Harbor Department
Agreement 08-2702
City of Los Angeles

AGREEMENT NO. _____

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND TETRA TECH, INC.

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("LA City" or the "City"), acting by and through its Board of Harbor Commissioners ("LA Board"), and TETRA TECH, INC., a Delaware corporation, whose California address is 3475 East Foothill Boulevard, Pasadena, CA 91107 ("Consultant").

RECITALS

This Agreement is made with reference to the following facts:

A. LA City and the City of Long Beach ("LB City", collectively with LA City, "Cities") have adopted the San Pedro Bay Ports Clean Air Action Plan ("CAAP"), which includes a Clean Trucks Program ("CTP") to replace or retrofit thousands of trucks performing drayage services and reduce truck emissions at the Cities by approximately 80%.

B. The Cities have adopted tariffs which (i) limit access to the Cities' terminals to trucks and drivers which are registered with the Cities; (ii) progressively ban older, dirtier trucks from performing drayage on the Cities' properties ("Truck Ban"), and (iii) assess a Clean Truck Fee ("CTF") to be used together with State of California Proposition 1B general obligation bond funds awarded by the California Air Resources Board ("Prop. 1B Funds"), for the purpose of funding grants to replace or retrofit trucks with US EPA 2007 compliant trucks ("Grants"). The Cities' Truck Ban and CTF share common elements, with CTF exemptions which differ from each other.

C. The Cities have also adopted drayage truck concession programs for operation of drayage trucks at their respective terminals ("Concessions"). The Cities' Concession programs share some common elements and have other requirements which differ from each other.

D. LA City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist LA City in the administration of Concessions and Grants under the CTP, including without limitation, Concession program management, Grant program management (including Prop. 1B Funds coordination), Clean Truck Program System database management, outreach activities.

E. Consultant, by virtue of training and experience, is well qualified to provide such services to LA City.

G. LA City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant hereby agrees to render to LA City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit "A," and as may be required and requested from time to time in writing by the Executive Director of LA City or his or her designee through Project Directives.

II. SERVICES TO BE PERFORMED BY CITY

A. LA City shall furnish Consultant, upon its request, all documents and papers in possession of LA City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee are designated as the contract administrator for LA City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article IX (Termination) hereof.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Los Angeles Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Directors upon authorization of the Boards. Consultant is aware that the Los Angeles City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after LA Board action or the Los Angeles City Council's approval of the Agreement.

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

1. Three (3) years have lapsed from the effective date of this Agreement; or
2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to

Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes LA City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The LA Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

LA City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the LA Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the LA Board within that 60 day period. The Consultant is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the LA Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, LA City shall pay and reimburse Consultant at the rates set forth in Exhibit "B."

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "B"), shall be _____ Dollars ($_____).

C. Consultant shall submit invoices in quadruplicate to LA City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

> "I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.
>
> _____"
> (Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VII of this Agreement. No invoice will be processed for payment by LA City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of LA City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. LA City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs subconsultants under this Agreement, the Consultant shall submit to LA City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit "C") listing SBE/MBE/WBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of $25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
PO Box 191
San Pedro, CA 90733-0191

VI. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of LA City. Consultant shall not represent itself as an agent or employee of LA City and shall have no power to bind LA City in contract or otherwise.

VII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The Los Angeles City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department ("Department"). See Exhibit "D."

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnity for General Liability

Except for the sole negligence or willful misconduct of LA City, Consultant shall at all times indemnify, protect, defend, and hold harmless LA City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the LA City, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of this Agreement that is caused by any act, omission, or negligence of Consultant, its boards, officers, agents, employees, or subconsultants regardless of whether any act, omission, or negligence of LA City, its boards, officers, agents, or employees contributed thereto; provided that (1) if LA City contributes to a loss, Consultant's indemnification of the LA City for LA City's share of the loss shall be limited to One Million Dollars ($1,000,000), (2) notwithstanding the limitation in (1), Consultant shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (3) the provisions in (1) and (2) apply on a per-occurrence basis.

C. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from LA City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverages written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to LA City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars

($1,000,000) combined single limit for injury or claim. Said limits 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 judgment, such retention or self-insurance is justified by the net worth of Consultant. The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its boards, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit "E"

D. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement automobile insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to LA City if Best's is not available) within Consultant's normal limits of liability but 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. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its board, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit "F."

