



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti Mayor, City of Los Angeles

Gary Lee Moore, P.E. Interim Executive Director

February 18, 2014

Honorable Members of the
City Council of the
City of Los Angeles

CD No. 15

Attention: Mr. Michael Espinosa, City Clerk's Office

**SUBJECT: RESOLUTION NO. 13-7580 – PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND LEIDOS, INC. FOR AIR
QUALITY MONITORING SERVICES**

Pursuant to Section 373 of the City Charter, enclosed for your approval is Agreement No. 13-3194 with Leidos, Inc., regarding the above subject. The Board of Harbor Commissioners approved personal services Agreement No. 13-3194 at its meeting of November 7, 2013.

RECOMMENDATION:

1. The City Council approve the proposed personal services Agreement between the City of Los Angeles Harbor Department and Leidos, Inc.;
2. Adopt the determination by the Los Angeles Harbor Department that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; and
3. Return to the Board of Harbor Commissioners for further processing.

Respectfully Submitted,

AMBER M. KLESGES
Commission Secretary

cc: Trade, Commerce, & Tourism Committee
Councilman Bonin, encls.
Councilman LaBonge, encls.
Councilman Buscaino, encls.
Mandy Morales, Mayor's Office, encls.
Erick Martell, POLA Legislative Analyst, encls.

Alvin Newman, CAO, encls.
Lisa Schechter, CD4, encls.
Aaron Gross, Government Affairs, encls.
Christine Yee Hollis, CLA, encls.

BY DEPUTY
CITY CLERK

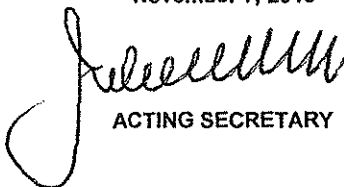
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CITY CLERK'S OFFICE

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RECOMMENDATION APPROVED;
RESOLUTION NO. 13-7580 ADOPTED; AND
AGREEMENT NO. 13-3194 APPROVED
BY THE BOARD OF HARBOR COMMISSIONERS

November 7, 2013


ACTING SECRETARY



DATE: OCTOBER 30, 2013

FROM: ENVIRONMENTAL MANAGEMENT

**SUBJECT: RESOLUTION NO. 13-7580 - PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND LEIDOS, INC. FOR AIR
QUALITY MONITORING SERVICES**

SUMMARY:

The Environmental Management Division (EMD) staff recommends approval of an Agreement with Leidos, Inc. (Leidos) a corporation of Delaware, to provide air quality monitoring services. This action will authorize an Agreement with a five-year contract term for a not-to-exceed amount of \$2,891,452.

RECOMMENDATION:

It is recommended that the Board of Harbor Commissioners (Board):

1. Approve the Agreement with Leidos, Inc. for a term of five years for the total not-to-exceed amount of \$2,891,452;
2. Direct the Board Secretary to transmit said Agreement to the Los Angeles City Council for approval pursuant to Section 373 of the Charter of the City of Los Angeles and Section 10.5(a) of the Los Angeles Administrative Code;
3. Authorize the Executive Director and the Board Secretary to execute and attest to said Agreement for and on behalf of the Board; and
4. Adopt Resolution No. 13-7580

DISCUSSION:

Background/Context – The proposed Agreement (Transmittal 1) supports the City of Los Angeles Harbor Department (Harbor Department) in operating and maintaining the Port of Los Angeles' (Port) air quality network, consisting of four monitoring stations

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SUBJECT: AIR MONITORING SERVICES

located throughout San Pedro and Wilmington. Additionally, the Agreement supports the Harbor Department's commitment under the Clean Air Action Plan (CAAP) to track and make publicly available data on ambient air quality and to utilize monitoring data to improve the Harbor Department's emission and health risk reduction programs in the Port.

The Harbor Department's air monitoring program involves measuring ambient air pollution levels at the four air quality monitoring stations. The monitoring stations collect real-time air quality measurements for: ozone (O₃), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), carbon monoxide (CO), two sizes of particulate matter (PM₁₀ or coarse particles and PM_{2.5} or fine particles), black carbon, and ultrafine particles. In addition, 24-hour integrated samples of particulates and elemental carbon (EC – a surrogate for diesel particulate matter) are collected on filters every third or sixth day and sent to a certified laboratory for detailed chemical analyses. As part of the program, meteorological monitoring is conducted at each monitoring station to help interpret the air quality data and for use in other Harbor Department programs. Each meteorological monitoring station collects wind speed, wind direction, and temperature data. One station also collects solar radiation, relative humidity, and barometric pressure data. Current and historic real-time data and filter-based data can be found on the Port's website at: http://portoflosangeles.org/environment/air_quality.asp.

Operations at all four sites are ongoing 24 hours a day, seven days a week, 365 days per year. On-site and program management includes monitoring air quality and meteorological conditions, analyzing findings, calibrating and maintaining the monitoring equipment, posting "real time" data on the CAAP website, and preparing annual data analysis reports.

Leidos (formerly known as Science Application International Corporation, or SAIC) has been responsible for providing these services to the Harbor Department since the program's inception in 2005. The current agreement for Air Quality Monitoring Services, Agreement No. 11-2956, is for a three-year term and a total amount not-to-exceed \$2,100,000. The total amount invoiced to-date is \$1,200,000 and EMD staff anticipates that by the agreement expiration, the total amount expended will be \$1,800,000, an average of \$600,000 per year. Due to efficiencies achieved in the Air Monitoring Program during the current three-year Agreement No. 11-2956, the agreement amount will be reduced from \$700,000 per year to \$578,000 per year under the new five-year Agreement.

