

Cargo and Industrial Real Estate

Real Property Management Services For Jointly-Owned Railroad Properties and Port of Los Angeles Separately Owned Railroad Properties

REQUEST FOR PROPOSALS



March 11, 2024

RAMP ID # 213344

March 11, 2024

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR REAL PROPERTY MANAGEMENT SERVICES FOR JOINTLY-OWNED RAILROAD PROPERTIES

The City of Los Angeles and City of Long Beach Harbor Departments (Ports) invite the submittal of proposals from qualified real estate property management firms to provide real property management services for railroad properties owned by the Ports and operated by the Alameda Corridor Transportation Authority (ACTA) under a Use and Operating Agreement and for the former San Pedro Branch, operated by Union Pacific Railroad under an Operating Agreement. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

The Port of Los Angeles (POLA), in its individual capacity, would additionally like to invite the submittal of proposals to provide real property management services for railroad properties owned separately by POLA and operated by Pacific Harbor Line (PHL) under a San Pedro Bay Harbor Rail Operating Permit. The description of these services and terms and conditions for this separate proposal request are detailed in tandem with the request for the jointly-owned railroad property management proposal below. Each invitee may submit proposals for either one, or both contracts. Unless the context clearly indicates otherwise, all words used in the singular include the plural, and words in the plural include the singular.

Instructions and forms to be used in preparing the qualifications are found in the information included in the Request for Proposals (RFP).

The schedule for the RFPs will be as follows:

Request for Proposals Published	Monday, March 11, 2024
Questions Due	Tuesday, March 26, 2024 by 3pm
Responses Posted	Tuesday, April 16, 2024
Proposals Due	Tuesday, April 30, 2024 by 3pm

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding the RFPs, please contact Susana Eldridge by email at Seldridge@portla.org. Questions must be submitted by Tuesday, March 26, 2024 by 3pm. Responses will be posted on the [POLA's website](#), [POLB's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at www.rampla.org, on Tuesday, April 16, 2024. It is the responsibility of all proposers to review both websites for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in the RFPs, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of each respective RFP. **In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.**

All consultants and subconsultants must be registered on RAMP at the time proposals are due. If selected for award, for-profit companies and corporations must comply with RAMP's demographic reporting requirements, per the Mayor's Executive Directive 35.

Sincerely,

Susana Eldridge for

TRICIA J. CAREY

Director, Contracts and Purchasing Division

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Exhibit D - Business Tax Registration Certificate (BTRC) Number

Exhibit E - Equal Benefits Ordinance

Exhibit F - RFP Selection Evaluation Form

Exhibit G – City Ethics Commission (CEC) Forms 50 and 55

Exhibit H – Iran Contracting Act of 2010

Exhibit I – Draft Form of Property Management Contract (POLA only)

Exhibit J – Contractor Certification Form (POLB)

Attachments –

1. Jointly – Owned Railroad Property Map
2. Jointly – Owned Property Contracts
3. POLA – Owned Railroad Property Map
4. POLA – Owned Property Contracts

1. INTRODUCTION

1.1 Brief Overview of the Project

The City of Los Angeles (POLA) and City of Long Beach (POLB) Harbor Departments (Ports) are soliciting proposals from qualified real estate property management firms to manage and maintain the jointly owned railroad properties of the Harbor Departments, (Project). Firms must possess experience in the management of all aspects of railroad properties and improvements, including contract administration and maintenance.

The duration of the contract awarded as a result of this RFP is expected to be three years from the date of execution of the agreement.

1.2 The Port of Los Angeles

The Port of Los Angeles is America's Port®, the nation's premier gateway for international commerce and the busiest seaport in the Western Hemisphere. Located in San Pedro Bay, 25 miles south of downtown Los Angeles, the Port encompasses 7,500 acres of land and water along 43 miles of waterfront.

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2022, the Port handled a total of 9.9 million TEUs, its second busiest calendar year on record.

The Port of Los Angeles is a department of the City of Los Angeles (also known as the Los Angeles Harbor Department) and is governed by the Los Angeles Board of Harbor Commissioners, a panel appointed by the Mayor of Los Angeles. Although the Port is a City department, it is not supported by City taxes. Operating as a landlord port with more than 200 leaseholders, the Port instead generates its revenues from leasing and shipping service fees and has an annual operating budget of \$1.7 billion dollars. The Port's jurisdiction is limited to the Harbor District, which includes property in San Pedro, Wilmington, and Terminal Island.

1.3 The Port of Long Beach

The Port of Long Beach (POLB) is one of America's premier seaports for transpacific trade and a trailblazer in innovative goods movement, safety, environmental stewardship, and sustainability. Leading the way to an environmentally sustainable and economically robust future, The Port of Long Beach is partnering with industry and community to strengthen competitiveness, modernize facilities and enhance operational excellence. The Port of Long Beach is focusing on improving service throughout the supply chain by collaborating, innovating and imagining.

Established in 1911, POLB incorporates 3,200 acres of land with 31 miles of waterfront, 10 piers, 72 post-Panamax cranes and some of the deepest berths in the country and can

accommodate the largest shipping vessels in the world. The Port of Long Beach handles trade valued at \$200 billion annually and supports 2.6 million jobs across the United States, including 575,000 in Southern California and 1 in 5 jobs in Long Beach. POLB is comprised of 22 shipping terminals which includes break bulk, container, dry bulk and liquid bulk terminals. The Port of Long Beach ranks as the 2nd busiest container port in the United States and handled more than 9.1 million container units in 2022, the second-busiest year in its history.

The Harbor Department of the City of Long Beach is an independent proprietary department of the City of Long Beach and is governed by the Long Beach Board of Harbor Commissioners (“the Board”). The five members of the Board are appointed by the Mayor of Long Beach and approved by the Long Beach City Council. POLB’s Executive Director is appointed by the Board and is responsible for leading the Harbor Department, which has over five hundred employees and an annual budget of more than \$630 million.

2. PROJECT DESCRIPTION

2.1 Project Goals and Objectives

The Ports are soliciting proposals from real estate property management firms that are real estate brokers who operate a real estate property management business and hold a valid and unexpired license duly issued by the Department of Real Estate of the State of California. The firm must have extensive specialized experience in the management of all aspects of railroad properties and improvements. The selected proposer (Property Manager) will be required to maintain a fidelity bond in the amount of \$1,000,000 from a bonding company approved by the Ports to ensure that all revenues and expenses associated with the property management are accounted for. The bond must be maintained during the property management agreement term and for an additional fifteen years after the agreement is terminated. The Property Manager must be able to demonstrate that it possesses the corporate structure and resources for maintaining accountability in service levels, provide an organizational chart describing staffing levels and qualifications, and identify location of staff; and, further provide that replacement staff personnel shall be subject to the approval of the Ports. The Property Manager must also document its proposed audit and revenue control procedures and explain how the controls will mitigate revenue loss exposure. The Property Manager will be required to comply with all federal, state and local safety regulations pertaining to railroad operations and complete the minimum mandatory safety training required by the Union Pacific (UP) Railroad Company. Coordination with the Alameda Corridor Transportation Authority, a joint powers authority (ACTA), which serves as an independent operator of the corridor will be required in addition to coordination with major Class I railroads.

2.2 Project Scope of Work

(a) Joint Port property management services: The property management scope and area of oversight for which the services are requested includes the administration of an estimated 841 active agreements along the Alameda Corridor which is a 20-mile long rail cargo expressway linking the ports of Los Angeles and Long Beach to the railroad mainlines near downtown Los Angeles, and various jointly-owned properties located within the Cities

of Los Angeles and Long Beach (Cities) and the former Union Pacific San Pedro Branch, which is a 19.1 mile freight track corridor traversing the cities of Vernon, Huntington Park, South Gate, Paramount, and Long Beach. Please refer to the attached jointly-owned property maps (Attachment 1) and list of Property Contracts (Attachment 2). Additional maps and area boundaries will be provided upon request.

(b) POLA only property management services: The property management contract scope and jurisdiction for the POLA railroad property contract includes the administration of an estimated 90 active agreements along the former Southern Pacific San Pedro Branch including parcels in the northerly and westerly perimeter of the POLA Harbor District, located within the City of Los Angeles. Please refer to the attached POLA Properties Map (Attachment 3) and list of Property Contracts (Attachment 4). All property management activities must be coordinated with POLA and Pacific Harbor Lines' current manager and operator of the railroad facilities.