E. Workers' Compensation

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Consultant shall submit Workers' Compensation policies, whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against LA City in any circumstance in which it is alleged that actions or omissions of LA City contributed to the accident. See Exhibit "G."

G. Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to LA City.

H. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of LA City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

I. Copies of Policies

Two certified copies of each policy containing the additional insured and 30-day cancellation notice language shall be furnished to Executive Director. Alternatively, two duplicate original additional insured endorsements on forms provided by the Department, as indicated above, may be submitted. The form of such policy or endorsement shall be subject to the approval of the Risk Manager of the Port of Los Angeles.

J. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to LA City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

K. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall furnish to Executive Director a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect LA City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

L. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.

2. Consultant agrees to protect LA City, its boards, officers, agents and employees at the same level as would be provided by full

insurance with respect to types of coverage and minimum limits of liability required by this Agreement.

3. Consultant agrees to defend LA City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.

5. Consultant provides the name and address of its claims administrator.

6. Consultant submits a Financial Statement or Balance Sheet prior to Executive Director's consideration of approval of self-insurance and annually thereafter evidence of financial capacity to cover the self-insurance.

7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.

8. Consultant has complied with all laws pertaining to self-insurance.

M. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars ($500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant'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 information as may be known to Consultant, its officers or managing agents.

IX. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of LA City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

X. PERSONAL SERVICE CONTRACT

During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

Consultant shall not divulge any information which is proprietary or confidential.

XI. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "H."

XII. SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the performance of all LA City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist LA City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit "I."

NOTE: Prior to being awarded a contract with LA City, Consultant and all subconsultants must be registered with the Department's Contracts Management Database, *e-DiversityXchange.*

XIII. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of LA City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of LA City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this

Agreement, LA City may immediately terminate this Agreement by giving written notice thereof.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XV. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the 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.

XVI. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify LA City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by LA City of any materials supplied by Consultant in the performance of this Agreement.

XVII. PROPRIETARY INFORMATION

The Consultant may not disclose to any party without LA City's permission any information developed pursuant to this Agreement. The Department will, however, have the right to disclose the information as it determines appropriate considering the nature of the information, its use and the laws applicable to the Department.

XVIII. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be the property of LA City and shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner unless prior written consent of the LA City is obtained. LA City may instruct Consultant to conduct its work under advice of LA City's legal counsel and to prepare and handle documents, reports and materials in accordance with the attorney client privilege and/or attorney work product privilege, and in such event Consultant, to the extent reasonably practicable, shall comply with such instructions. In addition,

Consultant is required to safeguard all information from access by unauthorized personnel.

XIX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the LA City shall be addressed to:

Director of _____
Los Angeles Harbor Department,
P.O. Box 151
San Pedro, California 90733-0151

Notice to Consultant shall be addressed to it at the address set forth in the first paragraph above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XX. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that its authorized TIN is 95-4148514. No payments will be made under this Agreement without a valid TIN.

XXI. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXII. WAGE AND EARNINGS ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

The Consultant and/or any subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or subconsultant's employees.

The Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or subconsultant will maintain such compliance throughout the term of this Agreement.

XXIII. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "J."

XXIV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times 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 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXV. INTEGRATION

This document constitutes the entire Agreement between the parties to this Agreement with respect to the subject matter set forth and supersedes any and all prior Agreements or contracts on this subject matter between the parties, either oral or written. This Agreement may not be amended, waived, or extended, in whole or in part, except in writing signed by both parties.

XXVI. SEVERABILITY

Should any part of this Agreement be found to be invalid, the remainder of this Agreement is to continue in full force and effect.

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

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

Dated: SEP 18 2008

By _____
Geraldine Knatz
Executive Director
Los Angeles Harbor Department

Attest: Rose M. Dvorshak
Secretary

TETRA TECH, INC.,
a Delaware corporation

Dated: 8/18/2008

By _____

William R. Brownlie, Senior Vice President
(Print/type name and title)

Attest _____

Edward A. Bernstein, V.P. Contracts/Legal
(Print/type name and title)

Revised 03/11/08

APPROVED AS TO FORM
September 17, 2008
ROCKARD J. DELGADILLO,
Los Angeles City Attorney

By _____
(Deputy/Assistant)

Account #	59966	W.O. #	
Ctr/Div #	210	Job Fac. #	
Proj/Prog #	652		

Budget FY:	Amount:
08/09	2,800,000
09/10	2,800,000
10/11	2,800,000
TOTAL	8,400,000

For Acct/Budget Div. Use Only:

Verified by: T. Green

Verified Funds Available: _____

Date Approved: 9/16/08

EXHIBIT A

STATEMENT OF WORK

Tetra Tech Team

Administration of the San Pedro Bay Ports Clean Truck Program

Tables 1-5 list all tasks and subtasks to be performed by the Tetra Tech team.