Services to be Performed – The following includes a summary of areas where consultant assistance is required to provide support and assistance:

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Operations and Maintenance

- Monitoring O₃, SO₂, NO₂, CO, PM₁₀, PM_{2.5}, EC, black carbon, and ultrafine particles
- Monitoring meteorological conditions
- Hosting/maintaining real-time and filter-based data on the CAAP website
- Archiving data
- Developing Quality Assurance/Quality Control protocols
- Performing routine repair and maintenance of equipment
- Supporting Harbor Department staff in public presentations/meetings, as requested

Data Review and Quality Assurance

- Conducting Daily/Monthly/Bi-Monthly Reviews
- Preparing Annual Reports

Special Studies (as requested)

- Researching air monitoring trends and making recommendations
- Assessment and/or validation of other air monitoring studies that impact the Harbor Department
- Performing other special studies, as needed

Consultant services are required because Harbor Department resources are not currently available to handle the required workload, the work frequently occurs during off-duty hours, and specialized technical expertise is needed to carry out the above-described time-sensitive work. Furthermore, it is not practical or cost-effective for the Harbor Department to maintain permanent staff to conduct the activities outlined in the Scope of Work (Transmittal 2).

Work Assignments – All work will be authorized through a Project Directive (PD) process and approved by the Executive Director. Each PD includes a detailed scope of work, schedule, Small Business Enterprise (SBE)/Very Small Business Enterprise (VSBE) participation level, and cost estimate.

Selection Process – On June 5, 2013, the Harbor Department's EMD issued an Air Quality Monitoring Services Request for Proposals (RFP) to provide ongoing operation of the Harbor Department's four air monitoring stations. The RFP was posted on the Port's website, and automatic email notifications were sent out to all those firms registered on the Los Angeles Business Assistance Virtual Network under the applicable North American Industry Classification System Codes.

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SUBJECT: AIR MONITORING SERVICES

Five proposals were received by the July 2, 2013 deadline. The proposal evaluation committee members consisted of Lisa Wunder, Acting Marine Environmental Supervisor, René Spencer, Environmental Specialist, and Norene Hastings, Environmental Supervisor with the City of Los Angeles Department of Airports. Proposals were reviewed using evaluation criteria published in the RFP (Transmittal 3) and three proposers were invited to oral interviews that occurred on August 20, 2013. The remaining two firms did not qualify for further consideration based on the scores of their written proposals. The following three (3) firms were invited for interviews:

- Environmental, Engineering & Measurement Services, Inc.
- Environmental Resources Management
- Leidos

Oral interviews utilized interview questions (Transmittal 4) to explore knowledge of air quality monitoring procedures and protocol, as well as the firm's expertise in data analysis and interpretation. The evaluation panel completed the evaluation scoring on the strength of the written proposal and interview (Transmittal 5).

Following the evaluation process, Leidos was selected as the most qualified to meet the Harbor Department's anticipated needs over the next five years. In its proposal and interview, Leidos demonstrated that they have extensive experience collecting air monitoring data in a coastal environment, operating and maintaining the types of equipment used at the Harbor Department, and performing a high level of quality assurance. Leidos also displayed unique insights on air monitoring developments within the South Coast Air Basin, and their potential impact to the Harbor Department's monitoring program.

Small Business Development Program – The SBE goal for this contract is 25% and the VSBE goal is 5%. Leidos's subconsultant team includes one SBE and two VSBE. Under the proposed work plan, Leidos commits to exceed the 25% SBE and 5% VSBE participation requirements outlined in the RFP.

ENVIRONMENTAL ASSESSMENT:

The proposed action is for the approval of a personal services Agreement for a term of five years for air quality monitoring services. As an administrative activity, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

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SUBJECT: AIR MONITORING SERVICES

FINANCIAL IMPACT:

Approval of the five-year Agreement authorizes a total not-to-exceed amount of \$2,891,452 for Air Quality Monitoring Services. This Agreement will help the Harbor Department operate and maintain its air quality monitoring network, supporting the Harbor Department's commitment under the CAAP to track and make publicly available data on ambient air quality and utilize this data to improve the Harbor Department's emission and health risk reduction programs in the Port.

It is anticipated that funds under the Agreement will be expended as follows:

FY 13/14	\$	97,000
FY 14/15	\$	578,000
FY 15/16	\$	578,000
FY 16/17	\$	578,000
FY 17/18	\$	578,000
FY 18/19	\$	482,452
TOTAL		\$ 2,891,452

The budget for Air Quality Monitoring Services in FY 13/14 is \$600,000; \$503,000 will be spent under Agreement No. 11-2956 with SAIC and \$97,000 is available for the proposed Agreement with Leidos. Funds are available in the Operational Budget, Account 54260, Center 330, Program 000.

The Harbor Department's financial obligations after the current fiscal year are contingent upon the Board appropriation of funds. If any subsequent fiscal year funds are not appropriated by the 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 obligations previously incurred. Future year funds will be requested to be budgeted through the Harbor Department's annual budgeting process, upon Board approval.

ECONOMIC BENEFITS:

Approval of the proposed Agreement will have no employment impacts in the five-county region.

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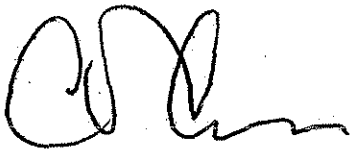
CITY ATTORNEY:

The City Attorney's Office has prepared and approved the Agreement as to form and legality.

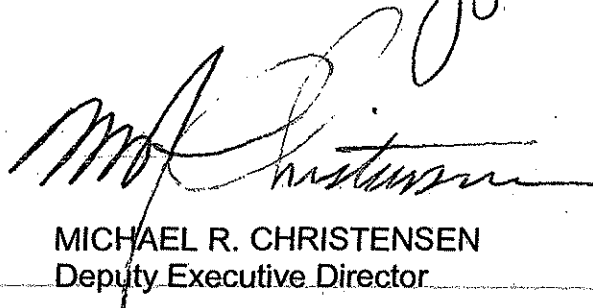
TRANSMITTALS:

1. Agreement with Leidos, Inc.
2. Scope of Work
3. Evaluation Criteria
4. Oral interview questions
5. Scoring

FIS Approval:  (initials)
CA Approval:  (initials)



CHRISTOPHER CANNON
Director of Environmental Management



MICHAEL R. CHRISTENSEN
Deputy Executive Director

APPROVED:



GERALDINE KNATZ, Ph.D.
Executive Director

AUTHOR: LISA WUNDER
ADP No.: 130515-521
BOARD MEETING: 11/7/2013

FILE: Y:\ADMIN\BOARD REPORTS\AIR QUALITY\AIR QUALITY MONITORING PROGRAM\LEIDOS - 2013\ENV_AIR MONITORING - FINAL.docx
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AGREEMENT NO.
BETWEEN THE CITY OF LOS ANGELES
AND
LEIDOS, INC.