The scope of work for the property management and property contract administration for the Joint Ports contract and POLA only contract may include, but is not limited to, the tasks listed below:

Contract Administration, Negotiation and Management:

1. Manage, negotiate, administer, and ascertain the condition of the properties and status of property contracts;
2. Prepare all revocable property contracts, amendments and other documentation on approved forms;
 - i. Coordinate with the Ports' Risk Management, Planning, and Environmental Management Divisions through Ports' staff members to meet requirements associated with occupancy of the properties;
 - ii. Confirm that an indemnity clause for Ports' benefit is present and appropriate in each property contract;
 - iii. Coordinate with Ports' rail operators, California Public Utilities Commission and other public agencies, to acquire necessary approvals and enable proper compliance with rail operations and safety protocols;
3. Assist potential tenants in processing property contracts, assignments or transfers, and bill and collect all associated fees;
4. Review property contracts and condition of the properties to ensure compliance by tenants with all the contract terms and conditions and identify existing contracts that need replacement or renewal to reflect current ownership and market rents;
5. Negotiate (but not execute or enter into) new property contracts or amendments to property contracts;
6. Obtain periodic appraisals and updated market data to support property values and rents charged for use and occupancy of Property Owner's property; and

7. At the request of Ports, conduct title research and prior rights study for properties.

Bookkeeping and Accounting:

It is the duty and responsibility of the selected Property Manager to maximize and maintain all property rental income at the highest levels, consistent with current economic conditions, and to keep operating expenses low or at least within the scope allowed by the annual budget, as approved by the Ports. With respect to the POLA property management contract only, invoicing and billing of existing tenants will be processed and administered by POLA's independent Accounting Division. This shall be accomplished by executing the following functions:

1. Bill and collect vigorously all fees and charges from tenants pursuant to the terms and conditions of the property contracts;
2. Process collections, calculations, reconciliations and refunds with respect to fees, operating expenses or other amounts related to property management;
3. Trust Account to be held in favor of the Ports from which all revenue is to be collected and authorized expenses are to be paid from;
4. Transfer of funds from the Trust Account to/from the Ports' accounts;
5. Bill the Ports separately on a monthly basis for fees and reimbursable expenses associated with property management services;
6. Process and pay invoices for authorized expenses relating to property contracts and property management maintenance areas;
7. Verify accuracy of payments received from tenants and deposit all receipts on behalf of the Ports;
8. Provide Ports with monthly budget reports and note any anticipated deviation from the receipts or disbursements as set forth in the approved budget, including any event that may result in a new expenditure;
9. Provide Ports with periodic revenue control reports and financial audits to minimize revenue loss exposure;
10. In no event shall any funds belonging to Ports be commingled with Property Manager's own funds; and
11. The Property Manager shall use the highest degree of professional competence in carrying out its duties and comply with all ethical standards promulgated by Ports and those standards that apply to contractors of the Ports, including respective

conflict of interest policies. Property Manager agrees to follow the Ports' policies as directed by the Ports' Real Estate Divisions.

Custodian of Records, Accounts and Reports:

With respect to the POLA property management contract only, financial records of tenants will be maintained and administered by POLA's independent Accounting Division. The Property Manager will also be the custodian of records who is tasked with maintaining all real estate accounts and transactions, and preparing all reports related to the property management and property contract administration for Ports' review, including but not limited to:

1. Safekeeping for a period of 10 years within Los Angeles or such other nearby county where Property Manager conducts operations such as Orange County, all financial records and retention of true, complete, and accurate records of bills, vouchers, invoices, checks, ledgers, journals, bank statements and financial statements;
2. Submit on a quarterly basis a spreadsheet report of properties with issues, including the location, description, condition of properties and financial impact of such properties;
3. Submit a reconciliation report of fees billed and collected on a monthly basis with footnotes explaining the discrepancies, and pursue collections in accordance with instructions from Ports;
4. Submit every April 15th and October 15th, a list of all current property contracts and tenants, including contact information;
5. Maintain and update records on a property management database system which includes data input, keeping the database current, and capturing both old and new property contracts and agreements;
6. Submit by April 15th an annual budget for the management and administration of the properties for the 12-month period commencing July 1st;
7. Submit by the 10th of each month an income and expense report for the prior month showing in detail all collection and expenditures, year-to-date totals and comparison from the prior year;
8. Submit by the 10th of each month an aging of accounts receivables and accounts payables and a statement of cash position for the prior month; and
9. Property Manager shall, upon receipt of Ports' written request, provide Ports with copies of all documents and information in Property Manager's possession or control, including, but not limited to, permits, registrations, manifests, applications, reports, invoicing history, and certificates evidencing Property Manager's and Permittees'

compliance with any applicable requirements, and shall immediately upon receipt notify Ports in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Property Owner, Property Manager, a Permittee or the Property to comply with any applicable requirements.

Property Management and Maintenance Services:

One of the major duties and responsibilities of the Property Manager is to oversee and provide property management maintenance and services for the jointly owned properties, including but not limited to:

1. Assign a responsible member(s) of its organization to handle and coordinate all duties and responsibilities outlined in this scope of work;
2. Oversee, monitor and maintain the properties as directed by the Ports and notify them promptly to resolve problems related to the condition of the properties;
3. Oversee, cooperate and communicate with all other persons or entities who are managing, occupying, using or performing work on various portions of the properties and its projects;
4. Removal/abatement of hazardous waste, as defined under federal, state, and local regulations, where ACTA, Union Pacific, or other tenants are not contractually responsible for abatement, in accordance with federal, state, and local requirements;
5. Hold regular monthly status meetings, or as often as may be needed, especially during construction of any projects on any jointly-owned property;
6. Respond in a timely manner to complaints or issues from the Ports, tenants and their parties relating to the property, in a professional and business-like manner consistent with authority given by the Ports;
7. Exercise good faith efforts to ensure compliance by tenants with all provisions and all applicable requirements of the property contracts;
8. Investigate and take necessary and prompt action in response to all service requests from tenants and the Ports and keep records of actions taken;
9. Investigate systematically and report promptly all complaints to the Ports;
10. Maintain an emergency telephone service line 24 hours a day, 7 days a week and provide the contact information to all tenants;
11. Investigate and respond promptly to emergency requests and notify the Ports within 24 hours upon occurrence of an emergency;

12. Investigate and notify the Ports immediately of any serious complaints, destruction or injuries that occur on properties, and provide details of the cure and costs to rebuild or fix the damage;
13. Investigate, determine and advise the Ports if there are properties and pipelines that should be tested, and follow instructions from the Ports for course of action to be taken;
14. Ensure and confirm that any tenant or contractor performing work on the properties obtain an approved railroad safety plan(s) from the operating railroad(s) prior to commencing with proposed work;.
15. Obtain from tenants evidence of any required insurance requirements pursuant to property contracts;
16. Process notices or serve notices as deemed necessary to recover possession of property, fees or other sums owing to the Ports;
17. Provide engineering review services including review and approval of draft specifications, all port(s) exhibits, plans, and drawings for inclusion in real estate agreements and issuance of engineering agreements concerning the properties;
18. Obtain applicable testing reports from tenants who are operating pipelines to ensure compliance pursuant to property contracts;
19. Ensure that all proposed abandoned facilities or improvements are approved in writing by the Ports and abandoned in accordance with specific instructions from them;
20. Exercise good-faith efforts to cause tenants to remove abandoned facilities or improvements and repair any damage at no cost to the Ports;
21. Oversee and monitor all employees and subcontractors of new or ongoing projects conducted on jointly-owned railroad properties;
22. Ensure that worker's compensation insurance and all other insurance for Property Manager's employees is maintained current at all times at the expense of Property Manager and conform with both POLA and POLB insurance requirements;
23. Oversee required property management and maintenance as deemed necessary or required by the Ports;
24. Arrange for security, including immediate security needs and maintenance of security as directed by the Ports;

25. Install, maintain and remove signage as needed, and take appropriate action to secure in safe condition any property, facilities, pipeline, billboard or other improvements that are abandoned by tenants;
26. Install and maintain fences and post "no trespassing" signs as appropriate or as directed by the Ports;
27. Perform or arrange for weed abatement and brush clearance; and
28. Perform or arrange for trash and graffiti removal, including but not limited to homeless encampments and related debris.

Liaison and Representation for the Ports:

It is the duty and responsibility of the Property Manager to act as a liaison for the Ports and to use the guidelines below in representing them:

1. Refrain from compromising and settling any claims or actions by, or against the Ports without the express written approval of the Ports;
2. Notify the Ports promptly if legal assistance is necessary to handle any claims by or against the Ports in connection with collection of fees, charges or other sums, eviction and other legal matters; and
3. Represent the Ports with other public agencies and public utility companies.

3. PROPOSAL REQUIREMENTS

3.1 Proposal Questions

All questions regarding this RFP must be submitted, in writing, exclusively to Susana Eldridge, the Contract Administrator, at Seldridge@portla.org by no later than 3 p.m. on Tuesday, March 26, 2024. Responses will be posted on POLA's website at http://www.portoflosangeles.org/business/rfp_proposals.asp and on POLB's website at <http://www.polb.com> on April 16, 2024.

Attempts to contact or lobby any other employee of the Ports or members of the Board of Harbor Commissioners or City Councils, either directly or through third-parties acting for or on the proposer's behalf between the time a solicitation is released until the announcement of any type of agreement (if any), may be presumed to constitute efforts to bias or influence the competitive process with information not detailed in the RFP and not available on an equal basis to all proposers. Accordingly, such attempts shall constitute grounds to disqualify the proposer undertaking them. Any information provided by the Contract Administrator to one proposer in response to questions shall be provided to all proposers. Additionally, any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).

3.2 Proposal Submission

One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted on or before 3:00 p.m. PST on Tuesday, April 30, 2024 to: Susana Eldridge at Seldridge@portla.org, unless otherwise notified by the Ports.

The proposal shall be in searchable PDF (Portable Document Format). Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. The electronic copy will not be returned.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered before the deadline set forth above.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the Ports in connection with this RFP, unless the Ports provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the Ports written or other materials outside of the proposal, either in a subsequent interview or otherwise.

3.3 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project approach, work plan, and management; and 4) rates, fees, and budget control. See Exhibit F.

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Directors of the Real Estate Divisions, the Executive Directors, and the Board of Harbor Commissioners of each port.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the Ports. The company who is awarded the contract must be able to provide evidence that they are licensed to conduct business in the State of California as well as obtain business licenses for the City of Long Beach and the City of Los Angeles.

3.4 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

2. Firm Qualifications, Experience and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm's experience involving the size and level of complexity of the proposed project with particular emphasis on prior experience in the management of all aspects of railroad properties and improvements, including contract administration and maintenance. Qualifications and experience for proposed subconsultants should also be included.

Identify any members of your proposed team, including proposer's firm and any subconsultant firms, who are former Commissioners, officers or employees of the Harbor Department. Provide their name, proposed team position, and their past position and years of employment/appointment with the Department. If your proposed team does not have any such members, please include a statement in your proposal so stating.

Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the Department.

3. Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including vendors, partners or subconsultants) to be involved and their relationship to the services to be provided.

