

Lease No. 904 - Parcel 2A Acceptance and Possession Requirements

Lease No. 904 contains requirements to be met by the Tenant before the Harbor Department is required to undertake certain obligations regarding improvements at the site (“City New Improvements”). With respect to Parcel 2A (also known as Berth 57), these New City Improvements include the design and construction of Signal Street improvements and the wharf/ground improvements at Berth 57. [See Lease Exhibit L(2).]

Under the terms of the lease, the Harbor Department is required to start design of the wharf and street improvements at Parcel 2A only after all the following events take place:

1. AltaSea obtains tax exempt status per Section 501(c)(3) of the Internal Revenue Code [Lease Section 7.1.2]. **Completed**

The Internal Revenue Service has determined that AltaSea is exempt from federal income tax under section 501(c)(3). The IRS notified AltaSea of this determination by letter dated May 9, 2014.

2. The Executive Director of the Harbor Department determines that AltaSea is in compliance with the requirements of Section 3.2.1 with respect to Parcel 2A, as follows;

- i. AltaSea delivers written notice of its intent to exercise the right to accept Parcel 2A. **Still pending**

AltaSea has not submitted written notice of intent, however this can be done at any time AltaSea is ready to accept the parcel.

- ii. AltaSea submits a development schedule for Parcel 2A. **Completed but may need updates in the future.**

AltaSea submitted a development schedule to staff on May 12, 2014.

- iii. AltaSea submits a 5-year business plan for Parcel 2A.

AltaSea submitted a 5-year business plan.
Pending review but technically not required until acceptance of parcels are made.

- iv. AltaSea submits an updated economic analysis for any Demised Premises and Parcel 2A. **Still pending.**

AltaSea submitted an economic analysis for the project in August 2013, which is still current in its findings. AltaSea intends to

submit an updated economic analysis report at the proposed time of occupancy in 2019.

- v. AltaSea submits an Application for Port Permit (APP) with cost estimates per Lease Section 4.14.

Completed.

AltaSea Submitted an APP and cost estimate for Parcel 2A on June 6, 2014 and July 7, 2014, respectively.

- vi. AltaSea submits a Capital Campaign Plan for Parcel 2A.

Completed.

AltaSea prepared a Capital Campaign Plan for Phase One, which includes Parcel 2A, dated April 1, 2014, which was submitted to staff on May 12, 2014.

- vii. AltaSea submits evidence of committed capital in the amount of 75% of the APP cost estimates for Parcel 2A.

Still pending.

- viii. AltaSea shows completion of prior improvements and compliance with non-monetary compensation for previously accepted parcels.

This milestone is not applicable because no parcels have been previously accepted by AltaSea.

- 3. AltaSea has accepted Parcel 1A prior to or concurrent with accepting Parcel 2A.