Table 1. - Task 1: Program Structure Development (Grants)

Subtask Number	Subtask Name / Purpose
1.1	Review / recommend changes to policies, etc.
1.2	Work w/ MTOs & DTR
1.3	Develop Parking protocols
1.4	Develop reporting system on grantee status
1.5	Develop accounting system
1.6	Develop audit / review programs for grantees
1.7	ID insurance requirements
1.8	Develop compliance standards (federal) for security, safety
1.9	Develop procedures for truck delivery
1.10	Develop protocols for interfacing with OEMs
1.11	Establish geofences / develop monitoring procedures
1.12	Develop reporting system of key oversight metrics
1.13	Develop audit system for maintenance, safety, etc.
1.14	Review / evaluate other funding requirements
1.15	Develop credit screening criteria grants / loans
1.16	Project Management
1.17	Develop operational procedures for CSC

Table 2. - Task 2: Ongoing Program Implementation (Grants)

Subtask Number	Subtask Name / Purpose
2.1	Collect, process & approve app data w/ tracking
2.2	Aggregate vehicle orders, transmit data to all parties
2.3	Exchange data with DTR etc. to update grantee
2.4	Provide monthly reports on awards, funds, etc.
2.5	Present briefings on program status etc.
2.6	Analyze AVL data and other info for compliance
2.7	Track all funds used to replace / retrofit trucks
2.8	Monitor / audit grantee for maintenance / other
2.9	Meet with ports periodically to ID / resolve issues
2.10	Provide forecasts of activities and costs
2.11	Monitor effectiveness of driver ed / revise material
2.12	Manage participant issues including redeployment

2.13	Process paperwork to complete program exit
2.14	Collect / verify documentation through driver updates
2.15	Maintain, audit and update program procedures
2.16	ID conditions for repossessions and notify as need
2.17	Administer scrappage programs
2.18	Project Management
2.19	Day to Day Staffing / Administration of CSC
2.20	Provide technical support for CSC

Table 3 – Task 3: Program Structure Development (Concessions)

Subtask Number	Subtask Name / Purpose
3.1	Review / recommend changes from interim
3.2	Work with DTR / Gate Admin to develop /manage
3.3	Develop protocols RE City WFD and enforce parking
3.4	Develop reporting system on concessions
3.5	Develop accounting system (port specific)
3.6	Ensure compliance with insurance by concessionaires
3.7	Develop protocols for concession enforcement
3.8	Develop compliance standards for fed requirements
3.9	Project Management
3.10	Develop operational procedures for CSC
3.11	Other

Table 4. - Task 4: Ongoing Program Implementation (Concessions)

Subtask Number	Subtask Name / Purpose
4.1	Collect and process application data w/ tracking
4.2	Approve and execute concession applications
4.3	Exchange data w/ DTR etc. to maintain / update
4.4	Provide monthly status reports on concessionaires
4.5	Meet regularly with ports to ID / resolve issues
4.6	Provide forecasts of activities and costs
4.7	Present briefings on program status
4.8	Collect and account for all fees (concession /truck)
4.9	Administer defined enforcement program
4.10	Monitor concessions to ensure compliance
4.11	Manage issues including LA employee driver requirements.
4.12	Collect/verify documentation, audit once per 2 years
4.13	Maintain, audit and update program procedures
4.14	Project Management
4.15	Provide CSC staff
4.16	Provide technical support for CSC

Table 5. - Task 5: Outreach – Grants and Concessions

Subtask Number	Subtask Name / Purpose
Grants	
5.1	As needed further educate LMCs and IOOs
5.2	Support development of systems
5.3	Provide Services for CSC
5.4	Conduct outreach at LMCs
5.5	Implement additional strategies
Concessions	
5.6	Conduct outreach at LMCs
5.7	Develop outreach for City's Workforce development
5.8	Host public information sessions / collect feedback
Other	
5.9	Meetings and reporting
5.10	Monitor effectiveness of education / outreach
5.11	Web-based outreach (concessions, stakeholders)