- ☐ Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- ☐ Identify the Project Manager for the proposed services.
- ☐ Complete resumes should be provided as part of an appendix to the proposal.
- ☐ Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Ports' Project Manager and supervision of project team staff.
- ☐ Indicate the on-site availability for project manager as well as other staff during the lifetime of the agreement.

4. Project Approach and Work Plan

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP.

- ☐ Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each area.
- ☐ If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- ☐ Include the results and deliverables expected from each major task.

5. Project Management and Invoicing

Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:

- ☐ Project kick off meeting
- ☐ Regularly scheduled project team meetings
- ☐ Written progress reports
- ☐ Issue/risk management techniques
- ☐ Progress reports
- ☐ Invoicing system to support all work conducted and all associated equipment invoices and packing slips

6. Cost

Provide pricing and cost information. Include hourly rates for all proposed team members and cost information for items in the scope of work. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

7. Business Enterprise Programs and Contract Administrative Requirements

MUST be included with your proposal:

- A) SMALL/VERY SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PREFERENCE PROGRAMS (EXHIBITS B-1 and B-2)

Provide with your proposal the Small/Very Small Business Enterprise and Local Business Preference Programs Affidavit and Consultant Description forms (Exhibits B-1 and B-2), fully filled out for your firm and any proposed subconsultants. Please refer to Exhibits B-1 and B-2 for detailed information relative to these programs and instructions on completing the forms.

The **mandatory** Small Business Enterprise (SBE) participation will be 10%. **Proposers who fail to demonstrate that they will meet or exceed the SBE requirements**

will be deemed non-responsive. In order to ensure the highest participation of SBEs, VSBEs, Minority Business Enterprises, Women Business Enterprises, and Disabled Veteran Business Enterprises, all proposers shall utilize the RAMP to outreach to potential subconsultants.

Firms must be certified as SBEs or Very Small Business Enterprises (VSBE) through RAMP at the time proposals are due. **Firms will only receive credit for SBE/VSBE certifications reflected on their RAMP profile.** Firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on RAMP. Applications should be mailed to the following address referencing the RFP:

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Administration
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of \$150,000.

B) INSURANCE VERIFICATION LETTER

Provide a letter from your insurance carrier or broker indicating that the insurance requirements for this project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier/broker must be aware of the indemnification requirements also set forth in this RFP. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® Certificate of Liability Insurance sheets will not be accepted in lieu of an insurance verification letter.** **Proposals submitted without an insurance verification letter, as described above, will be deemed non-responsive.**

C) CITY ETHICS COMMISSION (CEC) FORMS 50 and 55

Proposers who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC Forms 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 may be deemed non-responsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

D) IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit H).

E) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

Proposers are advised that pursuant to Executive Directive (ED) 35, if your firm is a for-profit company or corporation and is selected for award, you shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (RAMP) or via another method specified by the City:

- Annual revenue
- Number of employees
- Location
- Industry
- Race/ethnicity and gender of majority owner

On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, with the above information, on RAMP or via another method prescribed by City.

Proposers must submit a signed letter confirming their intention to comply with the RAMP demographic reporting requirements of ED 35, and their firm's acceptance of all of the Standard Contract Provisions exactly as set forth in Section 4. Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

3.5 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the

Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- ☐ Table of Contents, if included (not required).
- ☐ Proposal with the following sections, in order:
 - Firm Qualifications, Experience and References
 - Project Organization, Personnel and Staffing
 - Project Approach and Work Plan
 - Project Management and Invoicing
 - Cost
- ☐ Resumes for all proposed staff personnel provided in an appendix.
- ☐ Small/Very Small Business Enterprise and Local Business Preference Program forms:
 - Affidavit of Company Status (**Prime**)
 - Consultant Description Form (**Prime and any subconsultants**)
- ☐ Letter from insurance carrier or broker indicating ability to meet insurance requirements for this project, including general liability, auto liability, professional liability, railroad protective liability and workers' compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- ☐ CEC Form 50 (Bidder Certification)
- ☐ CEC Form 55 (Prohibited Contributors (Bidders))
- ☐ Iran Contracting Act of 2010 Compliance Affidavit
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the City of Los Angeles Harbor Department. The City of Long Beach Harbor Department affirms the following standard contract provisions. All proposers shall be required to complete, sign and submit the Contractor Certification Form to the City of Long Beach Harbor Department as listed in Exhibit J. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

4.1 Affirmative Action

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

4.2 Small/Very Small Business Enterprise Program and Local Business Preference Programs

It is the policy of the Ports to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Minority-Owned, Women-Owned, Disabled Veteran-Owned 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 the Ports 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 opportunity which might be presented under the agreement. See Exhibits B-1 and B-2.

SBE eligibility is determined by utilizing federal U.S. Small Business Administration (SBA) size standards and/or by the standards set by the State of California's Department of General Services(DGS).

- (i) The SBA size standards are based on the North American Industrial Classification System (NAICS) codes. To identify the NAICS code(s) that a business may qualify under, log onto www.sba.gov.
- (ii) DGS has established a separate set of SBE eligibility standards and classification codes. Log on to www.dgs.ca.gov for complete DGS certification information

It is also the policy of the Ports to support an increase in local and regional jobs. The Ports' 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 Ports 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. See Exhibits B-1 and B-2.

NOTE: Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. All contractors and sub-contractors wishing to receive SBE and VSBE status on a contract must further be certified by either POLB or by the DGS by registering on the POLB Vendor Portal by accessing POLB's website at: www.polb.com/sbe and clicking on POLB Vendor Portal under the Navigation Menu. To access the DGS procurement system, businesses may log on to: www.dgs.ca.gov. SBE certifications are generally valid for three (3) years. However, the Ports may ask an SBE/VSBE to update its SBE qualifying information at any time. The Ports do not issue separate VSBE certifications. VSBE status is designated in a vendor's procurement system account.

4.3 Business Tax Registration Certificate

Property Manager shall obtain and maintain current appropriate Business Tax Registration Certificates as required by The City of Los Angeles, Office of Finance and/or the City of Long Beach, Treasury Manager as applicable. Property Manager will provide evidence to the respective Cities that such Certificates have been obtained. Property Manager shall maintain all such Certificates required of it by each of the Cities and shall not allow any such Certificates to be revoked, suspended or expire without renewal.

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

4.4 Indemnity and Insurance Requirements

REQUIRED AT PROPOSAL STAGE: A letter from each proposer's carrier or broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the carrier/broker is able to provide such coverage should the proposer be selected. The carrier/broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award. **ACORD® certificates will not be accepted.**

1. Indemnification

Except for the sole negligence or willful misconduct of the Ports or ACTA, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the Ports and ACTA 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 Ports and ACTA, 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 Contractor'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 Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the Ports and ACTA under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles and City of Long Beach.

Limitation on Damages. Contractor waives any rights or claims to the recovery of any form of damages from any of the indemnitees in the nature of punitive, consequential, incidental, or statutory damages, in excess of compensatory damages in connection with any claims arising out of this agreement or relating to the Property.

2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting insurance documents. Consultant's insurance broker or agent shall register with the POLA's online insurance compliance system **KwikComply** at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf. Consultant, concurrently with the execution of, and as a condition precedent to, the effectiveness of any agreement with the Ports, shall deliver either endorsements on forms approved by POLB or certified copies of the required policies containing the terms and conditions required by such agreement to the Executive Director of POLB for approval as to sufficiency and to the City Attorney of POLB for approval as to form.

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.

Primary Coverage

The coverages submitted must be primary with respect to any insurance or self insurance of the Ports. The Ports' program shall be excess of this insurance and non-contributing.

Notice Of Cancellation

For each insurance policy described below, the Consultant shall give the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

Modification of Coverage

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

Renewal of Policies

At least thirty (30) days prior to the expiration of any policy, Consultant shall direct their insurance broker or agent to submit to POLA's online insurance compliance system **KwikComply** at <http://kwikcomply.org> a renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified below. If Consultant neglects or fails to secure or maintain the insurance required below, either Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect the respective Port's interests. The cost of such insurance will be deducted from the next payment due from Consultant.

Policy Copies

Upon request by the Ports, Consultant shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this agreement.

Limits of Coverage

If the Consultant maintains higher limits than the minimums shown below, the Ports require and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Ports.

Right to Self-Insure

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

- a. 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.
- b. Consultant agrees to protect the Ports, 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.
- c. Consultant agrees to defend the Ports, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.

- d. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
- e. Consultant provides the name and address of its claims administrator.
- f. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Directors' consideration of approval of self-insurance and annually thereafter.
- g. Consultant agrees to inform the Ports in writing immediately of any change in its status or policy which would materially affect the protection afforded the Ports by this self-insurance.
- h. Consultant has complied with all laws pertaining to self-insurance.

Insurance

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by [Indemnification Section Above], Consultant shall procure and maintain at its sole cost and expense and keep in force during the term of this agreement the following insurance:

3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this agreement, without requiring additional compensation from the Ports, 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 Two Million Dollars (\$2,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Directors 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 Ports 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 Ports, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall also have the railroad exclusion deleted.

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. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the Ports, its officers, agents and employees as Primary additional insureds.

5. Workers' Compensation and Employer's Liability

Where applicable, Consultant shall comply with the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this agreement. 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 Ports in any circumstance in which it is alleged that actions or omissions of the Ports 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.

6. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this "Agreement". This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Two Million Dollars (\$2,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of the Agreement.

Notice of occurrences of claims under the policy shall be made to the City

7. Railroad Protective Liability Insurance

The Consultant shall provide a policy of Railroad Protective Liability insurance in

which Pacific Harbor Line (PHL) acting for itself and its railroad users are named insureds and the City of Los Angeles, its boards, officers, agents and employees are included as additional insureds with Consultant. The minimum limits of Railroad Protective Liability insurance shall be the limits normally carried by Consultant but not less than \$2,000,000 combined single limit for property damage and bodily injury including death. If the submitted policies contain aggregate limits, Consultant shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Said limit shall be without deduction, provided that the Executive Director or designee may permit a deductible amount when it is justified by the financial capacity of Consultant. Any deductible amount permitted by the Executive Director shall be paid solely by Consultant.