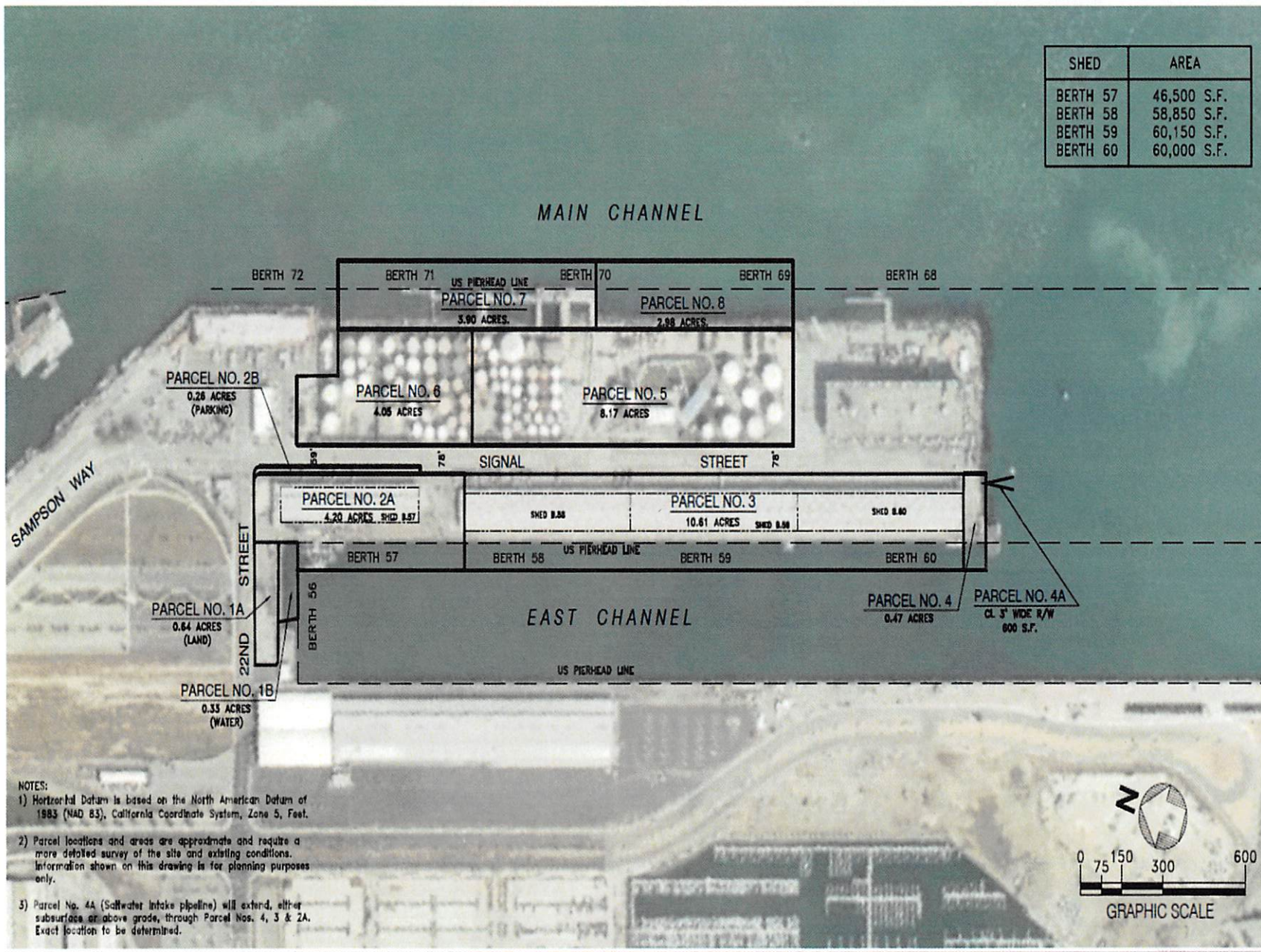
Still pending.

- 4. Lease No. 904 has been transferred from Rockefeller Philanthropy Advisors, Inc. to AltaSea at the Port of Los Angeles.

Still pending final approval and execution by Port. The hard deadline is 12-22-14 or start of construction.

Note: Information and updates above are valid as of 9-04-14.

SHED	AREA
BERTH 57	46,500 S.F.
BERTH 58	58,850 S.F.
BERTH 59	60,150 S.F.
BERTH 60	60,000 S.F.



- NOTES:
- 1) Horizontal Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 5, Feet.
 - 2) Parcel locations and areas are approximate and require a more detailed survey of the site and existing conditions. Information shown on this drawing is for planning purposes only.
 - 3) Parcel No. 4A (Saltwater Intake pipeline) will extend, either subsurface or above grade, through Parcel Nos. 4, 3 & 2A. Exact location to be determined.

TRANSMITTAL 2

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
THE ANNENBERG FOUNDATION

THIS AGREEMENT ("Agreement" or "Guaranty") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and THE ANNENBERG FOUNDATION, a Pennsylvania non-profit corporation ("Guarantor").

RECITALS

- A. Pursuant to the terms of that certain Lease No. 904 granted by the City of Los Angeles to Rockefeller Philanthropy Advisors, Inc. dated as of December 23, 2013 (the "Lease"), between the City, as lessor, and Rockefeller Philanthropy Advisors, Inc., as lessee, which leasehold interest is anticipated to be assigned to AltaSea at the Port of Los Angeles, a California nonprofit public benefit corporation ("AltaSea"), the City has agreed to grant AltaSea possession of the Premises (as defined in the Lease) and AltaSea, as lessee under the Lease, has agreed to develop the portion of the Premises at City Dock No. 1 as an Urban Marine Research Center.
- B. The Lease provides that the City shall be responsible for providing certain improvements to the Premises in consultation with AltaSea on the terms and subject to the conditions set forth in Section 7.1 and Exhibit L of the Lease.
- C. AltaSea desires that the City undertake a portion of these improvements related to Parcel 2A/Berth 57 design work, the project description and scope of work of which are detailed in the attached Exhibit "A" (the "Design Work"), prior to AltaSea's compliance with all of the conditions set forth in Section 3.2.1 which are conditions precedent to the City's obligation to undertake the improvements in Exhibit L of the Lease.
- D. The City is willing to proceed with the Design Work on the condition that Guarantor execute this Guaranty to cover certain out-of-pocket costs of the Design Work, as set forth in the attached Exhibit "B" (the "Design Work Costs").