THIS AGREEMENT ("Agreement") 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 Leidos, Inc., a Delaware corporation, whose address is 10260 Campus Point Drive, H4-K, San Diego, California 92121 ("Consultant").

WHEREAS, City requires professional, scientific, expert and technical expertise to operate and maintain the Port's Air Quality Monitoring Program; and

WHEREAS, Consultant is an organization that provides services, including, but not limited to those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, Consultant possess extensive experience in dealing with collection of air monitoring data and analysis of results; and;

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("Director") shall issue a written document in the form attached hereto as Exhibit "B" that has been signed by Executive Director of the

City's Harbor Department ("Executive Director") and that specifies, without limitation, the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following Director's receipt of the Directive signed by Consultant, Director shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by Director and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third parties with whom Consultant has contracted on the effective date of this Agreement, whom Director may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.6 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice

from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Joel Torcolini ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.10 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.11 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle City to have services completed by others, shall obligate Consultant to pay City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or

necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Consultant shall provide Director with reasonable advance written notice if it requires access to premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.3 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be April 25, 2014. Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until the sixth Council meeting day after approval of this Agreement by Board or Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed five (5) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Five (5) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. 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, Board is under no legal obligation to do so. 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 therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this 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 Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two million Eight Hundred Ninety One Thousand Four Hundred and Fifty Two Dollars (\$2,891,452). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "D." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. **Fixed Fee.** Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. **Time and Materials Fee.** Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "D". Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "D".

c. **Equal Payment Fee.** Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "D" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than zero percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "D" shall be revised, replaced and renumbered as Exhibit "D-1," Exhibit "D-2," etc., as applicable.

5.5 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and three (3) copies of each such invoice for payment in the format that contains the information specified in Exhibit "E", and that includes 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.

(signed) _____

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "E". Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.8 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

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

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is

cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's 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 City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See Exhibit "G."

9. Indemnification and Insurance.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

9.2 Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

9.3 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the 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 coverage 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 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 retention or self-insurance provided shall provide that any other insurance maintained by the Harbor 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 and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG-2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

9.4 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 liability 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 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 damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG-2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

9.5 Workers' Compensation and Employer's Liability

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 Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. 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 the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all

employees of any subcontractor or other vendor retained by Consultant.

9.6 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 City.

9.7 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 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.

9.8 Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to 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.

9.9 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system Track4LA™ at <http://track4la.lacity.org/> 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 City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

9.10 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 the 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 the 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 its most recently filed 10-Q and 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
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.

9.11 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.

10. Personal Services Agreement

10.1 During the term of this Agreement, 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 City's Harbor Department.

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

12. Affirmative Action.

Consultant 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 are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "H."

13. Small/Very Small Business Enterprise Program and Local Business Preference Program.

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

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN).

at <http://www.labavn.org>.

14. Conflict of Interest.

Consultant has reviewed and understands 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 the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this 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, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

15. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify 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 City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that

provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future; whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

19. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

20. 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 purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in

the manner provided by law.

21. 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 95-3630868. No payments will be made under this Agreement without a valid TIN.

22. Service Contractor Worker Retention Policy and Living Wage Requirements.

Board 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 City's Harbor 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 City to terminate this Agreement and otherwise pursue legal remedies that may be available.

23. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants 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. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. Equal Benefits Policy.

Board 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 City's Harbor 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."

25. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this

Agreement

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. _____ Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12-month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

26. 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.

27. Construction of Agreement

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product, each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof, and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

29. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

30. 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.

31. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

32. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement, or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

33. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

34. Integrated 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.**

35. Exhibits Sections

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

36. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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

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

Date: _____

By: _____
Executive Director

Attest: _____
Secretary

Date: October 16, 2013

LEIDOS, INC.
By: [Signature]
Name: Mark G. Deffen
Title: Vice President, Contract Director

Attest: [Signature]
Name: Sheila B. Maglague
Title: Sr. Contract Representative

APPROVED AS TO FORM AND LEGALITY

October 24, 2013

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

By: [Signature]
JUSTIN HOUTERMAN, Deputy

Account#	54260	W.O. #	n/a
CU/Div#	0330	Job Fac. #	n/a
Proj/Prog#	000		
Budget FY:		Amount:	
2013-2014		\$ 97,000	
2014-2015		\$ 578,000	
2015-2016		\$ 578,000	
2016-2017		\$ 578,000	
2017-2018		\$ 578,000	
2018-2019		\$ 482,452	
TOTAL		\$2,891,452	
For Acct/Budget Div. Use Only			
Vented by: <u>[Signature]</u>			
Verified Funds Available: <u>[Signature]</u>			
Date Approved: <u>10/21/2013</u>			

EXHIBIT A

Scope of Work

The Harbor Department's air monitoring program began in April 2005. The four air quality monitoring stations measure ambient air pollution levels in the vicinity of the Port. The program includes a number of real-time air quality measurements: ozone (O_3), sulfur dioxide (SO_2), nitrogen dioxide (NO_2), carbon monoxide (CO), two sizes of particulate matter (PM_{10} , or coarse particles, and $PM_{2.5}$, or fine particles), black carbon, and ultrafine particles. In addition, 24-hour integrated samples of particulates and elemental carbon (EC) are collected on filters following the appropriate United States Environmental Protection Agency (USEPA) sampling schedule and sent to a certified laboratory for detailed chemical analyses. As part of the program, meteorological monitoring stations operate adjacent to each air monitoring station, to help interpret the air quality data and for use in other Harbor Department programs. Each meteorological monitoring station collects wind speed, wind direction, and temperature data and one station also collects solar radiation, relative humidity, and barometric pressure data. Current and historical real-time data can be found at <http://caap.airsis.com/> and historical filter-based data can be found at http://portoflosangeles.org/environment/air_quality.asp.

The monitoring stations are strategically located within the Port's Region of Influence at (1) the Outer Harbor area at Berth 47 near the south end of the Port, (2) the Terminal Island Treatment Plant (TIP) in the center of Port operations, (3) within the San Pedro community near the intersection of South Harbor Boulevard and 3rd Street, and (4) within the Wilmington community at the Sts. Peter & Paul Elementary School.

