

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

TEMPORARY ENTRY AND USE PERMIT

TEUP No. 1867

The City of Los Angeles, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), hereby grants permission to Geosyntec Consultants, Inc., a Florida corporation ("Assignee") to occupy and use certain lands and facilities within the Harbor District owned or under the control of City, subject to the following terms and conditions:

1. Premises. Assignee is permitted under this Temporary Entry and Use Permit ("TEUP") to use land area at Berths 191 through 194 as delineated and more particularly described on Exhibit A ("Premises").

2. Permitted Use. The Premises shall be used for a subsurface exploration program consisting of Cone Penetration Testing ("CPT") (two locations to 100 ft depth), mud rotary drilling (two locations to 100 ft depth), and infiltration tests using a shallow test pit method (three locations to 2 ft depth). Assignee shall also perform a surface geophysical survey for utility conflict and disposal of soil cuttings after testing. All borings and CPT holes will be backfilled with cement bentonite grout. All infiltration test pits will be backfilled with soil cuttings. Assignee's operations and use of the Premises shall at all times comply with all conditions set forth in Exhibit B. The rights hereby granted to use the Premises for said purposes shall not be exclusive, and whenever the Premises, or any part thereof, are not required in whole or in part for the use of Assignee for the stated purposes, the Executive Director of the City's Harbor Department ("Executive Director") shall have the right to and may make other assignments to any other person or entity to use such Premises, or any part thereof. Assignee shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises or adjacent premises; provided, however, Assignee may, in City's sole discretion, remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Assignee to be or remain on the Premises, and Assignee shall prevent any such material or matter from being or accumulating upon the Premises. Assignee further agrees not to keep on the Premises, or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

3. Effective and Termination Dates. This TEUP shall commence and become effective on July 18, 2022 ("Effective Date") and shall terminate on August 18, 2022 ("Termination Date"). Termination Date shall also mean the date of termination of this TEUP upon the expiration of any renewal, for a conflict of interest as set forth in Section 18, for Assignee's misrepresentation as set forth in Section 19, by operation of law, or for any other reason.

4. Assignment Revocable. This TEUP shall be revocable at any time by Assignee or by Executive Director upon the giving of at least three (3) days' written notice to the other party stating the date and time upon which this TEUP shall terminate. Assignee understands and agrees that Assignee has the interest only of a licensee and has no other interest in the Premises. Assignee understands and agrees that the City reserves the unqualified and unconditional right at any time without any more notice to Assignee than set forth in this Section 4 to withdraw the Premises from Assignee's use. Assignee understands and agrees that, notwithstanding any expenditures they may have made in preparation for its use of the Premises, such withdrawal from use by City does not entitle Assignee or any other person to any damages. Neither City, nor any Board member, officer, or employee thereof, shall be liable in any manner to Assignee because of such revocation.

5. Compensation.

(a) Compensation. Assignee shall pay to City the sum of Zero Dollars (\$0.00) for the use of the Premises ("Compensation"). Use of the Premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required under the Tariff. Assignee agrees to pay such additional charges.

(b) Security Deposit. Assignee shall deposit with City a sum equal to Zero Dollars (\$0.00) as security for Assignee's performance under this TEUP ("Security Deposit"). Any deposit required under this Section 5 shall be in addition to any deposit required for the issuance of a Harbor Engineer Permit pursuant to Section 7 of this TEUP.

(c) No Right to Set-Off. Notwithstanding any other provision of this TEUP, Assignee's obligation to pay all Compensation to City shall be absolute and unconditional and shall not be affected by any circumstance including, without limitation, any set-off, counterclaim, recoupment, defense, or other right or claim which Assignee may have against City.

6. Premises Satisfactory to Assignee / Required Modifications. Assignee has inspected the Premises and agree that they are suitable for the Permitted Use. No officer or employee of City has made any representation or warranty with respect to the Premises, and in entering into this TEUP, Assignee agrees it relies only on the provisions of the TEUP. Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Assignee's operations, shall be constructed, installed, or removed at Assignee's sole expense. Assignee shall obtain a Harbor Engineer Permit from the office of the Chief Harbor Engineer, Engineering Division, of City's Harbor Department ("Chief Harbor Engineer") and shall comply with the requirements of Section 7 of this TEUP before making any modification, improvement, or addition to the Premises.

7. Alterations on Premises. Assignee shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval and a Harbor Engineer Permit. Assignee shall submit to City a complete Application for Port Permit that attaches a complete set of drawings, plans, and specifications reflecting the proposed Alteration. Where applicable, the drawings, plans, and specifications must be prepared and stamped by a licensed engineer registered in the State of California. All projects in the Harbor District are subject to review by City's Harbor Department pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. City's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Assignee, at its own expense, shall obtain all permits necessary for such Alteration, including a Harbor Engineer Permit, prior to the commencement of such Alteration. All Alterations by Assignee pursuant to this TEUP shall be at Assignee's sole expense. Assignee shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto. Assignee shall give written notice to the Chief Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the Alteration, Assignee shall notify the Chief Harbor Engineer of the date of such completion.

8. Signs and Lighting.

(a) Assignee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Assignee obtains consent, Assignee shall also comply with the requirements of Section 7 of this TEUP prior to erecting or displaying any signs or advertising matter on the Premises. Assignee shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or

displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code.

(b) Assignee acknowledge that the Premises may lack adequate lighting for a Permitted Use and that Assignee is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. Assignee shall comply with the requirements of Section 7 of this TEUP prior to installing any lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

9. Immediate Access to Repair / Maintain Premises. Assignee is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Assignee agrees to relocate, at its expense, all of its equipment and other personal property to provide such personnel adequate access. Assignee agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Assignee agrees neither the department servicing the Premises nor City shall be responsible for any loss Assignee may suffer as a result of such maintenance or repair.

10. Premises Subject to Tariff. Assignee accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this TEUP subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to Premises and/or the Permitted Use. Assignee represents and warrants that it has received, read, and understand the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this TEUP, Assignee is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this TEUP and a Tariff provision. In the event of such conflict, this TEUP shall at all times prevail.

11. Compliance with Applicable Laws and Environmental Obligations.

(a) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Assignee, at Assignee's sole cost and expense, shall comply with all applicable federal, state, county, City, or government agency laws, statutes, ordinances, standards, codes (including all building codes), rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Assignee's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 USCS §§ 9601 *et seq.*) in its present or successor form and its implementing regulations;

(ii) The Resource Conservation and Recovery Act and Hazardous and Solid Waste Amendments of 1984 ("RCRA") (42 USCS §§ 6901 *et seq.*) in its present or successor form and its implementing regulations;

(iii) The federal Clean Water Act (33 USCS §§ 1251 *et seq.*) in its present or successor form and its implementing regulations;

(iv) The California Porter-Cologne Water Quality Control Act (California Water Code §§ 13020 *et seq.*) in its present or successor form and its implementing regulations;

(v) The federal Clean Air Act (42 USCS §§ 7401 *et seq.*) in its present or successor form and its implementing regulations;

(vi) The California Clean Air Act of 1988 (Chapter 1568, Statutes of 1988) in its present or successor form and its implementing regulations;

(vii) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code §§ 40400 *et seq.*) in its present or successor form and its implementing regulations; and

(viii) 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 Environmentally Regulated Material (as defined in Section 11(c)), the Premises, and/or Assignee's use and/or occupancy thereof.

(b) It is the parties' intent that Assignee will make, at Assignee's sole cost and expense, any and all alterations, improvements, and changes, whether structural or nonstructural, that are required by Applicable Laws. In addition, Assignee shall comply immediately with all applicable environmental policies, rules, and directives of City's Harbor Department, known as the Port Environmental Policies. This TEUP shall be construed in accordance with California law.

(c) Assignee shall not cause or permit any Environmentally Regulated Material, as defined in this Section 11(c), to be generated, brought onto, handled, used, stored, transported from, received, or disposed of (hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required, or necessary under Section 2 of this TEUP, if any. Assignee shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Assignee's occupancy. The term "Environmentally Regulated Material" shall mean:

(i) Any "hazardous substance" as that term is defined in the CERCLA;

(ii) "Hazardous waste" as that term is defined in the RCRA;

(iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereinafter in effect);

(iv) Radioactive material, including any source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USCS §§ 2011 *et seq.*) in its present or successor form;

(v) Asbestos in any form or condition;

(vi) Polychlorinated biphenyls ("PCBs") and any substance or compound containing PCBs; and

(vii) Petroleum products.