NOW, THEREFORE, to induce the City to proceed with the Design Work, Guarantor unconditionally guarantees and agrees as follows:

- 1. **GUARANTY**. Subject to the limitations set forth herein, Guarantor hereby guarantees the payment in full of, and agrees to indemnify and hold the City harmless from, all of the particular Design Work Costs set forth in the attached Exhibit "B" as Item I "COMPENSATION FOR TASK NO. 1: Conceptual Study and Report" and as Item X "COMPENSATION FOR TASK NO. 10: As-Needed Engineering Design Services, to the extent work under Task No. 10 is provided as part of the environmental review process for the City's improvements under the Lease, up to a maximum amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), and only to the extent that such Design Work Costs are incurred and actually paid by the City (collectively the

“Obligations”); *provided, however*, that Guarantor shall be required to pay such Design Work Costs only in the event that, and at such time as, AltaSea fails to accept Parcel 2A in compliance with Section 3.2.1.3 of the Lease, as it may be amended.

2. **RIGHTS OF THE CITY.** The City shall have the right, without notice to or consent by Guarantor, to: (a) renew, extend, accelerate, waive, settle, compromise, release, restructure, liquidate, increase, decrease and otherwise modify, or refuse to modify, all or any portion of the Obligations to the extent permitted by the Lease, and accept new or additional documents, instruments, or agreements relative to the Obligations; (b) pursue in any order or manner, or not pursue, and make elections among, the City’s remedies against any other person even if any rights that Guarantor may have, including subrogation, reimbursement, indemnity, contribution and/or participation in security, are thereby impaired or extinguished; (c) take, hold, release, perfect, fail to perfect, subordinate, and/or apply the proceeds of any security for all or any portion of the Obligations in respect of such Obligations; and (d) apply amounts received, including partial payments, from any source on account of the Obligations toward payment thereof in such order and to such portions as the City may elect, notwithstanding any contrary designation by Guarantor or any other person. Guarantor waives any right or defense that might arise by reason of the City’s exercise of any such rights, even if, as a result, Guarantor has no recourse to other persons for amounts paid by Guarantor.
3. **GUARANTOR'S WAIVERS.** Guarantor expressly waives, to the extent permitted by law, any and all rights and defenses which might otherwise be available to Guarantor under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433, or any of such sections. In addition, Guarantor waives: (a) any and all rights and defenses arising out of an election of remedies by the City, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise; (b) any right to, and any defense based upon Guarantor’s right to, a fair value hearing under Section 580a of the California Code of Civil Procedure following the non-judicial foreclosure of the Deed of Trust; (c) any defense based upon City’s election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (d) presentment, demand, protest and notice of any kind; and (e) the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the enforcement hereof.
4. **GUARANTOR'S WARRANTIES.** Guarantor warrants and acknowledges that: (a) the City would not provide the Design Work at this time but for this Guaranty; and (b) there are no conditions precedent to the effectiveness of this Guaranty.
5. **RULES OF CONSTRUCTION.** The term “person” as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and vice versa. All headings appearing in this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

6. **GOVERNING LAW/VENUE.** This Guaranty shall be governed by, and construed in accordance with, the local laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.
7. **MISCELLANEOUS.** The provisions of this Guaranty will bind and benefit the heirs, executors, administrators, legal representatives, nominees, successors and assigns of Guarantor and the City. The liability of all persons who are in any manner obligated hereunder shall be joint and several. If any provision of this Guaranty shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Guaranty and the remaining parts shall remain in full force as though the invalid, illegal or unenforceable portion had never been part of this Guaranty.
8. **ASSIGNMENT OR TRANSFER PROHIBITED.** Guarantor shall not, in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement, or any portion thereof or any interest therein, without the prior written consent of the Board. Any attempts to assign, transfer or encumber this Agreement, shall be void and shall confer no right, title or interest in or to this Agreement, upon any such assignee, transferee, or encumbrancer. Consent to one assignment, transfer, or encumbrance shall not be deemed to be a consent to any subsequent assignment, transfer or encumbrance. This Agreement shall not, nor shall any interest therein, be assignable as to the interest of Agreement by operation of law without the prior written consent of the Board.
9. **WAIVER.** A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.
10. **AMENDMENT.** Any and all amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto. Any modifications or amendments are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. The parties acknowledge that this Agreement is intended to be, and is, an integrated Agreement.