A) Required Tasks

Task 1 - Operations and Maintenance

Operate and maintain the Harbor Department's air quality monitoring network consisting of four air quality monitoring stations. At each station, this program will include:

- Monitoring 24-hour integrated particulate matter of 2.5 microns or less ($PM_{2.5}$) levels every three days with filter-based sequential filter sampling (SFS), or equivalent sampling method, in accordance with the Environmental Protection Agency (EPA) nationwide schedule and existing Port Monitoring Protocol. The filters will be analyzed for $PM_{2.5}$ concentrations and elemental and organic carbon (EC/OC) levels. All filters should be archived at the analytical laboratory for detailed chemistry analyses and for future potential use.
- Monitoring 24-hour integrated particulate matter of 10 microns or less (PM_{10}) levels every three days at the Sts. Peter and Paul School (SPPS) and the Outer Harbor (Coastal Boundary) stations with filter-based SFS, or equivalent sampling method, in accordance with the EPA nationwide

EXHIBIT A

schedule and existing Port Monitoring Protocol. All filters will be archived at the analytical laboratory for detailed chemistry analyses and for future potential use.

- Monitoring $PM_{2.5}$ and PM_{10} at the Sts. Peter and Paul School station using Federal Reference Method (FRM) monitors in accordance with the existing Port Monitoring Protocol. These FRM monitors are only used to measure PM concentrations, but are useful as a Quality Assurance/Quality Control (QA/QC) check on the SFS filter-based monitors deployed at each site.
- Providing $PM_{2.5}$ and PM_{10} filters to be delivered to and analyzed at a laboratory certified to provide the analytical services prescribed in the Work Plan.
- Monitoring NO_2 , O_3 , CO, SO_2 , $PM_{2.5}$, PM_{10} , ultrafine particles, and black carbon on a continuous basis.
- Monitoring meteorological conditions on a continuous basis.
- Hosting and maintaining the presentation of the real-time data on the Clean Air Action Plan (CAAP) website. The proposed program should include software filters that will exclude extremely high pollutant levels from being displayed on the CAAP website (because almost all of the extremely high concentrations are a result of analyzer problems).
- Submitting all real-time and filter-based data to be archived in an Access database for analysis, review and future use.
- Developing QA/QC protocol to provide routine calibration and maintenance of the monitoring equipment as well as daily data integrity checks.
- Performing routine repair on equipment. It should be noted that all equipment is owned by the Harbor Department.
- Conducting external audits of the monitoring systems with the use of an independent 3rd party at six-month intervals. The audits will evaluate the operation of the continuous pollutant monitors, 24-hour integrated samplers, and meteorological sensors, and will check flows on the real-time $PM_{2.5}$ and PM_{10} monitors.
- Providing routine updates of the monitoring network operation to designated Port staff in routine conference calls, including the discussion of monitoring problems and issues as they arise.

EXHIBIT A

- Supporting Harbor Department staff in public presentations/meetings, as requested.

Task 2 – Data Review and Quality Assurance

In addition to the standard review procedures to examine the operation of the individual analyzers and data loggers at each station, the operator shall routinely compare the Harbor Department's monitoring data to historical trends, as well as data from other nearby stations (i.e., the Port of Long Beach (POLB) and South Coast Air Quality Management District (SCAQMD) networks). This provides useful perspective on the data and assists in the analytical interpretation and identification of unusual data points ("outliers") which may be biased due to instrument-related problems or part of a larger regional influence. This task will include:

- Conducting daily reviews of the data acquisition and handling system, and website presentation. This includes review of the data as well as the operational performance of the system.
- Conducting monthly QA/QC reviews of the data collected by the monitoring stations. This review process involves an in-depth review by a field manager responsible for the day-to-day operations of the project and the technical director/QA officer who conducts a second detailed review of the data to ensure that the QA process is followed and that any questionable data are dealt with appropriately.
- Conducting quarterly QA/QC review of the particulate filter analytical results.
- Providing the filter data to the Harbor Department in a format suitable for uploading to the Port's website.

Task 3 – Annual Report

An annual summary and data analysis report are to be provided to the Harbor Department on a timely basis for review. Following revision and acceptance by the Harbor Department's environmental staff, the annual report will be uploaded to the Port's website.

B) Optional Task

Conduct special studies and/or analyses as requested by staff. Examples of special studies and analyses may include source apportionment, data validation, regulatory agency sampling co-location, site evaluation studies, and short-term monitoring and analysis of additional pollutants of interest.

Exhibit "B"
Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _____, after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
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Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within _____ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Directive No. _____:

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. _____.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

GERALDINE KNATZ, Ph.D.
Executive Director
Date:

Exhibit "B"
Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _____ after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

Task	Services	Authorized Amount
3	Conceptual Study and Report 3 A Roadway	\$100,000 (lump sum)
3	Conceptual Study and Report 3 B Rail	\$200,000 (lump sum)
3	Conceptual Study and Report 3 C Bridge	\$ 50,000 (lump sum)
3	Conceptual Study and Report 3 D Streetscape	\$150,000 (lump sum)

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within _____ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Directive No. _____.

Consultant acknowledges that the terms and conditions of Agreement No. _____ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. _____.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

GERALDINE KNATZ, Ph.D.
Executive Director
Date:

Exhibit "C"
Form of Notice to Proceed

(Date) _____
(Consultant) _____
(Consultant address) _____
(City, State, Zip) _____

Attention: (Project Manager) _____

Subject: Notice to Proceed - Directive No. _____
Project Name _____

This is to notify and direct you to commence performance of the subject Directive.
Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732- _____

Very truly yours,

Director, Environmental Management Division

Enclosure: Directive No. _____

Exhibit D

Leidos, Inc.