(d) Assignee shall remediate or cause the remediation of any spill, discharge, or release of any Environmental Regulated Material that occurs in, on, under, or about the Premises ("Contamination") whether caused by Assignee or any party for which Assignee is responsible during Assignee's

occupancy, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater, or air, or of adjacent premises (including soil, sediment, groundwater, or air) and including Contamination that is considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board, by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment, or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 11, Assignee shall also comply with any other conditions reasonably imposed by City. If Assignee knows or has reasonable cause to believe that Contamination has occurred in, on, under, or about the Premises, Assignee shall immediately give written notice to City.

(e) Assignee bears sole responsibility for full compliance with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, regardless of whether the obligation for such compliance or responsibility is placed on the owner of the Premises, on the owner of any improvements on the Premises, on the user of the Premises, or on the user of any improvements on the Premises. Assignee agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Assignee as a result of noncompliance with any Applicable Laws shall be the sole responsibility of Assignee and that Assignee shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines, and penalties and/or judgments, including attorneys' and experts' fees. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Assignee's noncompliance with any of the aforementioned authorities, and Assignee shall indemnify and reimburse City for any such payments.

(f) In discharging Assignee's obligations under this TEUP, if Assignee disposes of any Contamination, within thirty (30) days of Assignee's receipt of original documents, Assignee shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. Neither City, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material.

(g) In discharging Assignee's obligations under this TEUP, Assignee shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory upon City's written approval. By signing this TEUP, Assignee hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section 11, "Assignee" includes agents, employees, contractors, subcontractors, and/or invitees of Assignee.

(h) Assignee shall implement City's Harbor Department's policies, known as Best Management Practices, in order to reduce the potential for pollutants to enter Harbor waters, as follows:

(i) Facility Operations: Clean and maintain facility regularly. Use dry cleaning methods whenever possible; avoid washing areas down. Do not allow sweepings or sediment to enter the storm drain or the Harbor. Collect wash water for disposal or direct to a clarifier. Do not encourage scavengers. Do not feed birds, feral cats, sea lions, or other scavengers. Recycle whenever possible.

(ii) Maintenance Operations: Use drip pans to prevent any drips or leaks from contacting the ground during maintenance and fueling operations. Clean spills or drips immediately using dry methods. Use spill cleanup kits to confine or contain spills. Do not hose down equipment or allow process water to enter the storm drain or the Harbor. Place tarps beneath maintenance and repair operations to prevent materials such as paint chips and metals from contacting the ground.

(iii) **Material and Waste Handling and Storage:** Train employees responsible for waste management on handling and disposal procedures. Store all hazardous and universal waste in accordance with all federal, state, and local regulations. Store all materials and waste inside and in secondary containment. If stored outside, store only in designated, covered, and contained areas. Store waste in covered, leak proof, labeled containers. Keep lids closed on all outdoor containers including dumpsters. Store all oily products (e.g. engines), batteries, tires, and metal off the ground and under cover when stored outdoors.

(i) Except as may be otherwise provided in this TEUP, Assignee's obligations in this Section 11 shall survive the Termination Date of this TEUP.

12. **Maintenance, Restoration, and Surrender of Premises.** Assignee, at its sole cost and expense, shall keep and maintain the Premises, and all works and improvements of any kind thereon, in good and substantial repair and condition and shall be responsible for and perform all necessary inspection, maintenance, and repair thereof, including preventive maintenance. Assignee shall obtain any permits, including but not limited to those issued by City, necessary for such maintenance and repair. Upon the termination of this TEUP, Assignee shall quit and surrender occupancy and use of the Premises to City and shall, without cost to City, remove any and all of its property and restore the Premises to the same or as good condition as the same were in at the time of the first occupancy thereof by Assignee. Assignee may incur additional charges if Assignee fails to fully restore the Premises to the satisfaction of the Executive Director prior to the termination of this TEUP.

13. **Indemnity.**

(a) Except as may arise from the sole negligence or willful misconduct of City and to the extent attributable to Assignee or any party for which Assignee is responsible, Assignee shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Assignee, its officers, agents, employees, sublessees, assignee, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Assignee, its officers, agents, employees, sublessees, assignee, or invitees under or pursuant to the provisions of this TEUP or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Assignee, its officers, agents, employees, sublessees, assignee, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;

(iv) Any failure of Assignee, its officers, agents, or employees to comply with any of the terms or conditions of this TEUP or any Applicable Laws; or

(v) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (i), (ii), (iii) and (iv) above, existing or conducted upon or arising from the use or

occupation by Assignee or its invitees on any other premises within the Harbor District, as defined in the Charter of City.

(b) Assignee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 13. The term "persons" as used in this Section 13 shall include, but not be limited to, officers and employees of Assignee.

(c) Assignee shall also indemnify, defend, and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees, and experts' fees) which arise during or after the term of this TEUP as a result of Contamination for which Assignee is otherwise responsible for under the terms of this TEUP. This indemnification of City by Assignee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state, or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

(d) The indemnity obligations under this Section 13 shall survive the Termination Date of this TEUP and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

14. **Insurance.** In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 13 of this TEUP, Assignee shall procure and maintain at its sole cost and expense, and keep in force at all times during the term of this TEUP, the following insurance:

(a) Commercial general liability insurance, including contractual liability and property damage insurance, written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Assignee's normal limits of liability but not less than One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence / Two Million Dollars (\$2,000,000) general aggregate. Where Tenant's operations involve work within fifty (50) feet of railroad track, Tenant's general liability coverage shall also have the railroad exclusion deleted.

(b) Automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles.

(c) Limits for coverage required under Section 14 of this TEUP shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self insurance in those cases where, in his or her sole judgment, such retention or self insurance is justified by the net worth of Assignee. The self-insured retention or self insurance shall provide that any other insurance maintained by City's Harbor Department shall be excess of Assignee's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self insurance, Assignee shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

(d) If Assignee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Assignee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(e) Policies submitted pursuant to Section 14 of this TEUP shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and its officers, agents, and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts, and activities of all the insureds under Temporary Entry and Use Permit No. 1867, and under any amendments, modifications, extensions, or renewals of said permit regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

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

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

(iv) "Notice of occurrences or claims under the policy shall be made to the City's Risk Manager with copies to the Los Angeles City Attorney's Office."

(f) Assignee shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this TEUP in accordance with Section 3700 of the California Labor Code. Assignee shall file with City one of the following:

(i) A certificate of consent to self insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier;
or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Assignee's occupancy of the Premises. Where Assignee has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Assignee shall furnish proof of such coverage to City. It is suggested that Assignee consult with its insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(g) All insurance procured by Assignee shall comply with the following:

(i) For each insurance policy, the Assignee shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium,

and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Assignee's insurance documents. KwikComply is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Assignee's insurance broker or agent shall obtain access to KwikComply at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Assignee's behalf.

(iii) Prior to the expiration of each policy, Assignee shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Assignee neglects or fails to secure or maintain the required insurance, or if Assignee fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Assignee, obtain such insurance for Assignee.

(iv) Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Assignee increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Assignee.

(v) Upon request by City, Assignee must furnish a copy of the binder of insurance and/or full certified copies of any or all policies of insurance required herein. Assignee's obligation to provide such copies shall survive the Termination Date regardless of whether City's request is made prior to or after the Termination Date.

(vi) Assignee shall report in writing to Executive Director within fifteen (15) days after they, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Assignee's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other relevant information as may be known to Assignee, its officers, or its managing agents.

15. No Assignments/Sublicenses/Transfers. No transfer of this TEUP, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Assignee (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Assignee), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublicense, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this TEUP (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Assignee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation of this TEUP or Assignee's assets, which involvement results in a reduction of the net worth of Assignee (defined as the net worth of Assignee, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this TEUP or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 15, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Assignee's assets in the hands of a receiver or trustee; or (2) a transfer by Assignee for the benefit of

creditors; or (3) transfers resulting from the death or incapacity of any individual who is an Assignee or of a general partner of an Assignee.

16. Assignee Name Change. Assignee shall notify City in writing within ten (10) days of making any changes to its names as set forth in the preamble of this TEUP and shall provide City with all documents in connection with the change.

17. Transfer of Stock. If Assignee is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Assignee is traded during any calendar year after filing its application for this TEUP, Assignee shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Assignee is listed on either the New York Stock Exchange, NASDAQ, or the NYSE Arca Options. If more than twenty-five percent (25%) of the Assignee's stock is transferred, whether by one or by means of successive transfers, regardless of whether such Assignee is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 15. Any such transfer shall void this TEUP. Such a transfer is agreed to be a breach of this TEUP which shall entitle the Executive Director to immediately terminate this TEUP by giving written notice thereof.

18. Conflict of Interest. It is understood and agreed that the parties to this TEUP have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this TEUP. Notwithstanding any other provision of this TEUP, it is further understood and agreed that if such a financial interest does exist at the inception of this TEUP, City may immediately terminate this TEUP by giving written notice thereof.