12. **NOTICES.** All notices, demands, or other communications under this Guaranty shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of this Guaranty, in the case of Guarantor, or to the Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, in the case of the City (subject to change from time to time by written notice pursuant to this Section 8). A true and correct copy of each notice shall be simultaneously be given to counsel, as follows:

For Guarantor: David C. Ulich, Esquire
Sheppard Mullin Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067-6055
Fax: 310-228-3998
Email: dulich@sheppardmullin.com

For City: Los Angeles City Attorney's Office
Harbor Division
425 S. Palos Verdes Street
San Pedro, CA 90731
Fax: 310-831-9778
Email: hmccloskey@portla.org

All communications shall be deemed served upon delivery of the same, or if mailed, upon the first to occur of receipt, the expiration of (1) five (5) days after the deposit in the United States Postal Service mail, postage prepaid and addressed to the address of Guarantor or City at the address specified, (2) five (5) days after deposit in FedEx or other delivery service, delivery charges prepaid and addressed to the address of Guarantor or City at the address specified, or (3) upon receipt of electronic confirmation by sender of addressee's receipt of telefacsimile (Fax) or email at the telefacsimile (Fax) number or email address of the Guarantor or City specified; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

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

"CITY"

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

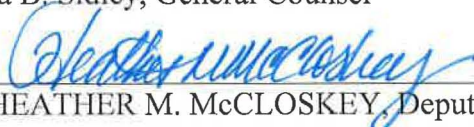
Date: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
Secretary

APPROVED AS TO FORM AND LEGALITY

_____^{10/3}, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
HEATHER M. McCLOSKEY, Deputy

"GUARANTOR"

THE ANNENBERG FOUNDATION, a Pennsylvania non-profit corporation

Date: 10/1/14

By: 
Name: _____
Title: EXECUTIVE DIRECTOR

Address:

2000 Avenue of the Stars, Suite 1000 S
Los Angeles, California 90067

Berth 57 Wharf Retrofit & Ground Improvements and Signal Street Intersection Improvements

PROJECT DESCRIPTION FOR CONCEPTUAL DESIGN

In November 2013, the Board of Harbor Commissioners approved a Lease Agreement with AltaSea, a non-profit currently being formed. AltaSea will unite global marine research, education, industry, and community together to transform City Dock No. 1, a 100-year-old pier on the LA Waterfront in San Pedro, into a world-class Urban Marine Research and Innovation Center. The 28-acre site will be developed through a public-private partnership between the Harbor Department, the AltaSea non-profit organization, and a host of regional public and private universities, and marine business enterprises.

City Dock No. 1 has been determined to be a potentially historic district. Berth 57 and Berths 58-60 sheds, and other structures within and adjacent to the 28-acre site have been determined eligible for listing in the California Register of Historical Resources as a Historic District.

The 28-acre facility will adaptively reuse the Berth 57 and Berths 58-60 sheds for marine research facilities incorporating new circulating sea-water labs; academic, governmental, and private research facilities; and offices, classrooms, lecture halls, support facilities, and an area for marine business incubator/accelerator facilities. New structures will include a public promenade and spaces throughout the site, an interpretive center at Berth 56, and government and research facilities at Berths 69-71, including an opportunity to develop the world's largest seawater wave tank.

Conceptual Design of the Project

Phase 1 of the AltaSea Project includes redevelopment of Berth 57 and improvements to the adjacent portions of Signal Street. Conceptual design has a 6-month schedule for conceptual design alternatives and cost estimates for the wharf and ground improvements. The Consultant will be required to coordinate with AltaSea, through the Harbor Department Project Manager, throughout this project.

Generally, the Harbor Department and its Consultant will be responsible for:

- Conceptual design shall include preparation of conceptual design alternatives and cost estimates for Berth 57 wharf and shed foundation (which straddles the wharf and land) to meet the load requirements for the planned uses and current City of Los Angeles Building Code seismic requirements;

In order to efficiently plan, avoid duplication, and minimize overall costs to both the Harbor Department and AltaSea, the Harbor Department's design will require close coordination and clear communication between the Harbor Department and AltaSea throughout the conceptual design process. This coordination will include obtaining information essential for the Harbor Department's design of the wharf and ground improvements, and Berth 57 shed foundation improvements, such as load requirements for the planned uses and lateral loads related to the floating docks. Further, it will be important that the Harbor Department's design considers and accommodates the below grade infrastructure that will be designed and constructed by AltaSea, such as plumbing, saltwater delivery and treatment systems, etc.