CONTRACT: POLA Air Quality Monitoring Services

LABOR RATE SCHEDULE	
LABOR CATEGORY	Rate
Sr. Principal Consultant I	230.00
Sr. Principal Consultant II	210.00
Sr. Principal Consultant III	205.00
Principal Consultant I	195.00
Principal Consultant II	185.00
Principal Consultant III	175.00
Principal Consultant IV	160.00
Sr. Program Manager I	175.00
Program Manager I	160.00
Program Manager II	145.00
Program Manager III	135.00
Sr. Project Manager	125.00
Project Manager	115.00
Sr. Consultant I	150.00
Sr. Consultant II	140.00
Sr. Consultant III	130.00
Sr. Consultant IV	125.00
Sr. Consultant V	115.00
Staff Consultant I	110.00
Staff Consultant II	100.00
Staff Consultant III	95.00
Staff Consultant IV	90.00
Staff Consultant V	85.00
Associate Consultant I	75.00
Associate Consultant II	70.00
Associate Consultant III	65.00
Associate Consultant IV	60.00
Associate Consultant V	55.00
Technician I	50.00
Technician II	45.00
Technician III	40.00
Technician IV	35.00
Sr. Project Administration I	170.00
Sr. Project Administration II	160.00
Sr. Project Administration III	140.00
Sr. Project Administration IV	125.00
Sr. Project Administration V	110.00
Project Administration I	90.00
Project Administration II	75.00
Project Administration III	65.00
Project Administration IV	55.00
Project Administration V	45.00

SAIC ODC Handling Charge:

0% on ODC cost

SAIC Materials & Subcontractor (M&S) Handling Charge:

0% on Subcontractor cost

Rates valid from April 2014 - April 2019

Exhibit D

PORT OF LOS ANGELES SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subconsultant/Subcontractors

The cost of services rendered by subconsultant/subcontractors will be charged at actual costs.

Communications

The cost of communications including telephone, telex, facsimile, routine postage and incidental copying will be charged at cost.

Travel and Subsistence (Meals, Lodging and Airfare)

The cost of travel will be at actual cost; subsistence will be charged in accordance with the City of Los Angeles travel policy per diem.

Vehicles and Mileage

Company vehicle (not listed in the rate schedule) mileage will be charged at the current Federal Travel Regulation (FTR) mileage allowance.

Reproduction

All outside reproduction materials and supplies will be charged at cost.

Other Costs

Any other direct costs, not specifically identified herein shall be reimbursed at cost.

NOTE:

When staff appears as expert witnesses in court trials, mediations, arbitration hearings and depositions, their time will be charged at 1.5 times individual hourly rates as stated in consultant's rate schedule.

Exhibit E

Company Letterhead

Agreement No.:
ADP No.:
BTRC No.:
TIN:

Invoice Number:
Date:
POLA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
	\$0.00	0	0	\$0.00
	\$0.00	0	0	\$0.00
	\$0.00	0	0	\$0.00
	\$0.00	0	0	\$0.00
	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
		\$0.00
		\$0.00
		\$0.00
Total Subconsultant Cost:		\$0.00

	Current Total
REIMBURSABLE EXPENSES:	
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Other Direct Cost:	\$0.00

REMIT PAYMENT TO:
Company Name:
Address:
City, ST, Zip:

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt # _____ 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 Representative Name

Date:
APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED
POLA PROJECT MANAGER

Exhibit F

MONTHLY SUBCONSULTANT MONITORING REPORT

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

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

Original Proposed Subcontractor Percentage _____ SBE _____ VBEB _____ DBE _____

	Name of Subcontractor	Type of Work Performed	SBE/VBEB/DBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount	Contract 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 G

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

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 Certificate (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, 1997, 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 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) 473-5901

EXHIBIT H - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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.

EXHIBIT H - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- 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

EXHIBIT H - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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.

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;

EXHIBIT H - AFFIRMATIVE ACTION PROGRAM PROVISIONS

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/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE 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 Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity 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, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.

The Harbor Department defines a SBE as 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 19, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department 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 25%, including 5% VSBE participation. The North American Industry Classification System (NAICS) Code for the scope of services is 541620. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$14 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. 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.

(2) LOCAL BUSINESS PREFERENCE PROGRAM

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBES. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

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.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Consultant Description Form is true and correct and includes all material information necessary to identify and explain the operations of

Leidos, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide 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.

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐ SBE ☐ VSBE ☐ MBE ☐ WBE ☐ DVBE ☒ 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 Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

■ 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 Enterprise (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).

■ A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.

■ An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☒ LBE ☐ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees; or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: Sheila B. Maglaque
Printed Name: Sheila B. Maglaque

Title: Senior Contracts Representative
Date Signed: 16 October 2013

NOTARY:

On this _____ day of _____, 20____, before me appeared _____
to me personally known, who being duly sworn, did execute the
Name
foregoing affidavit and did state that he/she was properly authorized by
to execute the affidavit and did so as his or her free act and deed.
Name of Firm

SEAL

Notary Public: See Attached
Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 10/16/13

before me, Mistie Breen, Notary Public

personally appeared

Sherla Maglaque



who proved to me on the basis of satisfactory evidence to be the person (X) whose name (X) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/they had the authority to execute the instrument the personally, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Mistie Breen

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.

Description of Attached Document

Title or Type of Document: Affidavit of Company Status

Document Date: 10/16/13

Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Consultant Description Form

PRIME CONSULTANT:

Contract Title: Air Quality Monitoring Services

Business Name: Leidos, Inc. Award Total: \$ 2,891,452

Owner's Ethnicity: N/A Gender: N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO ☐ (Check only one)

Primary NAICS Code: 541620 Average Three Year Gross Revenue: \$ 10.68 Billion

Address: 10260 Campus Point Drive H4-K

City/State/Zip: San Diego, CA 92121

Telephone: (858) 826-5255 FAX: (858) 826-6094

Contact Person/Title: Sheila B. Maglaque, Senior Contracts Representative

Email Address: maglaque@leidos.com

I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBEs of potential subcontracting opportunities associated with this RFP. ☒ Yes (Please check)

SUBCONSULTANT:

Business Name: Agilair LLC Award Total: \$ 33,400

Services to be provided: Product Support, Wireless Data Service

Owner's Ethnicity: W Gender: M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☐ NO ☒ (Check only one)

Primary NAICS Code: 541620 Average Three Year Gross Revenue: \$ 2.1M

Address: 2904 B Tazewell Pike, Suite A

City/State/Zip: Knoxville, TN 37918

Telephone: (865) 927-9440 FAX: (865) 927-9552

Contact Person/Title: Steve Drevik, President

Email Address: sdrevik@agilaircorp.com

SUBCONSULTANT:

Business Name: Airsis, Inc. Award Total: \$ 121,500

Services to be provided: Software Development

Owner's Ethnicity: N/A Gender: N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☐ NO ☒ (Check only one)

Primary NAICS Code: 541511 Average Three Year Gross Revenue: \$ 4.6M

Address: 9845 Via Pasar

City/State/Zip: San Diego, CA 92126

Telephone: (858) 586-0933 FAX: (858) 586-1237

Contact Person/Title: Dean Rosenberg, CEO

Email address: drosenberg@airsis.com

Consultant Description Form

SUBCONSULTANT:

Business Name: Desert Research Institute Award Total: \$ 631,580
Services to be provided: Semi Annual QA Audits and Laboratory Analysis
Owner's Ethnicity: N/A Gender: N/A Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES NO ☒ (Check only one)
Primary NAICS Code: 541712 Average Three Year Gross Revenue: \$ 150M
Address: 2215 Raggio Parkway
City/State/Zip: Reno, NV
Telephone: (216) 862-8772 FAX: (775) 674-7016
Contact Person/Title: Charles Whitaker, Financial Administrator
Email Address: charles.whitaker@dri.edu

SUBCONSULTANT:

Business Name: Terry A. Hayes Associates, Inc. (TAHA) Award Total: \$ 634,911
Services to be provided: Air Quality Monitoring
Owner's Ethnicity: Black Gender: M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES ☒ NO (Check only one)
Primary NAICS Code: 541620, 541690 Average Three Year Gross Revenue: \$ 2.2M
Address: 8522 National Boulevard, Suite 102
City/State/Zip: Concord, CA 90249
Telephone: (310) 839-4200 FAX: (310) 839-4201
Contact Person/Title: Michael Sullivan, Planner
Email Address: msullivan@webtaha.com

SUBCONSULTANT:

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender: _____ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)
Local Business Enterprise: YES _____ NO _____ (Check only one)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

Exhibit J

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.

Scope of Work

The Harbor Department's air monitoring program began in April 2005. The four air quality monitoring stations measure ambient air pollution levels in the vicinity of the Port. The program includes a number of real-time air quality measurements: ozone (O₃), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), carbon monoxide (CO), two sizes of particulate matter (PM₁₀ or coarse particles, and PM_{2.5} or fine particles), black carbon, and ultrafine particles. In addition, 24-hour integrated samples of particulates and elemental carbon (EC) are collected on filters following the appropriate United States Environmental Protection Agency (USEPA) sampling schedule and sent to a certified laboratory for detailed chemical analyses. As part of the program, meteorological monitoring stations operate adjacent to each air monitoring station, to help interpret the air quality data and for use in other Harbor Department programs. Each meteorological monitoring station collects wind speed, wind direction, and temperature data and one station also collects solar radiation, relative humidity, and barometric pressure data. Current and historical real-time data can be found at <http://caap.airsis.com/> and historical filter-based data can be found at http://portoflosangeles.org/environment/air_quality.asp.

The monitoring stations are strategically located within the Port's Region of Influence at (1) the Outer Harbor area at Berth 47 near the south end of the Port, (2) the Terminal Island Treatment Plant (TITP) in the center of Port operations, (3) within the San Pedro community near the intersection of South Harbor Boulevard and 3rd Street, and (4) within the Wilmington community at the Sts. Peter & Paul Elementary School.

A) Required Tasks

Task 1 – Operations and Maintenance

Operate and maintain the Harbor Department's air quality monitoring network, consisting of four air quality monitoring stations. At each station, this program will include:

- Monitoring 24-hour integrated particulate matter of 2.5 microns or less (PM_{2.5}) levels every three days with filter-based sequential filter sampling (SFS), or equivalent sampling method, in accordance with the Environmental Protection Agency (EPA) nationwide schedule and existing Port Monitoring Protocol. The filters will be analyzed for PM_{2.5} concentrations and elemental and organic carbon (EC/OC) levels. All filters should be archived at the analytical laboratory for detailed chemistry analyses and for future potential use.
- Monitoring 24-hour integrated particulate matter of 10 microns or less (PM₁₀) levels every three days at the Sts. Peter and Paul School (SPPS) and the Outer Harbor (Coastal Boundary) stations with filter-based SFS, or equivalent sampling method, in accordance with the EPA nationwide schedule and existing Port Monitoring Protocol. All filters will be archived

at the analytical laboratory for detailed chemistry analyses and for future potential use.

- Monitoring PM_{2.5} and PM₁₀ at the Sts. Peter and Paul School station using Federal Reference Method (FRM) monitors in accordance with the existing Port Monitoring Protocol. These FRM monitors are only used to measure PM concentrations, but are useful as a Quality Assurance/Quality Control (QA/QC) check on the SFS filter-based monitors deployed at each site.
- Providing PM_{2.5} and PM₁₀ filters to be delivered to and analyzed at a laboratory certified to provide the analytical services prescribed in the Work Plan.
- Monitoring NO₂, O₃, CO, SO₂, PM_{2.5}, PM₁₀, ultrafine particles, and black carbon on a continuous basis.
- Monitoring meteorological conditions on a continuous basis.
- Hosting and maintaining the presentation of the real-time data on the Clean Air Action Plan (CAAP) website. The proposed program should include software filters that will exclude extremely high pollutant levels from being displayed on the CAAP website (because almost all of the extremely high concentrations are a result of analyzer problems).
- Submitting all real-time and filter-based data to be archived in an Access database for analysis, review and future use.
- Developing QA/QC protocol to provide routine calibration and maintenance of the monitoring equipment as well as daily data integrity checks.
- Performing routine repair on equipment. It should be noted that all equipment is owned by the Harbor Department.
- Conducting external audits of the monitoring systems with the use of an independent 3rd party at six-month intervals. The audits will evaluate the operation of the continuous pollutant monitors, 24-hour integrated samplers, and meteorological sensors, and will check flows on the real-time PM_{2.5} and PM₁₀ monitors.
- Providing routine updates of the monitoring network operation to designated Port staff in routine conference calls, including the discussion of monitoring problems and issues as they arise.
- Supporting Harbor Department staff in public presentations/meetings, as requested.