19. Termination for Misrepresentations. This TEUP is granted pursuant to an application filed by Assignee with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said TEUP, Executive Director may terminate this TEUP immediately upon written notice to Assignee.

20. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this TEUP, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To City: Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attention: Executive Director
Attention: Director of Waterfront & Commercial Real Estate

With a copy to: Office of City Attorney—Harbor Department
425 S. Palos Verdes Street
San Pedro, California 90731
Attention: General Counsel

To Assignee: Geosyntec Consultants, Inc.
1031 S. Broadway, Suite 300
Los Angeles, California 90015
Attention: Jerko Kocijan

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this TEUP refer to calendar days unless otherwise specifically stated.

21. Construction of Agreement. This TEUP shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this TEUP.

22. No Waiver. No waiver by either party at any time of any terms or conditions of this TEUP shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of compensation by City shall not be deemed a waiver of any other breach by Assignee of any term or condition of this TEUP other than the failure of Assignee to timely make any particular compensation payment so accepted. No breach of a covenant, term, or condition of this TEUP will be deemed to have been waived by City unless the waiver is in writing and executed by City.

23. Joint and Several Obligations of Assignee. If more than one individual or entity comprises Assignee, the obligations imposed on each individual or entity that comprises Assignee under this TEUP shall be joint and several.

24. Time of the Essence. Time is of the essence in this TEUP.

25. State Tidelands Act. This TEUP, the Premises, and Assignee's use and occupancy thereof shall at all times be subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (1929 Cal. Stats., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Assignee shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.

26. Section Headings. Section headings used in this TEUP are merely descriptive and not intended to alter the terms and conditions of the sections.

27. Integrated Agreement. It is understood that this TEUP supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations, and understandings, if any, between the parties related to the subject matter of this TEUP and there are no oral agreements that affect any of the terms of this TEUP.

28. Amendments. No provision of this TEUP may be amended except by an agreement in writing signed by City and Assignee. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

29. Governing Law and Venue. This TEUP is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this TEUP shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date to the left of its signatures.

DATED: _____

CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

DATED: 7/21/2022

GEOSYNTEC CONSULTANTS, INC.

By: Margan Cline
Name: Margan Cline
Title: Vice President

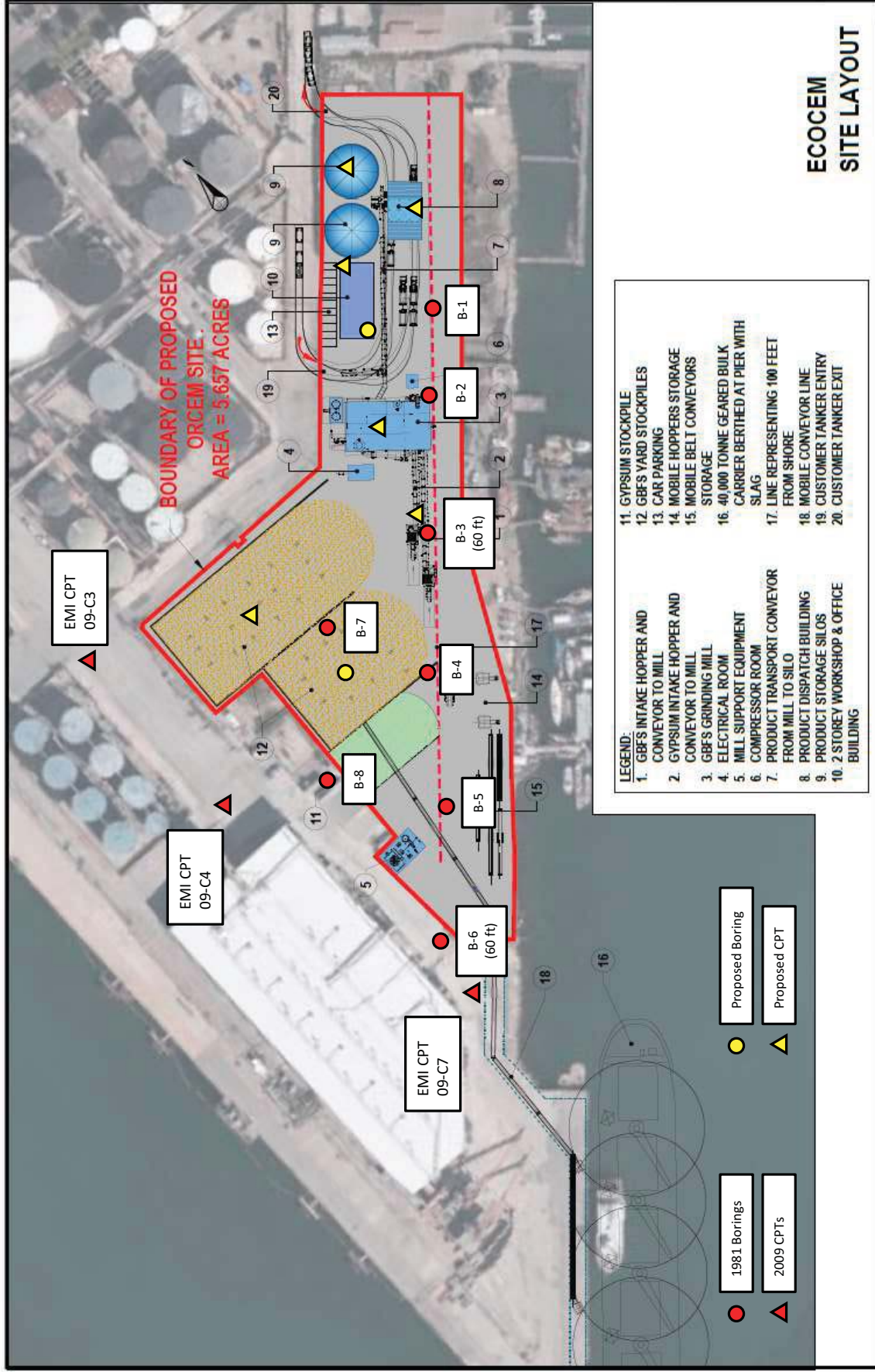
By: Margan Cline
Name: Margan Cline
Title: _____

Jon Dickinson
Jon Dickinson
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY

July 21, 2022
MICHAEL M. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By: Janet Karkanen
JANET KARKANEN, Deputy