Berth 57 Wharf Retrofit & Ground Improvements and Signal Street Intersection Improvements

Scope of Work/Services/Deliverables For Conceptual Design

The scope of work will cover planning, conceptual design alternatives, and cost estimates.

Consultant shall have qualified personnel or subconsultants to accomplish the services requested. Consultant shall be capable of furnishing all professional, technical or expert services as may be necessary to research, analyze, program, diagram, draw, sketch, illustrate, write, explain, and present as necessary or required to complete all assignments, including any optional tasks. The Scope of Services required for this project is as follows:

The Consultant shall provide proficient (i.e. sophisticated, professional, skilled, qualified) project management services throughout the project. This project management effort shall be provided for the following processes: project initiation, project planning and scheduling, project controls, project execution, and project administration and closing. The Consultant shall deal with the project issues including, but not limited to, project integration, project scope development, project management, cost management, quality assurance and control issues, human resource requirements, project communications, and project risk management. The Consultant shall initiate, plan, execute, direct, control, and administer the project by effectively organizing, staffing, directing, integrating, and coordinating the required project tasks and services. These services shall be performed in a professional fashion as per current project management principals, guidelines, and standards promoted by recognized

project management organizations and institutions. The Consultant shall provide project management services in conjunction with all other phases, project elements, and tasks covered under the proposed Agreement. The Harbor Department will not provide any separate compensation for the performance of project management. All compensation for project management work shall be included in the compensation for the other tasks. This task includes, but is not limited to, the following:

- A. Project Management Plan - The Consultant shall provide a detailed Project Management Plan (PMP) including information on coordination with AltaSea and appropriate agencies to ensure timely completion of the concept designs. This plan shall include a schedule for milestone completion and an hourly breakdown for each task and subtask. The PMP shall be delivered within 30 days of the first Notice-To-Proceed (NTP).
- B. Project Schedule - Phase 1 has a 6-month concept design schedule for development elements that are specifically identified as being either the responsibility of AltaSea or the Harbor Department and its Consultant. The Consultant shall develop a computerized Critical Path Method (CPM) schedule using Microsoft Project. This schedule shall be created and maintained in close coordination with the Harbor Department's Project Manager (PM). The initial schedule shall be submitted for approval by Harbor Department PM 30 days after the first NTP. The schedule shall initially focus on conceptual design activities, permits, utility coordination and related tasks, to allow for effective planning. The schedule shall establish the timeframe in which AltaSea and the Harbor Department will be required to deliver design details, such as street improvements, utility upgrades, planned use load requirements, lateral load requirements related to the AltaSea floating docks, utility connection points, and planned new subsurface infrastructure essential to the design of the Project.
- D. Monthly Progress Status Reports and Schedule Updates - The Consultant shall prepare monthly progress status reports that will include an update to the key milestone delivery schedule and percent completion of each concept worked on during that period. Consultant shall update and maintain the CPM schedule in accordance with these monthly progress reports. A monthly schedule shall be issued for Project progress meetings and other public meetings where Project status and the schedule may be an agenda item.
- E. Project Development Team Meetings - The Consultant team shall at a minimum attend monthly PDT meetings with Project stakeholders throughout the Project's 6-month concept design duration. It is anticipated that 12 PDT meetings will be held during the 3-month concept design phase of the project. The Consultant's Project Manager shall attend each meeting. It is anticipated that various other members of the Project Team, including subconsultants, shall attend the meetings as needed. The Consultant shall prepare an agenda and distribute meeting notes, as well

as track design contract action items. It is anticipated that each meeting will last approximately two hours. Monthly progress reports shall be presented and discussed at this meeting.