EXHIBIT B

COMPENSATION

The Port of Los Angeles

Proposal Submission
For
Concession and Grant Administration
Services
Clean Truck Programs

Tetra Tech, Inc	**POLA**
Task 1: Program Structure Development (Grants)	201,422
Task 2 Ongoing Program Administration (Grants)	705,274
Task 3 Program Structure Development (Concessions)	204,374
Task 4: Ongoing Administration (Concessions)	857,914
Tasks 5: Support for Outreach (Grants and Concessions)	46,495
Tetra Tech Subcontractors	
Task 1: Program Structure Development (Grants)	199,500
Task 2 Ongoing Program Administration (Grants)	107,250
Task 3 Program Structure Development (Concessions)	204,750
Task 4: Ongoing Administration (Concessions)	80,850
Tasks 5: Support for Outreach (Grants and Concessions)	-
Total Tetra Tech	2,607,829
TIAX	
Task 1: Program Structure Development (Grants)	213,753
Task 2 Ongoing Program Administration (Grants)	2,166,504
Task 3 Program Structure Development (Concessions)	185,919
Task 4: Ongoing Administration (Concessions)	821,042
Tasks 5: Support for Outreach (Grants and Concessions)	-
Total TIAX	3,387,218
GNA	
Task 1: Program Structure Development (Grants)	-
Task 2 Ongoing Program Administration (Grants)	727,664
Task 3 Program Structure Development (Concessions)	-
Task 4: Ongoing Administration (Concessions)	117,105
Tasks 5: Support for Outreach (Grants and Concessions)	633,758
Total GNA	1,478,527
Subtotal Cost	7,473,574
Total	7,473,574

EXHIBIT C

MONTHLY SUBCONSULTANT MONITORING REPORT

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. Division Contractor Administrator

Contractor *Group Contract Title/Project

Contract Amount Start Date End Date

Total Amount Invoiced to Date

Original Proposed Subcontractor Percentage SBE MBE WBE OBE DBE

				PROPOSED		ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/MBE/WBE/OBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount

Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date

Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

EXHIBIT D

BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the nearest office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall	201 N. Main Street, Rm. 101	(213) 626-9271

BRANCH OFFICES

Van Nuys Civic Center	14401 Erwin Mall	(818) 756-8531
W. LA City Hall	1828 Sawtelle Blvd.	(310) 575-8888
Hollywood Office	6501 Fountain Ave.	(213) 485-3935
San Pedro City Hall	638 S. Beacon St., Rm. 303	(310) 732-4537
Westchester Municipal Bldg.	7166 Manchester, Rm. 9	(213) 473-6750
Watts City Hall	10221 Compton Ave., Rm. 202	(213) 473-5109

EXHIBIT E

GENERAL LIABILTY INSURANCE

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insured's with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.

2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney	Board of Harbor Commissioners
Harbor Division	425 South Palos Verdes Street
425 South Palos Verdes Street	San Pedro, CA 90731
San Pedro, CA 90731	Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

☐ Agreement/Permit Number(s):_____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature: _____
Authorized Representative (**ORIGINAL SIGNATURE** required on copy furnished to the Board of Harbor Commissioners)

Title: _____

Organization: _____

Address: _____

_____

Telephone: _____

Report claims pursuant to this insurance to:

Name: _____

Address: _____

Telephone: _____

Includes (check as applicable):

☐ Broad Form Property Damage
☐ Personal Injury
☐ Independent Contractors
☐ Premises-Operations
☐ Explosion-Collapse Hazard
☐ Underground Hazard
☐ Products/Completed Operations
☐ Contractual Liability
☐ Owned Automobiles
☐ Non-Owned Automobiles
☐ Hired Automobiles
☐ Fire Legal Liability
☐ _____
☐ _____

Type of Coverage	Limits of Liability	Policy Period	
		From	☐ Deductible $ _____
			☐ Self-insured Retention $ _____
		To	For _____ (Coverage)
	☐ Per Claim ☐ Per Occurrence		☐ Per Claim ☐ Per Occurrence

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT F

AUTOMOBILE LIABILITY INSURANCE

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
AUTO LIABILITY - ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **ADDITIONAL INSURED.** The City of Los Angeles Harbor Department, its officers, agents and employees are included as additional insureds with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the named insured regardless of whether liability is attributable to the named insured or a combination of the named and the additional insured.