Proposed Locations of Subsurface Explorations

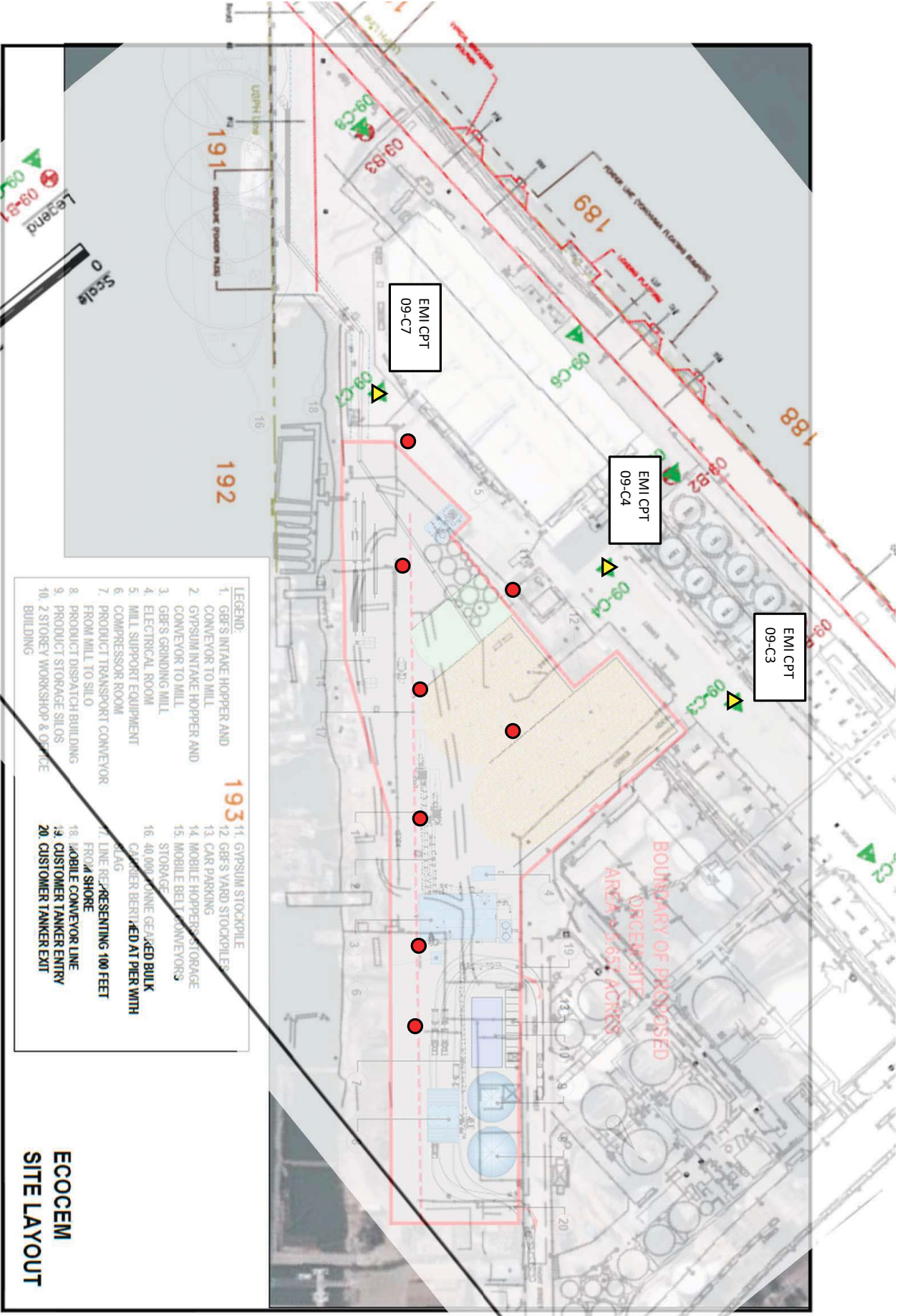
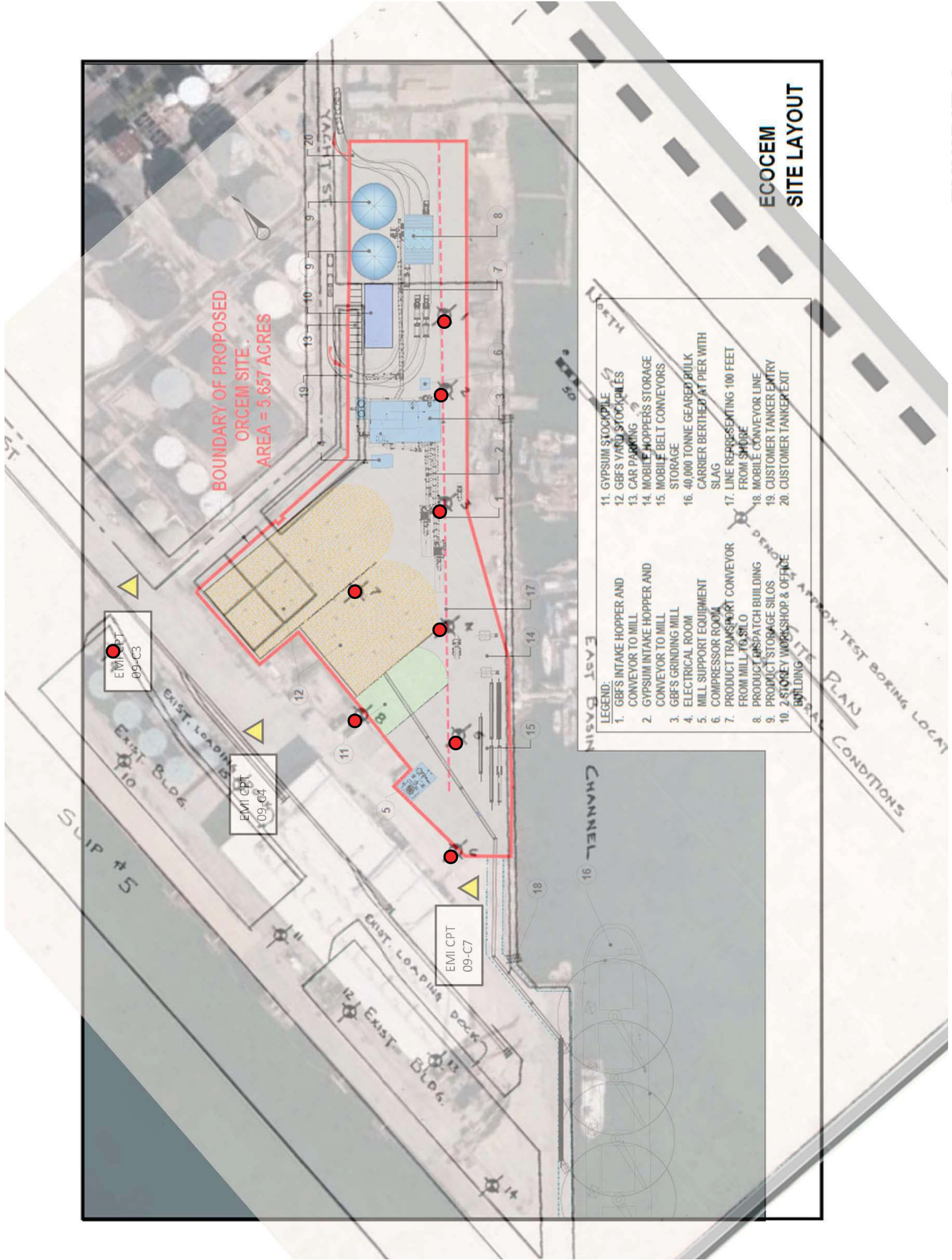