- F. Subconsultant Administration - The Consultant shall administer all subconsultants on this Project. All subconsultant requests for information, questions, clarifications, and invoices shall be processed through the Consultant.
- G. Assist Harbor Department with External Coordination - Consultant shall coordinate with Harbor Department staff, agencies, adjacent projects, and AltaSea and their consultants/subtenants, to ensure the proposed project elements and design measures are consistent with the vision of the AltaSea development, the Waterfront Program, and the Harbor Department's Sustainability Program and Policies, as identified in the City Dock No. 1 Marine Research Center and the San Pedro Waterfront Projects.
- H. Assist Harbor Department with Permit Requirements -
1. The Harbor Department (Port Staff) will be responsible for and will complete the following investigative and permit-related activities, and will complete the identified reports and/or apply for and obtain the related permits for the completion of this project including, but not limited to:
 - a. The Environmental Assessment and/or Environmental Impact Report;
 - b. A hazardous material survey of the site and the site facilities;
 - c. U.S. Environmental Protection Agency (USEPA) and/or California Department of Toxic Substance Control (DTSC) approval of site Remediation Action Plan (RAP), if any;
 2. The Harbor Department shall pay fees for all permits required for the project.
 3. The Consultant shall coordinate with the Harbor Department prior to answering questions received from permit or regulatory agencies as required to obtain drawing and concept design approval.
 4. The Consultant shall prepare a schedule for the processing of permits required for the project, including all milestones available for monitoring permit progress in conjunction with the permitting Case Manager.

Task 1 Deliverables

- A detailed project management plan (PMP);
- A quality control/quality assurance (QC/QA) plan;
- Microsoft (MS) Project critical path method (CPM) schedule;

- Monthly Written Progress Reports, including CPM schedule updates;
- Meeting Minutes (for all meetings) and Agendas;
- Schedule for the processing of permits required for the Project.

TASK 1 – CONCEPTUAL STUDY AND REPORT

A. Review Existing Information:

1. Consultant shall perform a field visit and review existing drawings and reports relevant to the site for the intersection. Reports include, but are not limited to, as-built drawings of all disciplines, geotechnical subsurface data, geotechnical ground improvement studies, above/under water inspections and wharf repair/seismic upgrade recommendations, Environmental Impact Reports, and traffic studies. Reports will be provided by the Harbor Department.
2. Consultant shall research, compile, and prepare complete drawings for all existing storm drain, sewers, water, gas, petroleum, communications, electrical, and other utilities within and adjacent to project area.
3. POLA shall provide survey documents and survey mapping of existing conditions that show property lines, right-of-ways and existing structures including buildings, retaining walls, utilities, etc. in the project vicinity.
4. All elements shall be fully attributed utilizing Autodesk's AutoCAD Map and Mapguide systems for this purpose, using NAD83 California State Planes, Zone V (feet).
5. Review and coordinate planning efforts with adjacent projects. These shall include, but are not limited to:
 - Sampson Way Roadway Realignment Project (Harbor Department project);
 - Downtown Harbor Water Cut and Landside Improvements (Harbor Department project);
 - Ports O'Call development (Harbor Department/developer project);
 - CRAFTED at the Port of Los Angeles;
 - Cabrillo Way Marina;
 - Remediation activities at Berths 69-70 (Harbor Department project); and

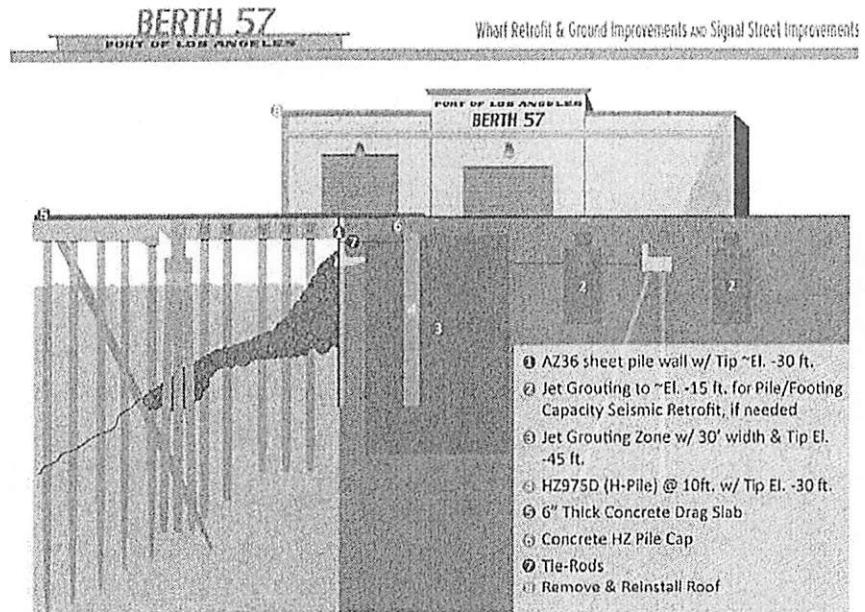
- San Pedro Waterfront Project (EIR/EIS Final, September, 2009).
- B. Planning: Planning areas for this project cover the Berth 57 and Signal Street in the San Pedro Waterfront Area. Work shall include, but is not limited to:
1. Identification of planning goals and objectives: Consultant shall work with Harbor Department staff and other stakeholders to clearly define goals and objectives of the planning study consistent with the AltaSea development plans. Consultant shall identify and analyze issues affecting planning, design, permits/approvals, costs, and construction.
 2. Coordinate with all major users and regulatory agencies in the area with regard to their present operations, problems, use conflicts, land use efficiency and future plans. These interviews, with Harbor Department participation, shall include, but are not limited to:
 - a. Los Angeles City and County Agencies:
 - City Planning Department
 - Cultural Affairs Department
 - Building & Safety
 - Public Works
 - Parks & Recreation
 - Fire Department/Fire Station 149
 - Police Department
 - Transportation Department
 - Water & Power
 - b. Regional and State Agencies:
 - California Coastal Commission
 - Regional Water Quality Control Board
 - South Coast Air Quality Management District
 - Caltrans
 - c. Federal Agencies:
 - U.S. Army Corps of Engineers
 - Coast Guard
 - d. Leaseholders in and around the planning area: These include, but are not limited to:
 - AltaSea