Task 2 – Data Review and Quality Assurance

In addition to the standard review procedures to examine the operation of the individual analyzers and data loggers at each station, the operator shall routinely compare the Harbor Department's monitoring data to historical trends, as well as data from other nearby stations (i.e., the Port of Long Beach (POLB) and South Coast Air Quality Management District (SCAQMD) networks). This provides useful perspective on the data and assists in the analytical interpretation and identification of unusual data points ("outliers") which may be biased due to instrument-related problems or part of a larger regional influence. This task will include:

- Conducting daily reviews of the data acquisition and handling system, and website presentation. This includes review of the data as well as the operational performance of the system.
- Conducting monthly QA/QC reviews of the data collected by the monitoring stations. This review process involves an in-depth review by a field manager responsible for the day-to-day operations of the project and the technical director/QA officer who conducts a second detailed review of the data to ensure that the QA process is followed and that any questionable data are dealt with appropriately.
- Conducting quarterly QA/QC review of the particulate filter analytical results.
- Providing the filter data to the Harbor Department in a format suitable for uploading to the Port's website.

Task 3 – Annual Report

An annual summary and data analysis report are to be provided to the Harbor Department on a timely basis for review. Following revision and acceptance by the Harbor Department's environmental staff, the annual report will be uploaded to the Port's website.

B) Optional Task

Conduct special studies and/or analyses as requested by staff. Examples of special studies and analyses may include source apportionment, data validation, regulatory agency sampling co-location, site evaluation studies, and short-term monitoring and analysis of additional pollutants of interest.

EXHIBIT D
RFP SELECTION EVALUATION FORM

PROJECT: AIR QUALITY MONITORING SERVICES

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: Input using a range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. You may use each number (1 through 6) more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matters areas?		6	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		5	
C. Project Approach, Work Plan, and Management	Quality of proposed work plan to meet project requirements? Quality of project management?		4	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		3	
E. Quality and Responsiveness of the Proposal	Is the proposal clear and understandable? Does the proposal meet all of the RFP requirements?		2	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=

FIRM: _____
INTERVIEWER: _____

DATE: _____

A. Firm Qualifications, Experience and References

- a. Please tell us about your firm's major relevant Air Monitoring Projects
- b. Has your firm dealt with projects that have had significant opposition? From community? Air Agencies? Industry?
- c. Describe any source apportionment studies your firm may have conducted.

B. Project Organization, Personnel and Staffing

- a. Who is your Project Manager? / Where is this person located?
- b. What are PM's qualifications?
- c. How many staff have training and experience to perform on-site technical services? What is the role for these site technician staff? Where are these staff located?
- d. Will the PM and staff be working on other projects? How would you handle multiple tasks at one time?

C. Project Approach, Work Plan, Management and Timeline

- a. If given a task to add a new constituent (Formaldehyde or Ammonia) to the Monitoring Process, describe what the process would be to complete that task, from an internal company perspective as well as from what you think is required by the ports.
- b. The Port currently evaluates DPM using an expensive EC/OC analysis. What other methods could the Port use to assess DPM?
- c. Please describe your firm's approach to QA/QC and your internal review process for data and other deliverables.

D. Rates, Fees and Budget Control

- a. Please describe how budgets are monitored within your company.
- b. How much padding is in your budget? What will you do to ensure that the project does not go over budget?
- c. For similar, multi-million dollar projects, what do you do to ensure that unnecessary time is not being billed to the project?

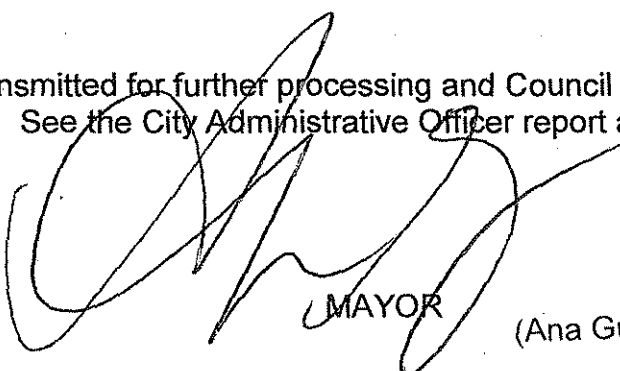
E. Quality and Responsiveness of the Proposal

- a. Anything your firm would like to add or elaborate on?

COMMENTS:

Proposal and Interview Evaluation Scoring Summary

Firm	Proposal Reviewer			Total	Local Preference	Final Score (Avg.)
	1	2	3			
SAIC	198.5	185.5	194.5	192.8	16	210.8
ERM	180	181	173	178.0	16	194.0
EE&MS	158	165.5	157	160.2	0	160.2

TRANSMITTAL		0150-10135-0000
TO Gary Lee Moore, Interim Executive Director Harbor Department	DATE FEB 14 2014	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT 15
<p>PROPOSED PERSONAL SERVICES AGREEMENT WITH LEIDOS INC., FOR AIR QUALITY MONITORING SERVICES</p> <p>Transmitted for further processing and Council consideration. See the City Administrative Officer report attached.</p> <div style="text-align: center;"> MAYOR (Ana Guerrero)</div>		
MAS:ABN:10140136t		

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 11, 2014

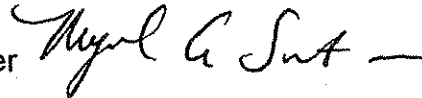
CAO File No. 0150-10135-0000

Council File No.

Council District: 15

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Correspondence from the Harbor Department dated from the December 17, 2013; referred by the Mayor for report on December 20, 2013

Subject: **PROPOSED PERSONAL SERVICES AGREEMENT WITH LEIDOS INC., FOR AIR QUALITY MONITORING SERVICES**

SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution No. 13-7580 to authorize Agreement No. 13-3194 (Agreement) with Leidos Incorporated (Leidos) to provide air quality monitoring services at the Port of Los Angeles (POLA). According to the Port, the air quality monitoring services will support the POLA in operating and maintaining air quality networks at four monitoring stations throughout San Pedro and Wilmington and fulfilling its commitment to the Clean Air Action Plan (CAAP). The proposed Agreement with Leidos will be for a five-year term, commencing on the effective date of approval, and up to a maximum compensation amount of \$2,891,452. In accordance with Charter Section 373, Council approval is required because the cumulative term of the Agreement extends beyond three years.