Consultant's Comprehensive General Liability coverage shall also have the railroad exclusion deleted.

8. Notice of Cancellation.

Each insurance policy described above shall provide that it will not be cancelled or reduced in coverage until after the Ports' Risk Managers have been given a 10-days' notice of cancellation for nonpayment of premium, and 30-days' notice of cancellation for any other reasons.

4.5 Conflict of Interest

It is hereby understood and agreed that the parties to this agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the Ports. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the Ports 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, the Ports may immediately terminate the agreement by giving written notice thereof.

During the term of the agreement, Consultant shall inform the Ports when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Ports as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Ports. Notice shall be provided by Consultant to the Ports within thirty (30) days of the employment or hiring of the individual.

4.6 Compliance with Applicable Laws

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

4.7 Governing Law / Venue

The agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with the agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

4.8 Termination Provision

The Board of Harbor Commissioners of each Port, in its sole discretion, shall be able to terminate and cancel all or any part of the agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days' notice in writing of its election to cancel and terminate the agreement. It is agreed that any agreement entered into shall not limit the right of the Ports to hire additional Consultants to perform the services described in the agreement either during or after the term of the agreement.

4.9 Proprietary Information

1. 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 the agreement (collectively hereafter referred to as "property"), are owned by the Ports as soon as they are developed, whether in draft or final form. The Ports have 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 the agreement. Consultant hereby warrants and represents that the Ports at all times own 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 the Ports 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 the Ports, 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 Ports, its boards, officers, agents or employees, is not given in confidence. Accordingly, the Ports or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

2. If research or development is furnished in connection with the 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 Ports 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 the Ports. Upon the Ports' request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the Ports. It is expressly understood and agreed that, as between the Ports and Consultant, the referenced license shall arise for the Ports' benefit immediately upon the production of the work product, and is not dependent on the written license specified above. The Ports 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 the Ports.

4.10 Trademarks, Copyrights, and Patents

Consultant agrees to save, keep, hold harmless, protect and indemnify the Ports 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 the Ports of any materials supplied by Consultant in the performance of the agreement.

4.11 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in the agreement 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 the agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

4.12 Notices

In all cases where written notice is to be given under the agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to POLA shall be addressed to Director of Cargo & Industrial Real Estate, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151; notice to POLB shall be addressed to: Director of Real Estate, Long Beach Harbor Department, 415 W. Ocean Blvd., Long Beach, CA 90802-6194; and notice to Consultant shall be addressed to it at the address set forth in the agreement. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

4.13 Termination Due to Non-Appropriation of Funds

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

The POLA Board, in awarding the agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the

agreement. However, the Board is under no legal obligation to do so.

The Ports, its boards, officers, and employees are not bound by the terms of the agreement or obligated to make payment thereunder in any fiscal year in which the Boards do not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the agreement by the Boards.

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

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

4.14 Taxpayer Identification Number

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 it has an authorized TIN which shall be provided to the Ports prior to payment under the agreement. No payments will be made under the agreement without a valid TIN.

4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356, relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the Ports to terminate the agreement and otherwise pursue legal remedies that may be available.

4.16 Wage and Earnings Assignment Orders/Notices of Assignments

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

Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments

applicable to them personally. Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. Consultant or subconsultant will maintain such compliance throughout the term of the agreement.

4.17 Equal Benefits Policy

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

4.18 State Tidelands Grants

The agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (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 the agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

4.19 Contract Solicitations Charter Section 470 (c) (12)

Persons who submit a response to this solicitation (proposers) are subject to Los Angeles Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City of Los Angeles officials or candidates for elected City of Los Angeles office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The form requires proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 may be deemed nonresponsive. Proposers who fail to comply with City of Los Angeles law may be subject to penalties, termination of contract, and debarment. Additional information regarding these

restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

4.20 Iran Contracting Act of 2010

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from submitting proposals for, or entering into or renewing contracts with, public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the Ports for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Exhibit H).

4.21 Recordkeeping And Audit Rights

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under the agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by the Ports, its auditors or other authorized representatives. Notwithstanding any other provision of the 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 the agreement or until all disputes, appeals, litigation or claims arising from the agreement have been resolved.

B. During the term of the agreement, the Ports 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 the 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 the Ports. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide the Ports at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by the Ports. The Ports' 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 the Ports, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of the agreement and shall entitle the Ports to withhold any payment due under the agreement until such breach is cured.

4.22 Non-Binding

No submittals, including without limitation information contained in this RFP, received by interested parties, or any potential letter of intent (LOI), shall commit either Ports' Board of Harbor Commissioners (Boards) to approve a proposal; approve or enter into a letter of

intent or similar non-binding proposal; approve or enter into a contract; or enter into any other course of agreement or action. The Boards retain all rights with respect to this RFP, any LOI, any agreement, and all other matters and contracts. The Boards retain the sole discretion to reject a submittal at any time without explanation or cause and/or discontinue negotiations at any time, and may make any such decision without completing a formal action or determination.

EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles (City) for which the consideration is \$25,000 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 a 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding

Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.

- (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
 - (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the Contractor has been or will be unable to comply.
2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. 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 engaged in the performance of City Contracts.
- O. All Contractors subject to the provisions of this article shall include a similar 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 B-1

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

(2) LOCAL BUSINESS PREFERENCE PROGRAM (POLA)

(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The City of Los Angeles Harbor Department (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 Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

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 13, 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 \$5,000,000 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 10%.** The North American Industry Classification System (NAICS) Code for the scope of services is **531312**. 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 \$19.5 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.

Consultant shall complete, sign and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(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.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score.

The Harbor Department defines a LBE as:

- (a) A business headquartered within 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; 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 Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

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

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, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, 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 \$5,000,000 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 (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: _____

Title: _____

Printed Name: _____

Date Signed: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: _____

Business Name: _____ RAMP ID#: _____

Award Total: \$ _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Consultant Description Form

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email Address: _____

SUBCONSULTANT:

Business Name: _____ RAMP ID#: _____

Award Total: (% or \$): _____

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: _____

Address: _____

City/State/Zip: _____

County: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

EXHIBIT B-2

SMALL BUSINESS ENTERPRISES (SBE)/ VERY SMALL BUSINESS ENTERPRISES (VSBE) PROGRAM (POLB)

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on Professional Services contracts.

The combined SBE/VSB E participation goal established for this project is ten percent (10%), of which a minimum of Zero percent (0%) must be allocated to VSB E s.

SBE and VSBE Eligibility

1. SBE eligibility is determined by utilizing federal U.S. Small Business Administration (SBA) size standards and/or by the standards set by the State of California's Department of General Services (DGS).
 - a. The SBA size standards are based on the North American Industrial Classification System (NAICS) codes. To identify the NAICS code(s) that a business may qualify under, log on to www.sba.gov.
 - b. DGS has established a separate set of SBE eligibility standards and classification codes. Log on to www.dgs.ca.gov for complete DGS certification information.
2. VSBE and/or Micro-business eligibility is determined by utilizing the criteria set by the DGS "micro-business" designation: Contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$5 million or less, or small business manufacturers with 25 or fewer employees.

SBE Certification

1. All businesses wishing to receive SBE and VSBE status on a Port contract are required to be certified by either the Port or by the DGS.
2. To access the POLB Vendor Portal, visit the Port's website: www.polb.com/sbe and click on POLB Vendor Portal under the Navigation Menu.
3. To access the DGS procurement system, businesses may log on to: www.dgs.ca.gov.
4. Port-issued SBE certifications are generally valid for three (3) years. However, the Port may ask an SBE/VSB E to update its SBE qualifying information at any time. The Port does not issue separate VSBE certifications. VSBE status is designated in a vendor's procurement system account.

Pre-Contract Award Compliance with SBE/VSB E Program Requirements:

1. Prime Consultants responding to this procurement are required to submit an SBE/VSB E. Commitment Plan for Professional Services Contracts (POLB Form SBE-2P) with their submittal. The Commitment Plan (CP) shall identify the proposed SBE/VSB E subcontractors, vendors and suppliers, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.
2. The completed CP shall demonstrate the consultant's ability and intent to meet the combined SBE/VSB E participation goal. The ability and intent to meet the combined SBE/VSB E participation goal shall be demonstrated by entering a numerical value in the percent (%) of total prime contract value fields on the CP.

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3. Firms listed on the CP must be SBE certified in the Port's online procurement system and/or by the DGS by the required submittal due date.
4. The level of SBE/VSBE Commitment will be verified by Port staff and factored into the scoring criteria used during the evaluations of the proposals.

The contract specific SBE/VSBE participation goal for the awarded contract may be revised during contract negotiations. The negotiated consultant contract will specify the type and amount of work to be performed by specific SBE/VSBE firms. If additional SBE/VSBE subconsultants, vendors, or suppliers are added to the selected consultant's team during negotiations, they must also be certified by the DGS or in the Port's online procurement system for their participation to be credited. If the Port and the selected firm are unable to negotiate the established level of SBE/VSBE participation, the Port reserves the right to end negotiations and enter into negotiations with the next highest-ranked consultant.

Post-Contract Award Compliance with SBE/VSBE Program Requirements:

The selected consultant shall report the dollar value of payments to small businesses on a monthly basis and at project close-out. The reporting may be accomplished electronically through the Port's designated system or by submitting a completed SBE/VSBE Monthly Utilization Report for Professional Service Contracts (POLB Form SBE-3P) with every invoice. The Port will instruct the contractor which method to utilize. The reported data will be reviewed for accuracy and completeness. Any SBE/VSBE substitutions will need to be pre-approved by the Port.