- Fish and Game Services
 - Stevedoring Services of America (SSA)
 - Port O'Call Development
 - Port Pilots
 - Warehouse No. 1 (tenants and Harbor Department)
 - U.S. Water Taxi (tenant and Harbor Department)
- e. **Transportation Study and Improvement Recommendations for Signal Street at 22nd Street:** Perform a site specific Transportation Study of the traffic and associated roadway, passenger rail, bicycle routes and pedestrian infrastructure plans and recommend Signal Street improvements necessary to provide access to the City Dock No. 1 area, including but not limited to, vehicle, bicycle, and pedestrian connections. Improvements shall be identified that address traffic flow, traffic congestion, provide street parking, improve public safety, improve pedestrian access, and provide for additional and enhanced waterfront access and connection to the communities. Analyze existing traffic conditions and future vehicular traffic projections in the planning area. This shall be performed by focused research of existing available transportation studies and traffic information for the project site and Port vicinity and by generating new information as required. This transportation study shall include the following:
- i. Provide level of service (LOS) analysis of intersections and roadways in the planning area;
 - ii. Provide an analysis of transit and Red Car improvements in the project area and proposed future Red Car improvements on Signal Street;
 - iii. Provide conceptual design alternative street layouts to accommodate projected traffic demands within the Signal Street Right of Way.

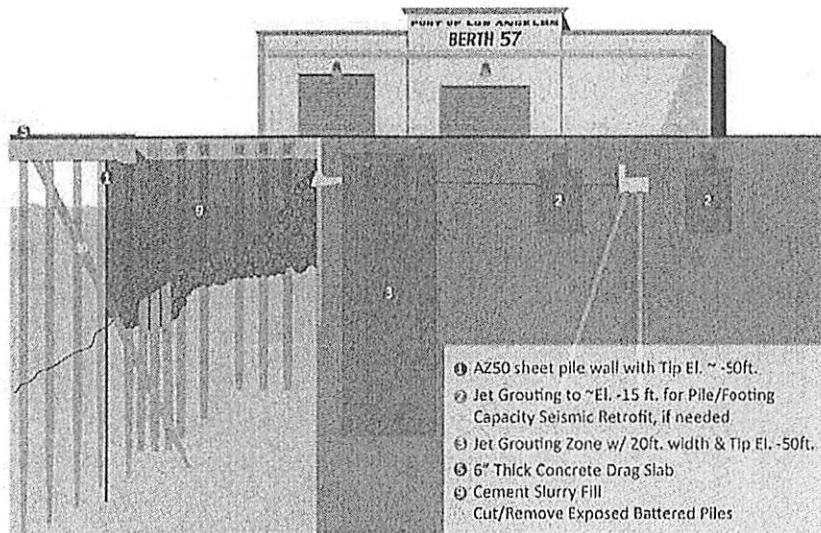
- C. **Prepare Conceptual Design and Cost Estimate** - The Conceptual PS&E effort for each of the following Design Project Elements will consist of the same broad design requirements. Drawings, including plans, sections and details, specifications, estimates, and calculations shall be provided for each individual discipline in sufficient detail for construction and the procurement of necessary permits. All designs shall comply with the Harbor Department Engineering Division's Design Guidelines, as well as applicable code requirements including the Americans with Disabilities Act (ADA). All drawings shall be executed in the latest release of AutoCAD or Autodesk products, and electronic files shall be submitted to the Harbor