BACKGROUND

The Port has entered a number of agreements for air quality monitoring services. The most recent agreement has been with the Science Application International Corporation (SAIC), which has worked with and been responsible for providing air monitoring services for the Port since 2005. In June 2013, the Port issued a Request for Proposals (RFP) process to hire a consultant to continue assisting the Port's Environmental Management Division and to operate four air monitoring stations for the POLA. The RFP was posted on the Port's website and e-mailed to all applicable firms registered on the Los Angeles (City) Business Assistance Virtual Network, which provides all contractual opportunities offered by the City as well as certified sub-contractors. The Port received five proposals and interviewed three firms. The Port evaluated and selected the proposals based on five project categories: 1) Qualifications, experience and references; 2) Organization and personnel; 3) Work plan and management; 4) Rates, fees and budget control; and 5) Proposal quality and content. The Port selected Leidos because they had the highest score and are considered the most qualified to meet the anticipated needs of the Port over the next five years.

AIR MONITORING SERVICES AGREEMENT

The Port requires professional, scientific, expert and technical expertise to operate and maintain the departmental air quality monitoring program. According to the Port, its staff resources and specialized technical expertise are not available to carry out all of the required workload and assessments in a timely manner to conduct environmental impact activities and operations. The Port states that it would not be practical or cost-effective to maintain permanent staff on these activities.

Leidos, which was formerly known as Science Application International Corporation (SAIC), has assisted the Port with the provision of air monitoring services. In 2013, Leidos and SAIC split into two independent corporations; with SAIC now operating information technology services and Leidos operating security, engineering, health and air quality management services. The Port states that the department still has a current three-year contract agreement with SAIC for air quality monitoring services in the amount of \$2.1 million, with a termination date in FY 2013/14. According to the Port, the current contract with SAIC has \$600,000 in unexpended funds for FY 2013-14 and is expected to spend \$503,000 as part of the contract. A portion of these unexpended funds, in the amount of \$97,000, will be used to finance the first year of the proposed five-year Agreement with Leidos.

In the proposed Agreement, the Port will pay a maximum total compensation amount of \$2,891,452 spread over a five-year term, from FY 2013/14 to FY 2018/19. It is anticipated that funds under the proposed Agreement will be expended as follows: \$97,000 for FY 2013-14; \$578,000 per year for FY 2014/15 to FY 2017/18; and, \$482,452 for FY 2018/19. The Port states that any financial obligations after the current fiscal year must be approved by the Board as part of its annual budgeting process. If any subsequent fiscal year funds are not approved by the Board, the Agreement will be deemed as terminated and will not relieve the parties of liability for any obligations incurred previously.

Leidos will conduct evaluations of various Port projects in accordance with compliance under the CAAP, the California Environmental Quality Act (CEQA) Guidelines and other areas of air quality (including selective air monitoring and health risk assessments). The Port states that the four monitoring stations will be open 24 hours a day and every day of the year in and near the vicinity of the Port at the following locations:

- 1) Outer Harbor area at Berth 47 near the south end of the Port;
- 2) Terminal Island Treatment Plant in the center of Port operations;
- 3) San Pedro community near the intersection of South Harbor Boulevard; and
- 4) Wilmington community at the Saints Peter and Paul Elementary School

The scope of work by Leidos will include the following required tasks: 1) operations and maintenance of the air quality monitoring network; 2) data review and quality assurance in comparison with historical trends, other ports and air quality networks; and 3) special studies and an annual summary and data analysis report. Leidos will provide program management and real time monitoring and measuring of air quality and pollution levels at the four air monitoring stations. In addition, Leidos will analyze findings on air quality, calibrate and maintain the monitoring equipment, prepare annual informational analysis reports and post real time information on the CAAP and POLA website. The monitoring stations collections will include air quality measurements for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide, particulate matter, carbon, and meteorology.

CITY COMPLIANCE ISSUES

The proposed Agreement has been approved by the City Attorney as to form and legality. The contractor is in compliance with applicable City provisions including Equal Benefits, City Living Wage and Service Contract Worker Retention, Affirmative Action and Minority, Woman, Disabled Veteran and Other Business Enterprises compliances. In addition, the Agreement requires a Small Business Enterprise (SBE) of 25 percent and Very Small Business Enterprise (VSBE) of five percent participation goal. According to the Port, Leidos has stated that it would try to exceed SBE and VSBE participation goals. The Port Director of Environmental Management has determined that the tasks in the proposed Agreement are administrative activities at this time and therefore exempt from the requirements of the CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

RECOMMENDATION

That the Mayor:

1. Approve Harbor Department (Port) Board of Harbor Commissioners Resolution No. 13-7580 to authorize Agreement No. 13-3194 with Leidos Incorporated to provide air quality monitoring services at the Port of Los Angeles for a five-year contract term, commencing on the effective date of approval, and a maximum compensation amount of \$2,891,452; and,
2. Return the proposed document to the Harbor Department for further processing, including Council consideration.

FISCAL IMPACT STATEMENT

The proposed Agreement with Leidos Inc. will obligate the Harbor Department (Port) to a maximum expenditure of \$2,891,452 spread over a five-year term, from FY 2013/14 to FY 2018/19. It is anticipated that funds under the proposed Agreement will be expended as follows: \$97,000 in FY 2013-14; \$578,000 per year in FY 2014/15 to FY 2017/18; and, \$482,452 in FY 2018/19. The Port states that any subsequent financial obligations after the current fiscal year must be approved by the Board as part of the Port's annual budgeting process. There is no impact to the City General Fund and funding for the Agreement will be included in Harbor Revenue Fund.

TIME LIMIT FOR COUNCIL ACTION

Pursuant to Charter Section 373, "Long Term Contracts Approved by Council," the proposed Agreement must be approved by the Council before they become effective. Unless the Council takes action by disapproving a contract that is longer than three years within 60 days after submission to Council, the contract will be deemed approved.