Additional information regarding the Port's SBE/VSBE Program may be found on the Port's SBE website at www.polb.com/sbe.

SBE-2P: SBE/VSBE Commitment Plan For Professional Services

Form Instructions:

Prime consultants are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts. A completed Commitment Plan shall demonstrate the prime consultant's ability and intent to meet the combined SBE/VSBE participation goal by identifying all proposed SBE/VSBE consultants, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.

All sections of the form must be completed legibly in black or dark blue ink, or using the fillable PDF form. A Commitment Plan may be deemed incomplete if required fields with an asterisk* are not completed.

Submission of this form declares that all information provided is true and correct and acknowledges that the prime consultant has read and agrees to all declarations outlined in Section 4 of this form.

Section 1 – Project Information

Enter the project information as it appears in the PlanetBids solicitation.

PROJECT NAME: *	BID DEADLINE:
COMBINED SBE/VSBE GOAL:	

Section 2 – Prime Consultant Information

Enter prime consultant information associated with the PlanetBids vendor account.

PRIME CONSULTANT NAME: *		VENDOR ACCOUNT NUMBER:
CONTACT NAME:	EMAIL ADDRESS: *	PHONE NUMBER:
Are you a prime SBE/VSBE*? <input type="checkbox"/> SBE <input type="checkbox"/> VSBE <input type="checkbox"/> None		

***Note: The Port of Long Beach (POLB) does not issue VSBE certifications; VSBE status is a sub classification of the SBE certification and is visible in the SBE account profile.**

SMALL BUSINESS ENTERPRISE PROGRAM

Section 3 – Subcontractor Information

List all SBE/VSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract. Do not list non-SBE/VSBE firms. Lower tier SBE/VSBE subcontractors and vendors/suppliers rendering materials or services to subcontractors must also be listed to receive participation credit (see vendor example in grey row below).

For a firm to be counted toward meeting the SBE/VSBE goals by the required submittal due date for the solicitation, the subcontractor must be SBE certified by POLB and have an active account on POLB's online vendor database Planet Bids (PB) System: www.polb.com/sbe, or they must be certified by the State of California's Department of General Services (DGS): www.dgs.ca.gov.

The prime consultant must verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) in this section. Verification of SBE/VSBE status can be conducted in one of two ways:

1. Locate the SBE/VSBE firm in the PlanetBids System and/or;
2. Contact POLB SBE staff at sbeprogram@polb.com and request verification of SBE/VSBE status.

BUSINESS NAME*	EMAIL ADDRESS*	PB OR DGS VENDOR ID NUMBER*	BRIEF DESCRIPTION OF WORK*	NAICS CODE FOR WORK DESCRIPTION*	% OF TOTAL CONTRACT VALUE*
<i>(Associated with PB/DGS Account)</i>					
<i>Example: ABC Testing</i>	<i>ABCtesting@testing.com</i>	<i>612345</i>	<i>Testing Subcontractor</i>	<i>238220</i>	<i>20.00%</i>
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
					_____ %
Total SBE/VSBE Subcontractor Percentage*:					_____ %

*Attach additional pages if necessary

Section 4 – Declarations
1. I hereby declare that I am authorized to submit this Commitment Plan on behalf of the prime consultant submitting a bid for this solicitation.
2. I acknowledge that for a firm to be counted toward meeting the SBE/VSBE goals, the firm must be SBE certified on POLB's online vendor database PB System or by the State of California's Department of General Services (DGS) by the required submittal due date for the solicitation.
3. I acknowledge that it is my responsibility to verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) on the Commitment Plan.
4. I acknowledge that all SBEs/VSBEs must be SBE certified for the materials/services that they will be rendering.
5. I acknowledge that all SBEs/VSBEs must provide materials/services directly applicable to the contract.
6. I acknowledge that if a contract is awarded, DGS subcontractors will need to obtain a POLB SBE certification.
7. I acknowledge that POLB staff will verify the SBE/VSBE status of all businesses and the level of SBE/VSBE commitment will be factored into the scoring criteria used during the evaluations of the proposals.
8. I acknowledge that POLB will resolve any certification discrepancy that arises between POLB's SBE/VSBE certification and the DGS SB/Microbusiness certification using current verifiable data. In the case of a discrepancy that remains unresolved, POLB SBE staff shall make the final determination of certification status.
9. I acknowledge that failure to complete the fields requesting percentage of contract value for the prime consultant and/or subcontractors may result in a determination that the prime consultant did not meet the SBE/VSBE goals for the project.
10. I consent for POLB staff to contact me using the contact information listed under Section 2 of this form, should there be a question or clarification regarding an SBE/VSBE subcontractor listed.



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

ROADMAP FOR APPLICANTS

Should I apply?

If your firm is currently certified with any of the following agencies, you do NOT need to submit the SBE (Proprietary) Application:

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW)
- California Department of Transportation (CALTRANS)- Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women's Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women's Business Enterprise Council WEST (WBEC - West) - Women-Owned Small Business (WOSB)
- City of Los Angeles – Local Small Business (LSB)
- Los Angeles County – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)

CUCP Agencies include:

- | | |
|---|---|
| ○ California Department of Transportation (CALTRANS) | ○ City of Fresno |
| ○ Central Contra Costa Transit Authority (CCCTA) | ○ City of Los Angeles |
| ○ L.A. County Metropolitan Transportation Authority (METRO) | ○ San Diego County Regional Airport Authority (SAN) |
| ○ San Francisco Bay Area Rapid Transit District (BART) | ○ San Francisco International Airport (SFO) |
| ○ San Francisco Municipal Transportation Agency (SFMTA) | ○ San Mateo County Transit District (SAMTRANS) |
| ○ Santa Clara Valley Transportation Authority (VTA) | |

If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your RAMP profile for verification or check the Bid/Proposal documents for the Department's instruction regarding verification of certification.

If your firm is not currently certified with one of the above agencies, answer these questions:

- Is your firm an independently-owned and operated business?
- Is your firm a small business that meets the size criteria set forth by the Small Business Administration 8(a) Business Development Program or the State of California DGS Small Business Program?
- Is your firm organized as a for-profit business?

If you answered "Yes" to all of the questions above, you may be eligible to be certified as an SBE (Proprietary)

Complete the attached application and include all of the required documents listed on the checklist of SUPPORTING DOCUMENTATION at the end of this form.

Send completed application to:

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Bureau of Contract Administration
Office of Contract Compliance – Centralized Certification Administration
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

For Assistance:

Email bca.certifications@lacity.org or Call (213) 847-2684

Where can I find more information?

- State of California SBE program - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: <http://www.sba.gov>
- SBA Size Standards www.sba.gov/sites/default/files/Size_Standards_Table.pdf
- NAICS Search <https://www.census.gov/naics/?99967>
- LAWA SBE Program Rules and Regulations – http://www.lawa.org/welcome_LAWA.aspx?id=6413
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information- <https://www.portoflosangeles.org/business/sbp.asp>
- DWP SBE Program Information – https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?_af.ctrl-state=bfw1rfro4_4&_afLoop=78220979903629



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

Please answer the following:

Which Department referred you to the Office of Contract Compliance for Proprietary SBE Certification?
(You must check only one box)

- ☐ Department of Water and Power
☐ Harbor Department
☐ Los Angeles World Airports

Are you currently bidding or participating on a City Project?

☐ NO ☐ YES

If yes, please provide the following information:

Project Name: _____

BAVN ID#: _____

Bid/RFP Number: _____

Due Date: _____



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

I. GENERAL INFORMATION			
HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):		HAS FIRM EVER BEEN DENIED CERTIFICATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHICH AGENCY & DATE:	
LEGAL BUSINESS NAME		FICTITIOUS OR DOING BUSINESS AS (DBA) NAME(S):	
STREET ADDRESS OF PRINCIPAL OFFICE LOCATION (DO NOT USE PO BOX)		CITY	STATE ZIP
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE ZIP
FEDERAL EMPLOYER ID NUMBER (FEIN)	DATE FIRM ESTABLISHED:	WEBPAGE ADDRESS:	
PRIMARY POINT OF CONTACT: (NAME & TITLE)	PHONE NUMBER:	FAX NUMBER:	
	OTHER PHONE NUMBER:	EMAIL ADDRESS:	
ADDRESSES OF OTHER LOCATIONS, FACILITIES, STORAGE SPACES, ETC. (ATTACH ADDITIONAL PAGES IF NECESSARY)			
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
METHOD OF ACQUISITION: <input type="checkbox"/> STARTED NEW BUSINESS <input type="checkbox"/> PURCHASED EXISTING BUSINESS <input type="checkbox"/> INHERITED BUSINESS OTHER (EXPLAIN): _____			
BUSINESS STRUCTURE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> JOINT VENTURE TYPE OF BUSINESS: <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> SERVICE/CONSULTING <input type="checkbox"/> WHOLESALER/RETAILER <input type="checkbox"/> DISTRIBUTOR/BROKER <input type="checkbox"/> CONCESSION <input type="checkbox"/> TRUCKER <input type="checkbox"/> OTHER _____			
IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:			
CONTRACTOR'S LICENSE NUMBER:		LICENSE CLASSIFICATION CODE(S) :	
ENTER FIRM'S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)			NUMBER OF EMPLOYEES:
NUMBER OF: OWNERS _____ OFFICERS _____ DIRECTORS _____			
HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, PROVIDE PREVIOUS OWNERSHIP, BUSINESS STRUCTURE, DATE THE CHANGE OCCURRED, AND BRIEF EXPLANATION OF CHANGE:			



EXHIBIT C

PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

PENALTY OF PERJURY DECLARATION

The undersigned states:

I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that all information submitted in the Small Business Enterprise application, and any additional information to determine eligibility is true and correct.

