \$73.65
Signal Designer II	\$27.00 - \$28.00	\$56.82 - \$58.92
Signal Designer I	\$19.00 - \$19.00	\$39.98 - \$39.98

MULTIPLIERS		
Multiplier	Percent	Applied to
Fringe Benefits		
Overhead	91.306%	Direct Labor
General & Administrative		
Fee or Profit	10%	Direct Labor and Overhead
Subcontractor Oversight		See Note Below.

OVERTIME FACTORS		
Occasion	Factor	Labor Categories Affected
Holiday		
Weekend		
Night		

OTHER DIRECT CHARGES			
Charge	Price/Unit	Charge	Price/Unit
CADD		Reproduction—B & W regular	
Communications		Reproduction—B & W oversized	
Computer Usage		Reproduction—Color regular	
Equipment and Supplies	Attach Rate Schedule	Reproduction—Color oversized	
Mileage		Other—	

NOTE: Other Direct Costs such as mileage, airfare, lodging, meals, vehicle rentals, communications, copying charges, office supplies, and other non-labor related costs, must be invoiced as expended. These types of expense should not be marked-up, unless otherwise stated in the contract. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable. This applies to Prime and Subconsultant invoices.

EXHIBIT B

POLB PROPOSAL FORM
Port of Long Beach Summary Rate Sheet

Instructions: Provide a complete breakdown of the hourly charge rates of professional and support staff by labor category for the primary consultant and subconsultants. These titles must be used throughout the duration of the contract. Multiple Rate Sheets may be submitted to reflect yearly adjustments and/or subconsultant charge rates.

COMPANY NAME:	Castle Environmental Consulting, LLC
DATES RATES ARE EFFECTIVE:	2017-2020

LABOR RATES			
Labor Category/Grade		Hourly Base Rate	Hourly Fully-Loaded Rate
Senior Air Quality Specialist		83.94	150.00
Click here to enter text.		Click here to enter text.	Click here to enter text.
Click here to enter text.		Click here to enter text.	Click here to enter text.
Click here to enter text.		Click here to enter text.	Click here to enter text.
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Click here to enter text.		Click here to enter text.	Click here to enter text.
Click here to enter text.		Click here to enter text.	Click here to enter text.
Click here to enter text.		Click here to enter text.	Click here to enter text.
MULTIPLIERS			
Multiplier	Percent	Applied to:	
Fringe Benefits	25%	Hourly Base Rate	
Overhead	18%	Hourly Base Rate	
General & Administrative	27%	Hourly Base Rate	
Fee or Profit	9%	Hourly Base Rate	
Subcontractor Oversight	Choose an item.	Click here to enter text.	
OVERTIME FACTORS			
Occasion	Factor	Labor Categories Affected	
Holiday	1	All	
Weekend	1	All	
Night	1	All	
OTHER DIRECT CHARGES			
Charge	Price/Unit	Charge	Price/Unit
CADD	n/a	Reproduction-B&W Regular	Actual cost if outsourced
Communications	No charge	Reproduction-B&W Oversized	Actual cost if outsourced
Computer Usage	No charge for in-house	Reproduction-Color Regular	Actual cost if outsourced
Equipment and Supplies	Attach Rate Schedule	Reproduction-Color/Oversized	Actual cost if outsourced
Mileage	Prevailing IRS Rate	Other—AERMOD CPU Outsourcing (parallel processing)	Actual cost if outsourced

NOTE: Travel charges, such as airfare, lodging, meals, vehicle rentals, communications, etc., must be invoiced as expended. Complete and detailed back-up must be supplied with invoices. Per diem charges are not acceptable.

EXHIBIT B**PORT OF LONG BEACH SUMMARY RATE SHEET**

PROJECT/PROGRAM TITLE:

Corporation Name ImageCat, Inc.Rates Effective Beginning April, 1 2017 Ending March 31 2020

LABOR RATES		
Labor Category/Grade (As identified in submittal for all project staff)	Hourly Base Rate	Hourly Fully-Loaded Rate
Senior consultant	\$84.49	\$215.37
Project manager	\$52.78	\$134.54
Project engineer	\$48.14	\$122.72
Project analyst	\$36.58	\$93.23
Support	\$28.35	\$72.26

MULTIPLIERS		
Multiplier	Percent	Applied to
Fringe Benefits		
Overhead	136%	
General & Administrative		
Fee or Profit	8%	
Subcontractor Oversight		See Note Below.