EXHIBIT A



**BOUNDARY OF PROPOSED
ORCEM SITE.
AREA = 5.657 ACRES**

EMI CPT
09-C3

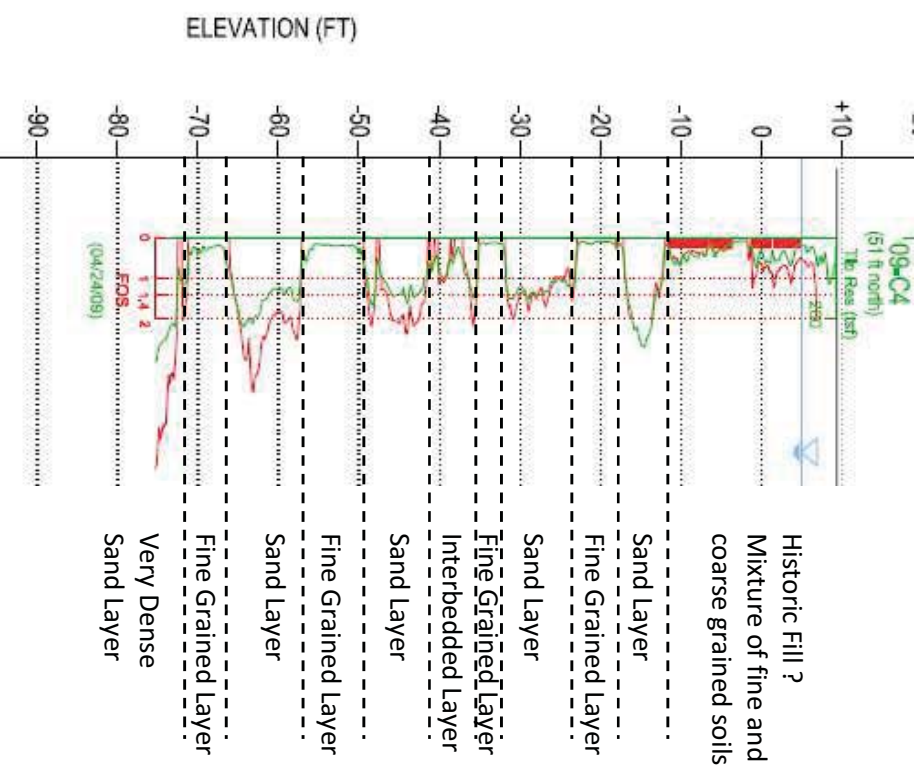
EMI CPT
09-C4

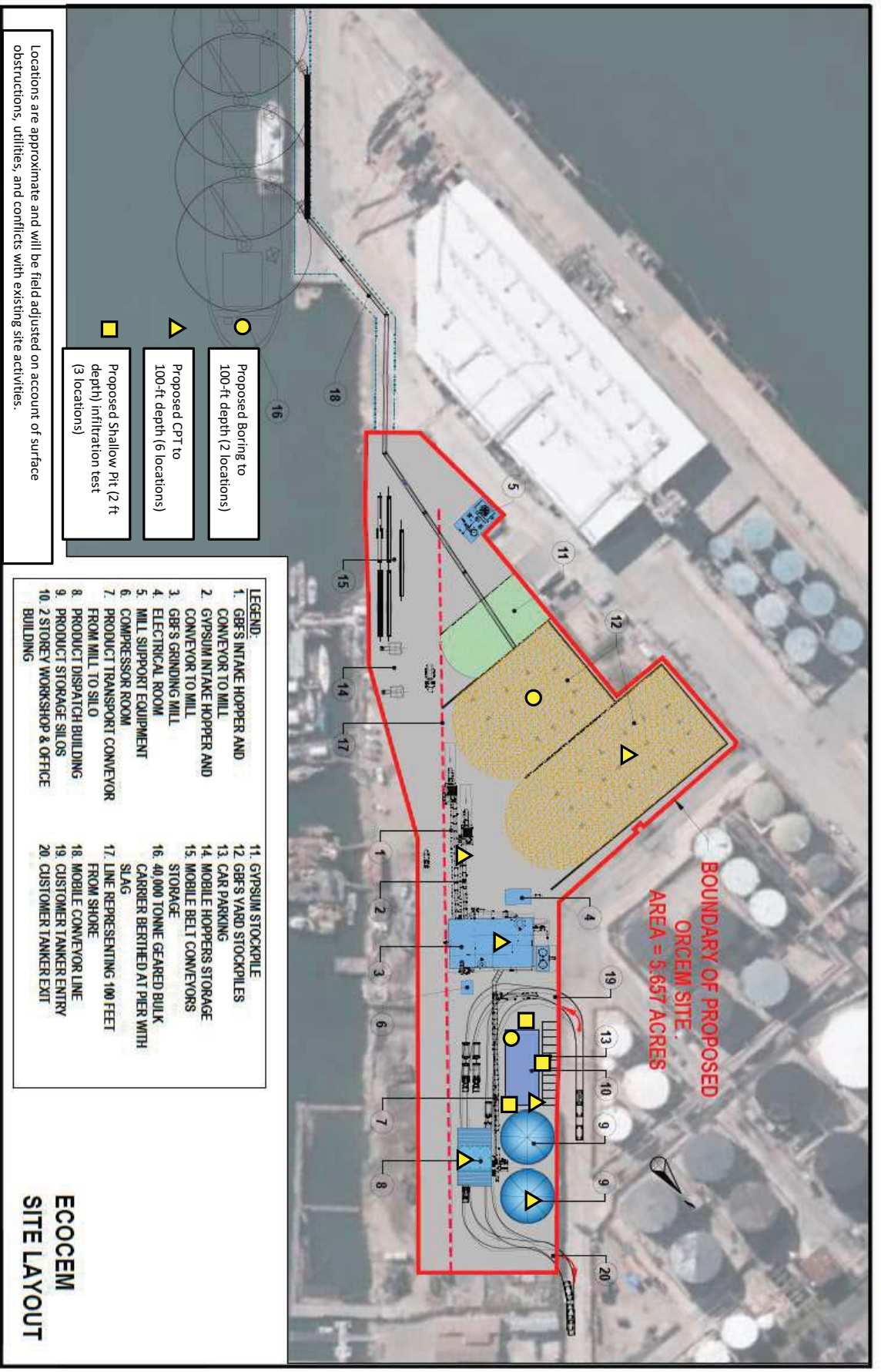
EMI CPT
09-C7

LEGEND:

1. GBFS INTAKE HOPPER AND CONVEYOR TO MILL
2. GYPSUM INTAKE HOPPER AND CONVEYOR TO MILL
3. GBFS GRINDING MILL
4. ELECTRICAL ROOM
5. MILL SUPPORT EQUIPMENT
6. COMPRESSOR ROOM
7. PRODUCT TRANSPORT CONVEYOR FROM MILL TO SILO
8. PRODUCT DISPATCH BUILDING
9. PRODUCT STORAGE SILOS
10. 2 STOREY WORKSHOP & OFFICE BUILDING
11. GYPSUM STOCKPILE
12. GBFS YARD STOCKPILES
13. CAR PARKING
14. MOBILE HOPPERS STORAGE
15. MOBILE BELT CONVEYORS STORAGE
16. 40,000 TONNE GEARED BULK CARRIER BERTHED AT PIER WITH SLAG
17. LINE REPRESENTING 100 FEET FROM SHORE
18. MOBILE CONVEYOR LINE
19. CUSTOMER TANKER ENTRY
20. CUSTOMER TANKER EXIT

**ECOCEM
SITE LAYOUT**





Locations are approximate and will be field adjusted on account of surface obstructions, utilities, and conflicts with existing site activities.

- Proposed Boring to 100-ft depth (2 locations)
- Proposed CPT to 100-ft depth (6 locations)
- Proposed Shallow Pit (2 ft depth) Infiltration test (3 locations)

- LEGEND:**
- | | |
|---|--|
| 1. GBS INTAKE HOPPER AND CONVEYOR TO MILL | 11. GYPSUM STOCKPILE |
| 2. GYPSUM INTAKE HOPPER AND CONVEYOR TO MILL | 12. GBS YARD STOCKPILES |
| 3. GBS GRINDING MILL | 13. CAR PARKING |
| 4. ELECTRICAL ROOM | 14. MOBILE HOPPERS STORAGE |
| 5. MILL SUPPORT EQUIPMENT | 15. MOBILE BELT CONVEYORS STORAGE |
| 6. COMPRESSOR ROOM | 16. 40,000 TONNE GEARED BULK CARRIER BERTHED AT PIER WITH SLAG |
| 7. PRODUCT TRANSPORT CONVEYOR FROM MILL TO SILO | 17. LINE REPRESENTING 100 FEET FROM SHORE |
| 8. PRODUCT DISPATCH BUILDING | 18. MOBILE CONVEYOR LINE |
| 9. PRODUCT STORAGE SILOS | 19. CUSTOMER TANKER ENTRY |
| 10. 2 STOREY WORKSHOP & OFFICE BUILDING | 20. CUSTOMER TANKER EXIT |

**ECOCEM
SITE LAYOUT**

Proposed Locations of Subsurface Explorations

Proposed Bulk Handling and Processing Facility - Berths 191 through 194

SOIL BORINGS AND/ OR WELL INSTALLATIONS/ ABANDONMENT

ENVIRONMENTAL PERMIT CONDITIONS:

1. All necessary permits, agency approvals, and agency notifications shall be responsibility of the permittee.
2. Permits shall be obtained as required from the Los Angeles County Department of Public Health (LACDPH) for each planned groundwater well and/ or soil boring (if expected to reach groundwater).
3. Each boring must be accompanied by a borehole log. One (1) copy of this information shall be submitted to the Director of Environmental Management Division (City of Los Angeles Harbor Department, Environmental Division, 425 S. Palos Verdes Street, San Pedro, CA 90731) upon completion of the installation.
4. Underground Service Alert of Southern California (a.k.a. Digalert) shall be notified (dial 8-1-1) a minimum of 48 hours prior to any subsurface intrusion work, and the issued Digalert ticket number shall be maintained on- site. The Digalert ticket number shall be provided to the Harbor Department if requested.
5. The upper 5- feet of each soil or well boring shall be advanced using a hand auger to confirm that there are no subsurface obstructions.
6. All soil borings within 25 feet from the centerline of any railroad track must notify the track owner/ company.
7. Drill rig masts must be a minimum of 15- feet from overhead power lines.
8. All soil borings and wells will be backfilled/ completed in accordance with the LACDPH permit and California Well Standards Bulletins 74-81 and 74-90 (for well construction).
9. All soil cuttings, decontamination water, and waste products generated from the field work, shall be placed in 55- gallon DOT- approved drums (or other larger sealable containment if needed), sealed, and properly labeled. The drums shall be secured on pallets or concrete/ asphalt until the samples are analyzed and a determination can be made for their appropriate disposal.
10. The Los Angeles Harbor Department's Director of Environmental Management shall be notified of all observances or occurrences of soil and/ or groundwater contamination. Continued work at the site will require the approval of the Director of Environmental Management Division. Copies of the report summarizing subsequent activities shall be submitted to the Director of Environmental Management Division within 30 days of discovery of the contamination.
11. All contaminated materials, including those impacted with petroleum waste products, shall be removed from the project site, treated and/ or disposed at the appropriate facilities. At no time shall contaminated soil or groundwater (i.e. waste) be placed back onto the ground or into a boring. Copies of hazardous and or non/ hazardous waste manifests or other documents indicating the volume, nature, and disposition of such materials shall be submitted to the Director of Environmental Management Division within 30 days of project completion.