Authorized Signature

Title

Print Name

Date

SUPPORTING DOCUMENTATION CHECKLIST

SUBMIT REQUIRED DOCUMENTATION FOR ALL CATEGORIES BELOW THAT APPLY TO YOUR BUSINESS.

PLEASE DO NOT BIND YOUR SUBMITTAL

ALL APPLICANTS

- ☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for **each owner** including all schedules and statements.
- ☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business **and** each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.
- ☐ If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- ☐ If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

PARTNERSHIP

- ☐ Partnership Agreement and Amendments

CORPORATION

- ☐ Articles of Incorporation (*signed by the state official with approval date*)
- ☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

LLC

- ☐ Articles of Organization, as filed with State
- ☐ LLC Statement of Information
- ☐ Operating Agreement and Amendments

JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

TRUCKING COMPANY

- ☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business
- ☐ Current Motor Carrier Permit

EXHIBIT D - 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 Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

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

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

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

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411

EXHIBIT E- Equal Benefits Ordinance

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 (City) 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.

EXHIBIT F

RFP SELECTION EVALUATION FORM

PROJECT: REAL PROPERTY MANAGEMENT SERVICES FOR JOINTLY-OWNED RAILROAD PROPERTY AND POLA OWNED RAILROAD PROPERTY

SCORING GUIDELINES:

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

Scores must be **whole numbers only** (for example, "3.5" is not acceptable).

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –D) must equal 20. Example: 5+4+6+5=20 or 4+5+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 matter areas?		5	
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? Ability to meet audit control objectives and institute revenue control procedures?		6	
C. Project Approach, Work Plan, and Management	Quality of proposed work plan to meet project requirements? Quality of project management?		5	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		4	
	Maximum points possible=100		A+B+C+D =20	Total Points=

EXHIBIT G

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☐ Amendment: Date of Signed Original _____, Date of Last Amendment _____.

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public use or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Name

Signature

Title

Date

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Awarding Authority (Department awarding the contract): _____

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

☐

No

☐

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

☐

No

☐

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name

Signature

Title

Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☐ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule B pages are attached.

EXHIBIT H

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

EXHIBIT I
DRAFT FORM OF
PROPERTY MANAGEMENT CONTRACT (POLA ONLY)

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND

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 NAME OF MANAGER, a [status of Manager] and Address of Manager ("Manager").

WHEREAS, [_____]

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY MANAGER

A. Manager hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit __ ("Scope of Work").

B. Manager, 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 Manager, Manager 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.

C. Manager acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Manager further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Manager or third-parties with whom Manager has contracted ("SubManagers"). Obligations of this Agreement, whether undertaken by Manager or SubManagers, are and shall be the

responsibility of Manager. Manager acknowledges and agrees that this Agreement creates no rights in SubManagers with respect to City and that obligations that may be owed to SubManagers, including, but not limited to, the obligation to pay SubManagers for services performed, are those of Manager alone. Upon Executive Director's written request, Manager shall supply City's Harbor Department ("Department") with all agreements between it and its SubManagers.

2. SERVICES TO BE PERFORMED BY CITY

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

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Manager and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 11 (Termination) hereof.

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

3. EFFECTIVE DATE AND TERM OF AGREEMENT

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

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

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to

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

4. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

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

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

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

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

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

5. COMPENSATION AND PAYMENT

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

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

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

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

(Manager's Signature)

D. Manager must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 8 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

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

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

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

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

6. RECORDKEEPING AND AUDIT RIGHTS

A. Manager 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, which 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 Manager 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.

B. 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 Manager and SubManagers 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 Manager, SubManagers or any individual or entity acting for or on behalf of Manager or a SubManager, and (c) without regard to whether such writings have previously been provided to City. Manager shall be responsible for obtaining access to and providing writings of SubManagers. Manager shall provide City at Manager'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 Manager's office or facilities which are engaged in the performance of the Scope of Work. Manager shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Manager's failure to comply with this Article 6 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. INDEPENDENT CONTRACTOR

Manager, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Manager 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

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

9. 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, Manager 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 Managers), damages or liability of any nature whatsoever, for death or injury to any person, including Manager'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 Manager 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.

10. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, Manager shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

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 Manager's normal limits of liability but not less than _____ Dollars (\$_____) combined single limit for injury or claim. Where Manager provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Manager provides pyrotechnics, Pyrotechnics Liability shall be provided as above. 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 Manager. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Manager'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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Manager's operations involve work within 50 feet of railroad track, Manager's Commercial General Liability coverage shall have the railroad exclusion deleted.

(2) Automobile Liability Insurance

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 Manager's normal limits of liability but not less than _____ Dollars (\$_____) 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. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

Where applicable, Manager shall comply with 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 Manager 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. Manager 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 Manager, and for all employees of any subcontractor or other vendor retained by Manager.

(4) Professional Liability Insurance

Manager is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Manager certifies that it now has professional liability insurance in the amount of _____ Dollars (\$_____), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

B. Insurance Procured by Manager on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 9, and where Manager is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Manager shall cause City

to be named as an additional insured on all policies it procures in connection with this Article 10. Manager shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ____, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

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

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

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

C. Required Features of Coverages

Insurance procured by Manager in connection with this Article 10 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Manager's insurance documents. Manager's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Manager's behalf.

Upon request by City, Manager shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination

of this Agreement.

(2) Carrier Requirements

All insurance which Manager 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.

(3) Notice of Cancellation

For each insurance policy described above, Manager shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance Managers 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 Manager.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Manager shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Manager 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 shall be deducted from the next payment due Manager.

(6) Limits of Coverage

If Manager maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Manager. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

D. Right to Self-Insure

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

1. Manager has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Manager must have a formal resolution of its board of directors authorizing self-insurance.
2. Manager 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. Manager agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Manager agrees that any insurance carried by Department is excess of Manager's self-insurance and will not contribute to it.
5. Manager provides the name and address of its claims administrator.
6. Manager submits its most recently filed 10-Q and its 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. Manager 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. Manager has complied with all laws pertaining to self-insurance.

E. Accident Reports

Manager 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 Manager'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 Manager, its officers or managing agents.

11. TERMINATION PROVISION

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

12. PERSONAL SERVICE AGREEMENT

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

B. Manager 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 Manager may permit SubManager(s) to perform portions of the Scope of Work in accordance with Article 1. All SubManagers whom Manager utilizes, however, shall be deemed to be its agents. SubManagers' performance of the Scope of Work shall not be deemed to release Manager from its obligations under this Agreement or to impose any obligation on the City to such SubManager(s) or give the SubManager(s) any rights against the City.

13. AFFIRMATIVE ACTION

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

14. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the 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. Manager shall assist the City 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 opportunity which might be presented under this Agreement. See Exhibit ____.

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. Manager 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.

Prior to being awarded a contract with the City, Manager and all SubManagers must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>. Manager shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), *Equitable Access to Contracting Opportunities*, during the term of this Agreement.

15. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the 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.

During the term of this Agreement, Manager shall inform the Department in writing when Manager, or any of its SubManagers, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be

provided by Manager to the Department within thirty (30) days of the employment or hiring of the individual.

16. COMPLIANCE WITH APPLICABLE LAWS

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

17. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

18. TRADEMARKS, COPYRIGHTS, AND PATENTS

Manager agrees to save, keep, hold harmless, protect and indemnify the 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 Manager in the performance of this Agreement.

19. PROPRIETARY INFORMATION

A. 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. Manager 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. Manager 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 Manager or one of its employees, or its SubManager or the SubManager's employees, in which case such right shall be obtained without additional compensation. Whether or not Manager'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 Manager, its SubManagers 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.

B. 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 Manager, its officers, agents, employees, or SubManagers, 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, Manager, 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 Manager, 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.

20. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Manager relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Manager 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, Manager is required to safeguard such information from access by unauthorized personnel.

21. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of _____, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Manager 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.

22. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all Managers and suppliers of materials and supplies provide a TIN to the party that pays them. Manager declares that

it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

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

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Manager shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

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

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

25. EQUAL BENEFITS POLICY

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

26. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Manager, SubManagers, 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, Manager is required to provide and update certain information to the City as specified by law. Any Manager subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subManager 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 subManager on Harbor Department Agreement No. _____. Pursuant to City Charter Section 470(c)(12), subManager 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. SubManager is required to provide to Manager names and addresses of the subManager's principals and contact information and shall update that information if it changes during the 12 month time period. SubManager's information must be provided to Manager 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.

Manager, SubManagers, 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.

27. 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. Manager agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. INTEGRATION

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.**

29. 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.

30. 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.

31. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article 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.

32. 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.

33. 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.

34. EXHIBITS; ARTICLES

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 Articles are to Articles of this Agreement unless stated otherwise.

35. 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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(Signature page follows)

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

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

Dated: _____, 20__

By: _____

EUGENE D. SEROKA
Executive Director

Attest: _____

AMBER M. KLESGES
Board Secretary

(MANAGER'S NAME)

Dated: _____, 20__

By: _____

(Print/type name and title)

By: _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 20__
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
_____, Deputy/Assistant

[Initials]
Attachments

Account # _____	W.O. # _____
Ctr/Div # _____	Job Fac. # _____
Proj/Prog _____	
Budget FY: Amount:	
TOTAL	
<u>For Acct/Budget Div. Use Only:</u>	
Verified by: _____	
Verified Funds Available: _____	
Date Approved: _____	

EXHIBIT J



CONTRACTOR CERTIFICATION FORM

Purpose & Instructions: The purpose of this form is to ensure that all proposers are aware of POLB's Insurance Requirements, Contract Terms and Conditions, and other general terms of conducting business with POLB. Please initial and date all statements that you agree with. A person who is authorized to bind your organization to the terms of this proposal must sign and date in the space provided below including the individual's name and title. ***This form is to be submitted along with your proposal.***

Project Name: _____

Company Name

Main Telephone Number

Street Address

City, State, Zip Code

Insurance Requirements

I understand the insurance requirements for the proposed scope of work. I have discussed the insurance requirements with my insurance carrier and my company will be able to obtain the required insurance if awarded a contract.