2. **CONTRIBUTION NOT REQUIRED.** Any other insurance maintained by the City of Los Angeles Harbor Department shall be excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interest of the additional insured, the insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney	Board of Harbor Commissioners
Harbor Division	425 South Palos Verdes Street
425 South Palos Verdes Street	San Pedro, CA 90731
San Pedro, CA 90731	Attn: Risk Manager

5. **APPLICABILITY.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles Harbor Department unless checked below in which case only the following specific agreements and permits with the City of Los Angeles Harbor Department are covered:

☐ Agreement/Permit Number(s):_____

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature: _____
Authorized Representative (**ORIGINAL SIGNATURE** required on copy furnished to the Board of Harbor Commissioners)

Title: _____

Organization: _____

Address: _____

_____

Telephone: _____

Report claims pursuant to this insurance to:

Name: _____

Address: _____

Telephone: _____

Includes (check as applicable): ☐ All Autos

☐ Owned Automobile ☐ Hired Automobile

☐ Non-owned Automobile ☐ _____

Type of Coverage	Limits of Liability	Policy Period	
		From	☐ Deductible $ _____
			☐ Self-insured Retention $ _____
			For _____ (Coverage)
		To	
	☐ Per Claim ☐ Per Occurrence		☐ Per Claim ☐ Per Occurrence

Other Conditions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT G

WORKER'S COMPENSATION

City of Los Angeles
Los Angeles Harbor Department - Risk Management Section
WORKERS' COMPENSATION / EMPLOYER'S LIABILITY - SPECIAL ENDORSEMENT

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **APPLICABILITY**. This insurance pertains to the operations and/or tenancy of the named insured unless checked below in which case only the following specific agreements with the City of Los Angeles Harbor Department are covered:

   Agreement/Permit Number(s):_____

2. **CANCELLATION NOTICE**. With respect to the interests of the City of Los Angeles Harbor Department, this insurance shall not be canceled, changed in coverage, reduced in limits or non-renewed except after thirty (30) days prior written notice by certified mail return receipt requested has been given to both the City Attorney of Los Angeles and the Board of Harbor Commissioners addressed as follows:

City Attorney	Board of Harbor Commissioners
Harbor Division	425 South Palos Verdes Street
425 South Palos Verdes Street	San Pedro, CA 90731
San Pedro, CA 90731	Attn: Risk Manager

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

I _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and by my signature hereon do so bind this company.

Signature: _____
Authorized Representative (**ORIGINAL SIGNATURE** required on copy furnished to the Board of Harbor Commissioners)

Title: _____

Organization: _____

Address: _____

_____

Telephone: _____

Includes (check as applicable):

- ☐ Broad Form All States Endorsement
- ☐ Voluntary Compensation Endorsement
- ☐ United States Longshoremens and Harbor Workers Compensation Act
- ☐ Jones Act
- ☐ Other Continental Shelf Endorsement
- ☐ _____
- ☐ _____

Type of Coverage	Limits of Liability	Policy Period
Workers' Compensation	*Statutory*	From
Employer's Liability		To

Other Provisions:

Named Insured and Address			
Insurance Company	Policy Number	Endorsement Number	Effective Date of Endorsement

EXHIBIT H

AFFIRMATIVE ACTION

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is $100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is $5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

   1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the

purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding

authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by

an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the

awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT I

SMALL BUSINESS DEVELOPMENT PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Development Program (SBDP or the "Program") was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% has been established for the Program. The specific goal or requirement for each contract to be let may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including but not limited to, small business entities (SBEs), women-owned businesses (WBEs), and minority-owned businesses (MBEs). The Program will allow the Port to target more effectively small business participation (including MBEs and WBEs). It is also the intent of the Department to make it easier for small businesses to participate in Port contracts by providing education and assistance on how to do business with the City, including, but not limited to, insuring that payments to small businesses are processed in a timely manner.

A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port to perform outreach and utilize certified small businesses. Based on the work to be performed, it has been determined that the percentage of small business participation will be 50 %. Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement.

The Consultant shall not substitute an SBE firm without obtaining prior approval of the City and amending its Agreement. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or

other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contract Description Form. The Contract Description Form, when signed, will signify the Consultant's intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the City, Consultant and all subconsultant's must be registered with the Department's Contract Management Database, *e-DiversityXchange.*

AFFIDAVIT

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following is true and correct and include all material information necessary to identify and explain the operations of

Tetra Tech, Inc.