03/11/2020

APP No.:220518-097

EXCAVATION

ENVIRONMENTAL PERMIT CONDITIONS:

1. All necessary permits, agency approvals, and agency notifications shall be responsibility of the permittee.
2. Underground Service Alert of Southern California (a.k.a. Digalert) shall be notified (dial 8-1-1) a minimum of 48 hours prior to any subsurface intrusion work, and the issued Digalert ticket number shall be maintained on- site. The Digalert ticket number shall be provided to the Harbor Department if requested.
3. All necessary precautions shall be taken to prevent contamination of the soil and/ or groundwater during the excavation and/ or construction phase(s) of the project.
4. All trench excavation and filling operations shall be observed for the presence of free petroleum products, chemicals, or contaminated soil. Discolored/ odiferous soil or suspected contaminated soil shall be segregated from light colored soil. The contaminated soil should be stockpiled on visqueen sheeting, covered with visqueen, and characterized and disposed properly.
5. All excavations shall be filled with structurally suitable fill material which is free from contamination and meets the Harbor Department Environmental Management Division's Environmental Guidance for Industrial Fill Material.
6. The Permittee shall be required to confer with the South Coast Air Quality Management District (SCAQMD) prior to work start up to determine if a permit/ mitigation plan will be needed pursuant to Rule 1166 Volatile Organic Compound Emissions from Decontamination of Soil which deals with hydrocarbons (vapors) that may be released during trenching/ excavation activities. Permittee shall comply with all SCAQMD permit/ mitigation plan requirements.
7. All excavation work shall be performed in accordance with all Occupational Safety and Health Administration (OSHA) requirements of 29 CFR 1926.650, 1926.651, 1926.652 or comparable OSHA- approved state plan requirements.
8. The Los Angeles Harbor Department's Director of Environmental Management shall be notified of all observances or occurrences of soil and/ or groundwater contamination immediately. Copies of the report or workplan summarizing subsequent activities shall be submitted to the Director of Environmental Management (Los Angeles Harbor Department, 425 S. Palos Verdes Street, San Pedro, CA 90731) within 30 days of project completion.
9. All contaminated materials, including those contaminated with petroleum waste products, shall be properly removed from the project site, treated, and/ or disposed at the appropriate facilities in accordance with applicable regulations. Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials shall be submitted to the Director of Environmental Management within 30 days of project completion.

02/04/2020

APP No.:220518-097

SITE SPECIFIC FACILITY OPERATIONS

ENVIRONMENTAL PERMIT CONDITIONS:

1. No runoff of any kind shall be allowed to leave the project site.
2. Soil cuttings shall only be utilized as backfill if the soil cuttings meet Port of Los Angeles Environmental Guidance for Industrial Fill Material guidelines (see attached).

APP No. 220518-097



ENVIRONMENTAL GUIDANCE FOR INDUSTRIAL FILL MATERIAL

DECEMBER 2021

The City of Los Angeles Harbor Department (Harbor Department) Environmental Management Division (EMD) has prepared and routinely updates this guidance document to ensure that fill materials (i.e., soil, topsoil, CMB, etc.) meet both Harbor Department and regulatory and environmental standards for acceptable industrial land use fill material. In addition, the guidance procedures are intended to both reduce Harbor Department liability and potential future cleanup costs by preventing the inadvertent placement or reuse of contaminated soil/fill material on Port property. The environmental chemical concentrations listed in this section are intended only for industrial land use for the protection of human health and the environment. They are not appropriate in determining suitable soil/fill material for use at former or active regulated/cleanup sites, public access/land use areas, or for worker health & safety protection.

- **Environmental Suitability of Soil/Fill Material for Industrial Use**

The general process steps for determining the environmental suitability of fill material for industrial land use are the following:

1. Source Location Identification and Suitability
2. Volume Estimation of Soil/Fill Materials
3. Sampling Requirements and Sample Frequency Determination
4. Chemical Analyses Based on Source
5. Representative Sample Collection
6. Applicable Samples Analyses
7. Comparisons with Allowable Concentrations
8. Documentation and Retention

- **Source Location Identification and Suitability**

It is important to know the source location of the soil/fill material, including the former and current land uses of the material. Past activities performed on, or near, the proposed source location can directly affect the quality of the fill material and the suitability of use of the material. Prior use of the source site should be documented and be made available for review.

Also, the unique hydrogeological characteristics of the Port area (i.e., shallow groundwater and proximity to harbor waters) require added attention for the protection of water quality. It is strongly recommended that clean crushed miscellaneous base (CMB) only be used for applications such as road base, paving, container terminal construction, and/or asphalt/concrete parking. CMB should not be used as a substitute for soil as general fill, or within sensitive-use areas including, but not limited to, sites

under regulatory oversight or remediation, park lands, public access areas, and waterfront areas in potential contact with harbor waters.

- **Volume Estimation of Soil/Fill Material**

The volume of soil/fill material determines the sampling frequency required. It is important to have a fairly accurate estimate of the material volume prior to sample collection and analysis. If the volume of soil/fill material cannot be accurately determined, the upper-end estimate of the volume shall be used for purposes of determining sampling frequency.

- **Sampling Requirements and Sampling Frequency Determination**

The minimum sampling frequency and number of total samples of soil/fill material for stockpile sampling are shown in Table 1. All samples should be collected as individual grab samples. Composite samples are not acceptable. Borrow sources that are not contiguous to each other are considered to be separate or different sources and should be tested separately according to the frequencies described in Table 1. In order to distinguish between multiple borrow sources, the sampler/supplier shall provide a “unique identifier” for each stockpile or borrow source sampled (e.g. Stockpile A, Stockpile B, etc.). A site plan (e.g. map) showing the location of the source material and sample locations should be provided. In addition, the results of laboratory analytical chemical data and an approval certification stating the environmental status/condition of the material from the supplier for the sources should also be provided.

Table 1. Sampling Frequency for Each (Separate) Source of Stockpiled Fill Material

Volume of Borrow Area Stockpile	Required Number of Samples per Volume
Up to 1,000 CY	1 sample per 250 CY
1,000 to 5,000 CY	4 samples for first 1000 CY +1 sample per each additional 500 CY
Greater than 5,000 CY	12 samples for first 5,000 CY +1 sample per each additional 1,000 CY

NOTE: CY = Cubic Yard

Source: Information Advisory [Clean Imported Fill Material](#), DTSC, October 2001

The number of samples per volume for sources not yet excavated or stockpiled (i.e., in-situ sources) may differ from the table above. This is described further in the *Representative Sample Collection* section below.

- **Chemical Analyses Based on Source**

Table 2 provides a set of recommended chemical analyses based on the source or origin of the fill material. Except as noted, soil/fill source areas shall NOT be located in:

- a. Industrial/manufacturing areas (with the exception of soils/material generated within the Port of Los Angeles [Port]).
- b. Sites designated for or undergoing environmental cleanup or within a one-mile radius of sites undergoing environmental cleanup.
- c. Sites where hazardous materials were historically used or hazardous wastes were generated (e.g., service or fueling stations, dry cleaners, oil refineries, scrap yards, boatyards, chemical/liquid storage areas, painting facilities, metal processing shops, etc.).

The potential for the proposed borrow site to be located in an area related to items a, b, and/or c above should be determined by the contractor PRIOR to proposing the borrow site to the Harbor Department. At a minimum, the contractor must demonstrate due diligence in obtaining the information (e.g., Phase I, searched on Geotracker and Envirostor, etc.) about historical property land uses at proposed existing and off-site borrow locations prior to placement of the material within the Port.

For both excavated on-site and off-site material, target compounds to be analyzed for testing the suitability of the fill source may be pre-determined or reduced by assessing environmental conditions of the borrow area prior to implementing the excavation. Although, the Harbor Department does not recommend the use of soil/fill material from land adjacent to freeways and highways, mining areas, and/or agricultural lands, Table 2 provides a suggested list of target compounds and sampling tests for such locations.

Table 2. Recommended Chemical Analyses of Material Based on Source/Origin

Fill Source	Target Compounds and Analyses
Land adjacent to or within 250 feet from existing freeway or major highway	<ul style="list-style-type: none"> • TPH (modified EPA Method 8015) • Lead (EPA Method 6010B) • PAHs (EPA Method 8310)
Mining area or rock quarry	<ul style="list-style-type: none"> • Heavy metals (EPA Methods 6020 and 7471A) • Asbestos (polarized light microscopy)
Agricultural	<ul style="list-style-type: none"> • Pesticides and Herbicides (Organochlorine Pesticides: EPA Method 8081A or 8080A; Organophosphorus Pesticides: EPA Method 8141A; Chlorinated Herbicides: EPA Method 8151A) • Heavy metals (EPA Methods 6020 and 7471A), including hexavalent chromium (EPA Method 7199)

Fill Source	Target Compounds and Analyses
Acceptable commercial land	<ul style="list-style-type: none"> • VOCs (EPA Method 8021 or 8260B, as appropriate and combined with collection by EPA Method 5035) • Semi-VOCs (EPA Method 8270SIM) • TPH (modified EPA Method 8015B) • PCBs (EPA Method 8082 or 8080A) • Heavy metals including lead (EPA Methods 6020 and 7471A), including hexavalent chromium (EPA Method 7199)

• **Representative Sample Collection**

Soil/fill material samples need to be collected in a manner (both in sample number and depth) that accurately represents the overall environmental chemical quality of the excavation area, borrow site, or stockpile(s). In-situ sampling requirements for in-place fill material is more complex than stockpile sampling, and the proposed plan for characterization shall be determined in advance with consultation/discussions with qualified Port personnel (e.g., Project Manager/Construction Manager). Table 1 is not necessarily appropriate for in-situ sampling. At a minimum, a map showing the borrow site boundaries, depths of proposed excavation, depth horizons that will be used for fill, and proposed number of samples and analyses, must be provided to the Port for initial discussion. Additional information may be requested by the Port based on the information provided. Sampling must be overseen by an environmental professional.