Contract Terms and Conditions

I have read the POLB contract template provided and agree to all standard terms and conditions.

I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below. Note: Exceptions to the POLB's indemnification language and insurance requirements will not be considered.

Explain:

General

I understand the following additional conditions:

- Any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).
- There is no known conflict of interest that would impair the objectivity of either the firm or POLB staff in carrying out the subject scope of work.
- Any attempt to lobby members of the BHC, City Council, or POLB/COLB staff between the time a solicitation is released until the announcement of contract award, may result in disqualification from the selection process.
- The proposer must be in compliance with the registration requirements of the California Secretary of State and if awarded a contract, be able to obtain a City of Long Beach business license.

My signature below certifies that the statements initialed above are true and correct and I agree that our submitted proposal shall remain valid for the period of time stated in the RFP / RSOQ / RFQ. Furthermore, I understand that POLB is not bound to accept the lowest bid or award a contract for professional service contracts.

Signature

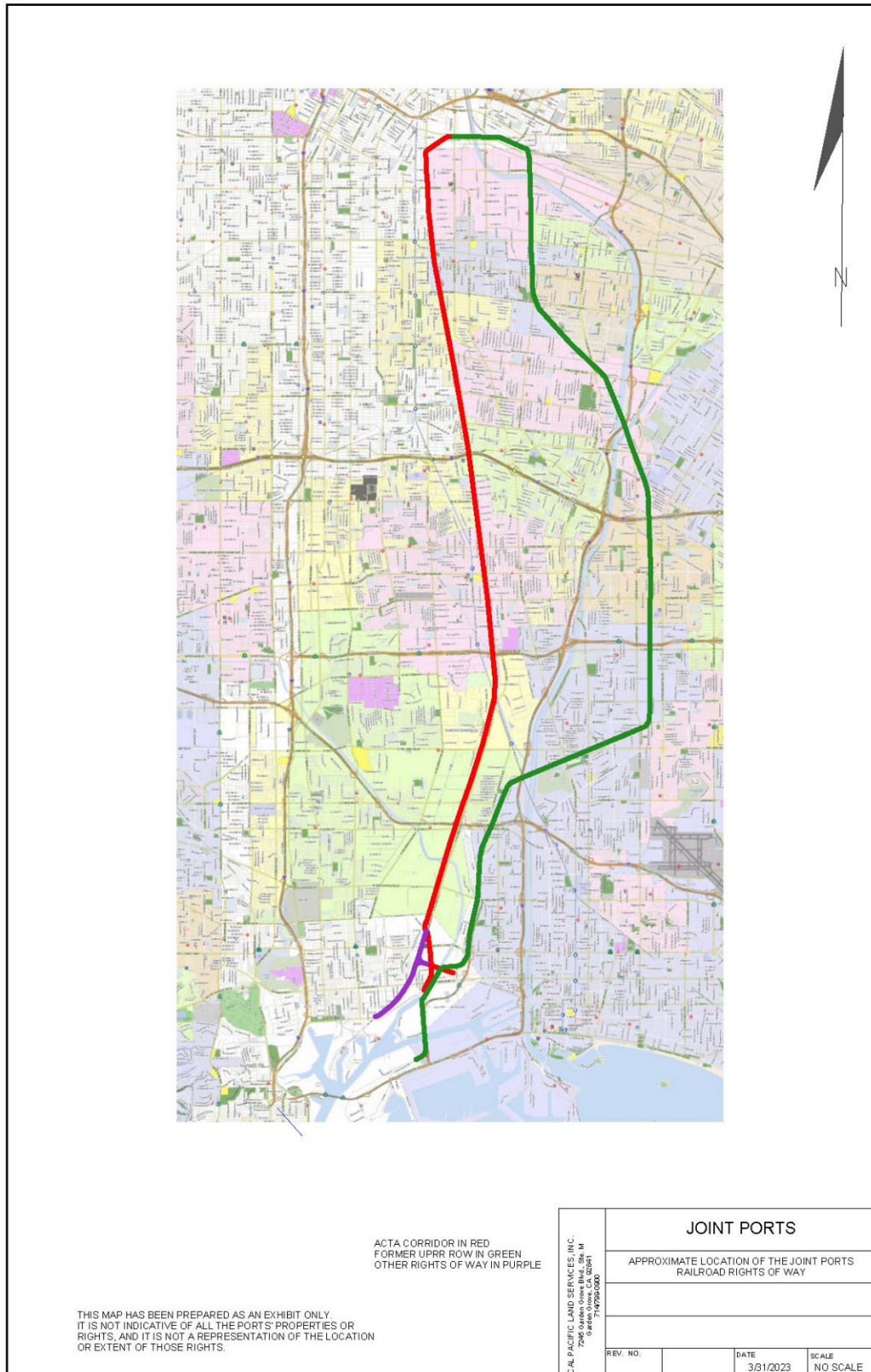
Print Name

Title

Telephone Number

Email Address

ATTACHMENT NO. 1 **JOINTLY-OWNED RAILROAD PROPERTY MAP**



ATTACHMENT NO. 2
JOINT-PORT PROPERTY CONTRACTS

No.	TENANT	AUDIT / PERMIT NO.	FACILITY	LOCATION	
				LONGITUDE	LATITUDE
1	Air Products and Chemicals, Inc.	MJRP 20-18	4-8" Gas, H2 & Wastewater		
2	Alfred-Dixon Properties	144392	Automobile Parking	6499658.7122	1823870.8561
3	American Integrated Services, Inc.	JRP 19-01	Private Crossing		
4	Ames Harris Neville Co.	23017	2 Parcels of Land		
5	Anchor Oil Company	75005	1-2" Steel somastic coated Water Pipeline		
6	ARCO	109952	4-12" pipes in casings	6490698.1904	1754545.9564
7	ARCO	121067	A 12 3/4 - inch steel oil pipe in an 18-inch steel casing.	6491247.8412	1756018.5791
8	ARCO	151745	9-foot 6-inch pipe conveyor tunnels for handling petroleum coke - Watson Refinery.	6490547.691	1753773.6407
9	ARCO Terminal Services Corporation	104008	Power and Communication Line Encroachment	6494388.7975	1751237.9607
10	ARCO Terminal Services Corporation	125646	1-10" Oil Pipeline		
11	ARCO Terminal Services Corporation	12646	10-inch oil pipeline in 16-inch casing	6494007.0299	1749808.3005
12	ARCO Terminal Services Corporation	157998	Wire Line Longitudinal Encroachment	6494005.8534	1749804.4767
13	ARCO Terminal Services Corporation	172313	1-12" Pipeline and Concrete Valve Box		
14	ARCO Terminal Services Corporation	189744	6" and 12" Petroleum Products Pipelines		
15	ARCO Terminal Services Corporation	R2007-1	12" petroleum pipelines	6490269.1771	1753039.3905
16	Ash-Cross-Evans Corp.	187978	3" Steel Pipes		
17	Associated Oil Company	3988	8-inch oil pipeline	6511796.3352	1776874.6982
18	Associated Oil Company	8726	Subsurface/Underground: 1 - 3" Gasoline PL, 2 - 8" Oil PL, 1 - 6" Oil PL		
19	Atlantic Richfield Co./Cheviot Hills	108773	12" Oil Pipelines within same 18" Steel Casings		
20	Bankline Oil Co.	66731	1-4 3/4" Steel Oil Pipeline encased in a 50' section of 8" Pipe Casing		
21	Bankline Oil Co.	68020	16' Private Road crossing RR Tracks		
22	Bell Foundry Company	89170	A right of way for landscaping and site beautification purposes.		
23	Blinn, L.W. Lumber Co.	32524	1-2" Iron Water Pipe Crossing		
24	BNSF Railway Company	JRP 15-07	Wireline		
25	BNSF Railway Company	JRP 19-07	Private Crossing		
26	Board of Public Service Commissioners LA	35501	1 Overhead Electrical Line		
27	Board of Public Service Commissioners LA	37619	Conductors for transmission of electricity for lighting and/or power purposes	6488292.2507	1746141.133