Department along with hard copies. An individual Notice to Proceed (NTP) will be issued for each task or Design Project Element, as indicated:

1. Conceptual Design shall include, but not necessarily be limited to:
 - Review and refine preferred concept developed under the planning phase of this project.
 - Railroad crossings
 - Substructure plan
 - Typical sections
 - Cost estimate and schedule
 - a. Meet with Building & Safety (B&S) to commence parallel design review in conjunction with Permitting Case manager.
 - b. Develop detailed project design guidelines and identify critical issues, opportunities, and constraints.
 - c. Conceptual Design Report
2. Consultant will be provided with the Ben C. Gerwick Structural Inspection Report for the wharf at Berth 57 which includes two alternatives for repairs/retrofits.
3. Consultant to prepare two additional alternatives (to previous Gerwick Report) to seismically upgrade the wharf based on the City of Los Angeles Building Code 2011 edition and ASCE 7-10. These alternatives will consist of 1) a pile-supported repair-retrofit of the existing structure and 2) a sheet pile-fill based approach as depicted below. The fee proposal should include provisions for completing either of the design for the same fee. Note that the fee includes the Engineering Support for the EIR-EIS process for Alternative 2, but does not include additional "Environmentally-Specific" Studies such as aquatic surveys, water quality analysis, or compensatory mitigation planning/design.



M&N Alternative 1 Scheme



M&N Alternative 2 Scheme

4. Consultant to consolidate the recommendations for the soil improvements, wharf retrofit, bulkhead wall repair and wharf seismic retrofitting proposals prepared by previous Consultants, and determine the most cost-effective solution to seismic retrofit both the wharf and the Berth 57 shed foundation.
5. Consultant shall take in consideration when preparing the conceptual design and cost estimate to maintain the historical and

architectural aesthetic appearance of the face of the wharf and the façade of the existing building. Design must conform to the Secretary's Standards for buildings eligible for listing on the California Register of Historical Resources or the National Register of Historic Places.

6. Drawings of the project layout, building footprint, and features, up to a maximum of 4 iterations.
7. Draft and final design criteria manuals for use in the final design of all structures.
8. Draft and final conceptual cost estimates, construction phasing plans, and project schedules.
9. Draft and final conceptual design report including all above-mentioned items, with discussions of alternatives considered and recommended, and all Harbor Department review comments with appropriate consultant responses and resolutions.
10. Architectural/computer generated renderings, including:
 - a. Existing buildings, wharf structures and street.
 - b. Entire site (building, street, wharf, and site improvement renderings to be provided by POLA/AltaSea for inclusion in renderings.)
11. A Phasing plan will be developed to allow for AltaSea to begin early construction on portions of the building while the wharf and foundation ground improvements are being completed. It is anticipated that the wharf retrofit will be completed, then the ground improvements and tie-in for the building foundation will be completed in phases.

Task 1 Deliverables

- Conceptual design report and cost estimate (for the wharf at Berth 57 and Berth 57 shed for Harbor Department review and approval);
- Conceptual design report and cost estimate for Signal Street signalization improvements, All electronic files on CD including calculations, model files, photographs, etc. used to perform the structural analysis and design of the wharf seismic upgrade; and
- Presentation boards identifying project site and proposed improvements.

TASK 10 – AS-NEEDED ENGINEERING DESIGN SERVICES

Consultant shall assist in coordination with AltaSea regarding Berth 56 improvements and additional Environmental Support outside of the present scope.

**Exhibit B
Compensation**

COMPENSATION FOR TASK NO. 1: Conceptual Study and Report

Not-to-Exceed Maximum..... \$ 485,000.00

COMPENSATION FOR TASK NO. 10: As-Needed Engineering Design Services

Not-to-Exceed Maximum..... \$ 15,000.00

The hourly rates for the engineering consultant payable under the City's agreement will not constitute part of this Agreement but will be made available to Guarantor upon request.

The compensation provided for herein includes only payments made to the City's engineering consultant pursuant to that agreement and does not include City's Harbor Department staff time, overhead or expenditures, which shall not be accounted for nor included in the guaranty agreement.