Any and all samples must be collected and properly preserved/stored (e.g., specified temperatures, within appropriate containers and holding times, etc.) until delivery to a California-certified analytical laboratory (e.g., [ELAP](#) and/or [NELAP](#) certification) for analyses. Appropriate sample handling and preservation procedures are specified in the US EPA “Test Methods for Evaluating Solid Waste-Physical/Chemical Methods ([SW-846](#)).” Each collected soil/material sample will be recorded on a chain-of-custody form prior to submittal to the laboratory for analysis.

• **Applicable Samples Analyses**

All soil samples need to be analyzed using the applicable EPA Methods listed in Table 3. If one is aware of, has knowledge of, or suspects possible contaminants in the soil/fill material (e.g., observations of staining, discoloration, and/or odors) that are not included in the list, an analysis of the suspected contaminant(s) should be conducted.

• **Comparisons with Allowable Concentrations**

Table 3 presents the chemical concentrations for soil/ fill material at the Port of Los Angeles. Generally, soil/fill material with sample results below (less than) the permissible chemical concentrations may be used as industrial-use fill within the Port. Soil/fill material with sample results above (greater than) the permissible chemical concentrations material cannot be used as fill and must be properly disposed of, unless directed otherwise. It’s important to note that the recommended sampling frequencies in Table 1 and the subsequent sampling results only provide an indication of potential

contamination with the soil/fill material. Slight exceedances in Table 3 limits in some of the samples do not necessarily make the entire stockpile or borrow area unusable. Unless the exceedances are present throughout a number of the samples, a combination of both professional judgment and sectioning-off of the contaminated areas will likely allow use of most of the selected fill material.

In general, the primary target or 'driver' compounds of concern in the Port are TPH, benzene, PCBs, lead, and copper. While there are a number of other chemicals (including human carcinogens) found in the Port, these target compounds are the most prevalent. At a minimum, all samples should be tested for these target compounds.

Please note in Table 3 that any soil/fill sample having undergone chemical analyses with a dilution factor greater than 1 (see Footnote #3) or uses detection limits greater than the permissible concentrations in Table 3 may be rejected due to potentially elevated concentrations of one or more contaminants.

As a reminder, the environmental chemical concentrations listed in Table 3 are intended only for general industrial land use for the protection of human health and the environment. The listed concentrations are not intended to be applicable or to determine suitable soil/fill material for use at former or active regulated/cleanup sites, public/recreation land use areas, or for worker health & safety protection.

Table 3. Permissible Chemical Concentrations in Fill Material¹

Chemicals of Concern (COC) Industrial Land Use	Soil/Fill Material Concentration (mg/kg)	Source
Total Petroleum Hydrocarbons (TPH) (EPA Method 8015M/8015B)		
TPH (Total Petroleum Hydrocarbons)	1,000	Cal-EPA SWRCB ²
➤ Gasoline (if present)	180	Cal-EPA SWRCB/DTSC ²
➤ Diesel (if present)	180	Cal-EPA SWRCB/DTSC ²
Heavy Metals (EPA Method 6020/7471A)		
Antimony	150	10 X STLC ³
Arsenic	8.7	Cal-EPA SWRCB/DTSC ²
Barium	1000	10 X STLC ³
Beryllium	7.5	10 X STLC ³
Cadmium	1.4	Cal-EPA SWRCB/DTSC ²
Chromium VI (EPA Method 7199/3060A)	2.8	Cal-EPA SWRCB/DTSC ²
Total Chromium	100	20 X TCLP/STLC ³
Cobalt	350	Cal-EPA SWRCB/DTSC ²
Copper	69	Cal-EPA SWRCB/DTSC ²
Lead	50	10 X STLC ³
Mercury	0.69	Cal-EPA SWRCB/DTSC ²
Molybdenum	4.4	Cal-EPA SWRCB/DTSC ²
Nickel	200	10 X STLC ³
Selenium	0.23	Cal-EPA SWRCB ²
Silver	3.75	Cal-EPA SWRCB/DTSC ²
Thallium	0.95	Cal-EPA SWRCB ²
Vanadium	240	10 X STLC ³
Zinc	680	Cal-EPA SWRCB/DTSC ²
BTEX (EPA Method 8260)		
Benzene	0.055	Cal-EPA SWRCB/DTSC ²
Toluene	56	Cal-EPA SWRCB ²
Ethylbenzene	3.9	Cal-EPA SWRCB ²
Xylene	7.2	Cal-EPA SWRCB ²
Naphthalene	0.17	Cal-EPA SWRCB ²
Asbestos (OSHA Method ID-191)	ND	Laboratory Reporting Limit ⁴
Polychlorinated Biphenyls (PCBs) (EPA 8082)	ND	Laboratory Reporting Limit ⁴ /USEPA
Chemicals of Concern⁵		
Volatile Organic Compounds (VOCs) (EPA Method 8260)	ND	Laboratory Reporting Limit ⁴
Polynuclear Aromatic Hydrocarbons (PAHs) (EPA Method 8310)	ND	Laboratory Reporting Limit ⁴
Semi Volatile Organic Compounds (SVOCs) (EPA Method 8270)	ND	Laboratory Reporting Limit ⁴
Organochlorine Pesticides (EPA Method 8081A)	ND	Laboratory Reporting Limit ⁴
Organophosphorus Pesticides (EPA Method 8141A)	ND	Laboratory Reporting Limit ⁴
Chlorinated Herbicides (EPA Method 8151A)	ND	Laboratory Reporting Limit ⁴
NOTES:		
<ol style="list-style-type: none"> Acceptable Soil/Fill Material concentrations may vary between regulated Sites. Please consult the Port prior to analysis of samples to ensure the correct Laboratory Reporting Limits are achieved. Cal-EPA State Water Resources Control Board & Department of Toxic Substances Control Action Goals for Industrial Land Use sites only. The listed concentrations/levels may not be applicable for former or active cleanup sites, public land use, or worker health & safety. Soluble Threshold Limit Concentration (STLC) and Toxicity Characteristic Leaching Procedure (TCLP), California Code of Regulations (CCR), Title 22, Section 66261.24. Characteristic of Toxicity. Laboratory Reporting Limit is based on reporting limits commonly used by Southern California laboratories (DAF=1). Note that for some regulated Sites (to be determined by the Port) target Laboratory Reporting Limits may need to be provided to the laboratory prior to sampling. Any other suspected constituents or contaminants not shown on this table should be discussed with the Port. 		

- **Documentation and Retention**

A written, preferably electronic, record of the sampling protocols, sampling locations, photographs, analytical results, and determination of suitability for industrial land use as fill shall be maintained and made available for staff review, upon request.

- **Authorization for Soil/Fill Concentrations**

The chemical/contaminant criteria utilized in this document for industrial land use soil/fill material were compiled from a number of current sources, standards, regulations, and/or guidance documents including, but not limited to:

- Compliance with applicable laws and regulations;
- California Environmental Protection Agency - State Water Resources Control Board ([SWRCB](#)) and Department of Toxic Substances Control ([DTSC](#));
- Title 40, Code of Federal Regulations ([40 CFR](#))
- California Health and Safety Code ([HSC](#)), Division 20, Chapter 6.5, Hazardous Waste Control Law and California Code of Regulations, Division 4.5, Title 22 [CCR](#);
- Information Advisory [Clean Imported Fill Material](#) (DTSC, October 2001);
- User's Guide: Derivation and Application of Environmental Screening Levels ([SFRWQCB](#)), 2019);
- Revised Responses to Stakeholder's Comments Memorandum – Former GATX Los Angeles Marine Terminal (LAMT), Bertha 171 through 173, Wilmington, CA (Cleanup and Abatement Order No. R4-2008-006), (LARWQCB [Geotracker](#)), January 19, 2010); and
- Commonly reported Laboratory Reporting Limits ([LRLs](#)) and Method Detection Limits ([MDLs](#)) by analytical laboratories in Southern California.