OVERTIME FACTORS		
Occasion	Factor	Labor Categories Affected
Holiday	1X	
Weekend	1X	
Night	1X	

OTHER DIRECT CHARGES			
Charge	Price/Unit	Charge	Price/Unit
CADD	NA	Reproduction—B & W regular	
Communications	NA	Reproduction—B & W oversized	
Computer Usage	NA	Reproduction—Color regular	
Equipment and Supplies	Attach Rate Schedule	Reproduction—Color oversized	
Mileage	53.5 cents/mi.	Other—	

NOTE: Other Direct Costs such as mileage, airfare, lodging, meals, vehicle rentals, communications, copying charges, office supplies, and other non-labor related costs, must be invoiced as expended. These types of expense should not be marked-up, unless otherwise stated in the contract. Complete and detailed back-up must be supplied with invoice. Per diem charges are not acceptable. This applies to Prime and Subconsultant invoices.

EXHIBIT B



NorthSouth GIS LLC
244 S. San Pedro Street, Suite 202
Los Angeles, CA 90012

phone (800) 866-5013

www.northsouthgis.com

NorthSouth GIS LLC Rates 2017 – 2020*

Role	Rate
Sr. GIS Consultant	\$230
GIS Consultant, GIS Systems Architect	\$210
Software Architect	\$205
Project Manager, GIS Implementation Architect	\$200
Sr. GIS Analyst, Sr. GIS Developer, GIS Implementation Specialist	\$180
Intermediate GIS Analyst, Intermediate GIS Developer	\$155
Jr. GIS Analyst, Jr. GIS Developer	\$130

*Blended, fully-burdened rates



EXHIBIT C

Port of Long Beach
Insurance Requirements
and
Liability Special Endorsement Forms

EXHIBIT C

RFP – Rail Study Update

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below.

The required insurance and the documents provided as evidence thereof shall be in the name of Consultant as indicated on this contract.

Package policies which contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted.

If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below.

Excess or umbrella policies, if used, shall be following form and shall provide coverage that is equal to or broader than the underlying coverage.

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits.

Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate.

Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors.

The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims.

Defense costs shall be in addition to limits.

The policy must include work performed “by or on behalf” of the Consultant.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Coverage shall not exclude contractual liability, restrict coverage to the sole liability

EXHIBIT C

of Consultant, require the City to notify or tender defense or indemnity to its insurer(s), make its insurance available, or contain any other exclusion contrary to this contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from the termination or expiration of this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Chief Executive of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Form CG 20 10 (2004) or its equivalent.

Additional Insured endorsements shall not: 1) exclude "Contractual Liability", 2) restrict coverage to the sole liability of the contractor, or 3) contain any other exclusion contrary to this contract.

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto).

Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

Defense costs shall be in addition to limits.

If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the City. Consultant agrees to provide

EXHIBIT C

written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Workers' Compensation:

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Executive Director of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Professional Liability Insurance:

Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000). Covered Professional Services shall specifically include all work to be performed under the Contract and delete any exclusion that may potentially affect the work to be performed under the Contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract with the Port and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from the termination or expiration of this Contract.

EXHIBIT C

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Executive Director of the Harbor. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

Deductible/Self-Insured Retention:

Any deductible or self-insured retention must be approved in writing by the Chief Executive Officer and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

Evidence of Insurance:

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through its Board of Harbor Commissioners ("Evidence of Insurance") or certified copies of the required policies containing the terms and conditions required by this contract to the Executive Director of the Harbor for approval as to sufficiency and to the City Attorney or approval as to form.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director of the Harbor.

Failure to Maintain Coverage:

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

Acceptability of Insurers:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

EXHIBIT C

Contractual Liability:

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.