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company:

☐ SBE ☐ MBE ☐ WBE ☒ OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature William Brownlie Title Senior Vice President

Printed Name William R. Brownlie Date Signed 8/18/2008

NOTARY

DMO
8-18-08

On this _____day of_____20 _____, before me appeared

_____ to me personally known, who being duly sworn, did

Name

execute the foregoing affidavit, and did state that he/she was properly authorized by

_____

Name of Firm

to execute the affidavit and did so act and deed.

See certificate attached

SEAL

_____

Notary Public

_____

Commission Expires

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____ _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (~~or affirmed~~) before me on this

18th day of August, 2008, by
Date Month Year

(1) William R. Brownlie,
Name of Signer

proved to me on the basis of satisfactory evidence be the person who appeared before me (.) ~~(;)~~

~~(and~~

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature Debra L. McMullen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

Contract Description Form

PRIME CONTRACTOR

CONTRACT# TBD Award Date: TBD Contract Term: TBD

Contract Title: Concession and Grant Administration Services Clean Truck Program

Business Name: Tetra Tech, Inc. Award total: $ TBD

Owner's Ethnicity: _____ Gender _____ Group (Circle One) SBE MBE WBE OBE

Address: 3475 East Foothill Boulevard

City/State/Zip: Pasadena, CA 91107

Telephone: (626) 470-2417 FAX: (626) 470-2617

Contact Person: Eddy Huang, Project Manager

Email Address: eddy.huang@tetratech.com

SUBCONTRACTOR

Business Name: Butterfield Communications Inc. Award Total: $ 1%

Services to be provided: Concession administration

Owner's Ethnicity: White Gender Female Group (Circle One) SBE MBE WBE OBE

Address: Ports O'Call Berth 77 P7-A

City/State/Zip: San Pedro, CA 90731

Telephone: (310) 732-1112 FAX: (310) 732-1114

Contact Person/Title: Olga Chavez

Email address: olga@butterfieldcommunications.com

SUBCONTRACTOR

Business Name: CET Engineering, Inc. Award Total: $ 5%

Services to be provided: Grant concession administration support

Owner's Ethnicity: Asian Gender Male Group (Circle One) SBE MBE WBE OBE

Address: 100 N. Barranca Avenue

City/State/Zip: West Covina, CA 91791

Telephone: (626) 858-2018 FAX: (626) 332-8732

Contact Person/Title: Weyman Kam, President

Email Address: wkam@cetengineering.com

Authorized Representative of Prime Contractor

Date 3/30/08

Contract Description Form

SUBCONTRACTOR

Business Name: Tiax LLC Award Total: $ 43%

Services to be provided: Grant concession program development

Owner's Ethnicity: Other Gender Male Group (Circle One) (SBE) MBE WBE OBE

Address: 15 Acorn Park

City/State/Zip: Cambridge, MA 02140-2301

Telephone: (617) 498-5655 FAX: (617) 498-7200

Contact Person/Title: Renee Wong, Contracting Officer

Email address: wong.renee@tiaxllc.com

SUBCONTRACTOR

Business Name: Gladstein Neandross & Associates Award Total: $ 18%

Services to be provided: Public outreach information center

Owner's Ethnicity: White Gender Male Group (Circle One) (SBE) MBE WBE OBE

Address: 3015 Main Street, Suite 300

City/State/Zip: Santa Monica, CA 90405

Telephone: (310)573-8547 FAX: (310) 314-9196

Contact Person:/Title: Clifford E. Gladstein/President

Email address: cliff@gladstein.org

SUBCONTRACTOR

Business Name: Trinium Technologies Award Total: $ 3%

Services to be provided: Data base development

Owner's Ethnicity: Caucasian Gender Male Group (Circle One) (SBE) MBE WBE OBE

Address: 304 Tejon Place

City/State/Zip: Palos Verdes, CA 90274

Telephone: (310)214-3118 ext 101 FAX: (310) 214-3959

Contact Person/Title: Michael Thomas/CEO

Email address: michaelt@triniumtech.com

Authorized Representative of Prime Contractor

5/30/08
Date

EXHIBIT J

EQUAL BENEFITS POLICY

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due

or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.