Approval of Soil/Fill Material

An Import Material Checklist (Attachment 1), along with a photograph(s) of the source in which it represents, will be submitted for each proposed fill source. All analytical data submitted to determine the quality and suitability of the soil/fill material will be reviewed by qualified Port personnel. Meeting the concentration criteria listed in Table 3 is essential for the fill or excavated material to be considered minimally acceptable for industrial use as general fill within the Port. This guidance document and its contents may be amended or updated to reflect future changes in Port policies and/or regulatory requirements. The Port reserves the right to observe contractor's sampling activities and data; and independently sample, analyze, and/or verify the results of any analytical data submitted for evaluation.

The Port will not be responsible for any construction schedule delays or costs if the soil/fill material is rejected due to incomplete or inaccurate data submittals, exceedances of permissible chemical concentrations (i.e., sample results fail to meet the criteria requirements in this section), and/or the soil/fill material does not comply with regulatory requirements (e.g., material would be classified as [hazardous wastes](#),

SCAQMD [Rule 1166](#) requirements, [UST](#) requirements, site-specific plans or directives, etc.). If a third-party (e.g., contractor) brings any soil/fill material into the Port that classifies as hazardous waste (i.e., [RCRA](#) and [non-RCRA](#)), the third party will be considered the generator of the waste. The third-party (contractor) will be responsible for all costs, including costs incurred by the Port, associated with removal and proper disposal of the waste. Further, the third party will also have signatory responsibility for the hazardous waste uniform manifest.

Acronym List

BTEX	Benzene, Toluene, Ethylbenzene, Xylenes
Cal-EPA	California Environmental Protection Agency
CY	Cubic Yard
DTSC	Department of Toxic Substances Control
ELAP	Environmental Laboratory Accreditation Program
EMD	Environmental Management Division
ESL	Environmental Screening Level
LARWQCB	Los Angeles Regional Water Quality Control Board
LRL	Laboratory Reporting Limit
MHHW	Mean Higher High Water
MDL	Method Detection Limit
NELAP	National Environmental Laboratory Accreditation Program
OSHA	Occupational Safety and Health Administration
PAH	Polynuclear Aromatic Hydrocarbons
PCB	Polychlorinated Biphenyls
POLA	Port of Los Angeles
SCAQMD	South Coast Air Quality Management District
SFRWQCB	San Francisco Regional Water Quality Control Board
STLC	Soluble Threshold Limit Concentration
SVOC	Semi-Volatile Organic Compound
SWRCB	State Water Resources Control Board
TPH	Total Petroleum Hydrocarbons
TTLC	Total threshold Limit Concentration
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VOC	Volatile Organic Compound

References

- [Asbestos](https://ww2.arb.ca.gov/sites/default/files/classic/toxics/atcm/asp2atcm.htm) - <https://ww2.arb.ca.gov/sites/default/files/classic/toxics/atcm/asp2atcm.htm>
- [Benzene](https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=14) - <https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=14>
- [CCR](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I77C6B3D0D4BA11DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)) - [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I77C6B3D0D4BA11DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I77C6B3D0D4BA11DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))
- [Clean Imported Fill Material](https://dtsc.ca.gov/information-advisory-clean-imported-fill-material-fact-sheet/) - <https://dtsc.ca.gov/information-advisory-clean-imported-fill-material-fact-sheet/>
- [Copper](https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=37) - <https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=37>
- [DTSC](https://www.dtsc.ca.gov/) - <https://www.dtsc.ca.gov/>
- [ELAP](http://www.waterboards.ca.gov/drinking_water/certlic/labs/index.shtml) - http://www.waterboards.ca.gov/drinking_water/certlic/labs/index.shtml
- [Generator](http://www.dtsc.ca.gov/HazardousWaste/Generators.cfm) - <http://www.dtsc.ca.gov/HazardousWaste/Generators.cfm>
- [Geotracker](http://geotracker.waterboards.ca.gov/view_documents.asp?global_id=SL377432476&enforcement_id=6041012) - http://geotracker.waterboards.ca.gov/view_documents.asp?global_id=SL377432476&enforcement_id=6041012
- [Hazardous wastes](https://dtsc.ca.gov/defining-hazardous-waste/) - <https://dtsc.ca.gov/defining-hazardous-waste/>
- [Hazardous waste uniform manifest](https://dtsc.ca.gov/hazardous-waste-manifest-information/) - <https://dtsc.ca.gov/hazardous-waste-manifest-information/>
- [HSC](https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=HSC&division=20.&title=&part=&chapter=6.5.&article) - https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=HSC&division=20.&title=&part=&chapter=6.5.&article
- [Laboratory Reporting Limits](https://www.mywaterquality.ca.gov/monitoring_council/collaboration_network/docs/bvanbuuren_jan2012.pdf) - https://www.mywaterquality.ca.gov/monitoring_council/collaboration_network/docs/bvanbuuren_jan2012.pdf
- [Lead](https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=22) - <https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=22>
- [MDLs](http://water.usgs.gov/owq/OFR_99-193/detection.html) - http://water.usgs.gov/owq/OFR_99-193/detection.html
- [NELAP](http://www.nelac-institute.org/) - <http://www.nelac-institute.org/>
- [non-RCRA](https://www.law.cornell.edu/regulations/california/22-CCR-Sec-66261-101#) - <https://www.law.cornell.edu/regulations/california/22-CCR-Sec-66261-101#>
- [PCBs](https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=26) - <https://wwwn.cdc.gov/TSP/substances/ToxSubstance.aspx?toxid=26>
- [RCRA](https://www.epa.gov/rcra/resource-conservation-and-recovery-act-rcra-regulations) - <https://www.epa.gov/rcra/resource-conservation-and-recovery-act-rcra-regulations>
- [Rule 1166](http://www.aqmd.gov/home/regulations/compliance/rule-1166-site-specific-and-various-locations-soil-mitigation-plan) - <http://www.aqmd.gov/home/regulations/compliance/rule-1166-site-specific-and-various-locations-soil-mitigation-plan>
- [SFRWQCB](https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.html) - https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.html
- [STLC](http://www.eurofinsus.com/media/161417/hazardous_waste_regulatory_limits.pdf) - http://www.eurofinsus.com/media/161417/hazardous_waste_regulatory_limits.pdf

[SWRCB - http://www.swrcb.ca.gov/](http://www.swrcb.ca.gov/)

[SW-846 - https://www.epa.gov/hw-sw846/sw-846-test-method-8327-and-polyfluoroalkyl-substances-pfas-liquid-chromatographytandem](https://www.epa.gov/hw-sw846/sw-846-test-method-8327-and-polyfluoroalkyl-substances-pfas-liquid-chromatographytandem)

[TPH - https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=423&toxid=75](https://wwwn.cdc.gov/TSP/ToxFAQs/ToxFAQsDetails.aspx?faqid=423&toxid=75)

[UST - http://www.waterboards.ca.gov/ust/](http://www.waterboards.ca.gov/ust/)

[20 X TCLP/STLC - https://www.ssalabs.com/wp-content/uploads/2019/06/STLC-TTLC-Regulatory-Limits.pdf](https://www.ssalabs.com/wp-content/uploads/2019/06/STLC-TTLC-Regulatory-Limits.pdf)

[40 CFR - http://www2.epa.gov/laws-regulations/regulations](http://www2.epa.gov/laws-regulations/regulations)

ATTACHMENT 1

Import Material Checklist



LOS ANGELES HARBOR DEPARTMENT IMPORT MATERIAL CHECKLIST

GENERAL INFORMATION

POLA Project Name: _____ **Contract Spec No.:** _____

POLA Project Address: _____

Source of Import Material*

Name/Address of Source: _____ Unique Identifier (if any): _____

*For stockpiled materials, enter information for the source and staging of the stockpiles.

Origin of Import Material: Quarry: _____ Industrial/Commercial: _____ Other: _____

Current/Historical Operations of the Source: _____

SAMPLING INFORMATION

Sampling Firm Name: _____

Firm Address: _____

Sampler's Name(s): _____

Sample Type: Grab from within stockpile(s): _____ In-Situ (Contractor should have a Port-Approved sampling plan): _____

Analytical Laboratory Name/Address: _____

Laboratory Report Number (s): _____

CERTIFICATION

I certify that all information, sampling, and analytical laboratory data and results provided regarding the subject material are representative, accurate, correct, and complete to the best of my knowledge and belief.

Contractor Signature – Licensed Professional

Date: _____

Print Contractor Name – Licensed Professional

Title: _____

Note: Contractor must attach copies of all pertinent information, including approved sampling plan (if applicable), sample location map, laboratory reports, and photographs for checklist verification.

POLA ACCEPTANCE

_____ Approved _____ Reject (Explain): _____

POLA Authorization Signature

Print Name

Date