28	BP AMOCO	145251	12-3/4" Petroleum Pipeline in 18" Steel Casing	6511807.4707	1774091.6073
29	BP AMOCO	145253	12-3/4" Petroleum Pipeline in 18" Steel Casing	6511807.4707	1774091.6073
30	BP West Coast Products LLC	R2010-2	1-16" oil, gas, petroleum, H2, foam, water & telecom pipelines and valve boxes	6505772.5385	1806039.7497
31	Bragg Crane Svc.	709063	Crane Guy Wires		
32	Brea Canon Oil Co., Inc.	75818	1-8" Steel Gas Pipeline in a 12" Steel Casing		
33	Buckeye Pipe Line Company	125963	6-10" products & oil pipelines		
34	C & M Transportation, Inc.	154000	Said premises shall be used by Lessee solely and exclusively for construction, maintenance and use of Lessee-owned improvements and facilities for the receiving, handling, storing and distributing of all types of products, including plastic granules, soda		
35	C. C. Myers, Inc.	21245	Private 30' Roadway Crossing		
36	Calif. Weavers, Inc.	16197	1-12" Vitrified Clay Sewer Pipe		
37	California Sulphur Company	106110	2 Private Roads with Cable Barricades, Swing-Gate & Crossing Signs	6491457.3296	1744487.387
38	California Sulphur Company	UP No. A-106110	20' Private Road		
39	California Water Service Company	155601	A 20-inch steel casing containing a 12-inch water pipe.		
40	California Water Service Company	155813	18-inch water pipeline in a 28-inch casing		
41	California Water Service Company	64286	8-inch water pipeline in a 10-inch casing		
42	California Water Service Company	68035	12" Water Pipeline		
43	California Water Service Company	9004	A 20-inch gas pipeline.		
44	California Weavers, Inc.	161697	12-inch sewer pipeline		
45	Carson Cable Television	195599	Overhead cable crossing		
46	CATV - West of Compton	198433	Overhead cable crossing		
47	CATV - West of Compton	198435	Overhead cable crossing		
48	CATV - West of Compton	198437	Overhead Cable crossing		
49	Central Basin Municipal Water District	161155	24" Water Pipeline in 36" Casing	6511756.4508	1788074.4678
50	Central Basin Municipal Water District	161156	16" Water Pipeline	6509688.9972	1798461.4368
51	Central Basin Municipal Water District	167738	A 10-inch water pipeline crossing in Ardine Street.	6504986.4174	1806832.1714
52	Central Basin Municipal Water District	168564	8" Underground Reclaimed Water Pipeline	6499702.7761	1821244.1764
53	Central Basin Municipal Water District	168576	18" Reclaimed Water Pipeline	6506016.5731	1805843.5805
54	Central Basin Municipal Water District	168652	12" Reclaimed Water Pipeline in 24" Casing	6499616.3796	1825598.1427
55	Central Basin Municipal Water District	168673	18" Reclaimed Water Pipeline	6499786.1752	1816308.6892
56	Central Basin Municipal Water District	168950		6499749.628	1818437.7371

57	Central Basin Municipal Water District	44416	1-8" Reclaimed Water Pipeline Crossing		
58	Champlin Petroleum Company	161581	4-6" longitudinal Pipelines for transportation of Naptha, light straight run Gas Oil & heavy Gas Oil		
59	Champlin Petroleum Company	189744(A)	1-10" Pipeline		
60	Champlin Petroleum Company	198109	6-10" Pipelines		
61	Cheviot Hills Pipeline Co.	117970	1-8" Gas Pipeline		
62	Chevron U.S.A. Inc.	101621	6" oil pipeline encroachment.		
63	Chevron U.S.A. Inc.	116801	A pipeline for conveying petroleum, gas, gasoline, water, oil or other substances.	6494229.5026	1789276.3623
64	Chevron U.S.A. Inc.	173781	6-10-inch gas, oil & refined products pipelines	6494488.8186	1787472.1196
65	Chevron U.S.A. Inc.	187934	An 8-inch Crude Oil underground steel pipeline with a 14-inch steel casing.	6494218.8284	1789359.351
66	Chevron U.S.A. Inc.	2701	12" Petroleum or Water Pipeline & 2" iron pipe conduit for telephone crossing	6506568.0681	1805315.0166
67	Chevron U.S.A. Inc.	63217	6"-8 5/8" Pipelines in Casings	6508638.7477	1801405.6252
68	Chevron U.S.A. Inc.	91104	One 16-inch conduit or casing to contain smaller pipes for conveying oil, petroleum , gas, gasoline water or other substances. The initial pipe to be installed in said structure is on 10 3/4 -inch steel pipe for carrying crude oil.	6488864.5176	1747977.609
69	Chief Oil Company	66360	3" Oil Pipeline		
70	City of Bell	96182	A Lease for lanscaping and beautification purposes.	6499809.9248	1814941.5567
71	City of Carson	185063	The leased premises shall be used solely by Lessee for the planting and care of oleander shrubs, except where restricted to low growing ground cover or shrubs.	6492165.7619	1758970.7655
72	City of Compton	112503	Permit to plant grass, plants and shrubs for beautification purposes on premises of Railroad, also to install and maintain necessary water pipe lines.	6494521.0997	1787321.0332
73	City of Compton	191925	Easement for highway purposes - Auto Drive South between Alameda and Santa Fe Avenue.	6495738.8936	1777823.1208
74	City of Compton	19495	Street crossing at Palmer Avenue		
75	City of Compton	25353	24-inch drainage pipeline and 12 inch easement		
76	City of Compton	33676	4-inch water pipeline		
77	City of Compton	39806	Easement for public highway - Olive Street		

78	City of Compton	43328	Easement for highway purposes - Rosecrans Avenue	6494513.0345	1787375.0098
79	City of Compton	43333	Easement for public highway - Compton Boulevard	6494861.3195	1784668.3125
80	City of Compton	44370	Easement for public highway - Rosecrans Ave.	6494513.0345	1787375.0098
81	City of Compton	44382	Easement for public highway - Compton Street	6494861.3195	1784668.3125
82	City of Compton	44485	Public Road to be constructed across Tracks of SPRR Co.		
83	City of Compton	79238	1-8" Transit Water Main encased in 16" Casing		
84	City of Compton	79660	Easement for highway purposes - Elm Street.	6494513.0345	1787375.0098
85	City of Cudahy	121815	Landscaping Strip	6500220.6212	1812130.9019
86	City of Cudahy	169594	Street Light Foundation Encroachments (wireline)	6501881.7127	1809811.9774
87	City of Downey	92356	20' Wide Strip of Land for Public Highway Purposes		
88	City of Huntington Park	102424	Two Flashing Light Signals at Crossing & Widening of Florence Ave.	6500177.6616	1812244.448
89	City of Huntington Park	114845	Street Lights and U.G. Conduit from Florence Ave. to Santa Ana St. for Street Lights	6500275.7792	1811996.2851
90	City of Huntington Park	180766	Traffic Signal at Firestone Avenue	6490561.5296	1813277.4279
91	City of Huntington Park	23966	12" Water Line		
92	City of Huntington Park	39367	Widening of Florence Avenue		
93	City of Huntington Park	4565	Construction, maintenance & operation of a public highway		
94	City of Huntington Park	5977	Construction, Maintenance and Operation of Public Highway		
95	City of Huntington Park	6326	Construction, Maintenance and Operation of Public Highway	6499807.8336	1815047.488
96	City of Huntington Park	81080	Site for Parking Purposes	6499855.2968	1813618.4288
97	City of Huntington Park	86171	Planting and Caring for Small Buses & Trees		
98	City of Huntington Park	90976	10" Water Pipeline in 18" Casing	6499806.7447	1815100.4528
99	City of Huntington Park	JRP02-10			
100	City of Huntington Park & County of LA	25991	Modification of traffic device & widening railroad crossings at Slauson & Alameda.	6489587.0696	1818679.0512
101	City of L.A., City of L.B. & UPRR Co.	1686	Railroad improvements on the UP right of way within Long Beach and environmental mitigation on UP trackage within Long Beach.		
102	City of Long Beach	101324	26' Access Road		
103	City of Long Beach	118461	Sidewalks	6511796.556	1776800.262

104	City of Long Beach	119299	Drainage Ditches	6510654.553	1768661.9757
105	City of Long Beach	36575	Underpass	6504830.6234	1766271.2591
106	City of Long Beach	72961	Maintain Slopes and Retaining Wall	6505510.1788	1766550.2687
107	City of Long Beach / Texaco Trading & Transport	Pipeline Permit No. P-153-86	Subsurface/Underground: 1 - 8" Crude PL		
108	City of Long Beach Dept. of Gas & Oil	MJRP 17-24	2-20" Steel LP Gas Pipelines		
109	City of Los Angeles	13258	Easement for construction, maintenance and use of Public Highway		
110	City of Los Angeles	138687	Underground 12-inch water pipeline and storm drain		
111	City of Los Angeles	166096	Easement for a public street.	6488392.4161	1746462.4391
112	City of Los Angeles	180080	1-16" Sewer Pipeline		
113	City of Los Angeles	198722	42-inch storm drain		
114	City of Los Angeles	204993	1-36" Clay Sewer Pipeline within an 84" Steel Casing		
115	City of Los Angeles	24492	1 Sewage Force Main having a diameter of 12" or 14"		
116	City of Los Angeles	28168	8 5/8 - inch water pipeline in a 12-inch casing.	6489524.718	1827659.7114
117	City of Los Angeles	28308	Storm drains - 24-inch reinforced concrete pipe and reinforced concrete transition structure.		
118	City of Los Angeles	28391	1 Sewer Pipeline in part 8" and in part 21" in diameter		
119	City of Los Angeles	3401	Downey Road crossing		
120	City of Los Angeles	34297	1-18" & 1-15" Sewer Pipelines		
121	City of Los Angeles	39712	Public sanitary sewer system		
122	City of Los Angeles	40456	Public Highway		
123	City of Los Angeles	4194	Soto Street underpass		
124	City of Los Angeles	5648	Proposed grade separation and road crossing.		
125	City of Los Angeles	61928			
126	City of Los Angeles	7210	1 Single Track Electric Railway at Grade		
127	City of Los Angeles	9768	Proposed grade separation at Soto St.		
128	City of Los Angeles	HD-6577	A right of entry agreement to allow the construction access for the purpose of widening portions of Alameda Street in the vicinity of Henry Ford Avenue.		
129	City of Los Angeles Dept of Public Works	JRP 18-01	Tempoary Work Space		
130	City of Los Angeles, Dept. of Water and Power	101546	Overhead Wire Crossing and Underground Power Lines		
131	City of Los Angeles, Dept. of Water and Power	104684	20" Underground Water Pipelines	6509285.023	1799592.2558

132	City of Los Angeles, Dept. of Water and Power	105638	Conductors for the transmission of electricity for lighting and/or power purposes		
133	City of Los Angeles, Dept. of Water and Power	106019	1-Underground Water Pipeline		
134	City of Los Angeles, Dept. of Water and Power	122684	Overhead power line		
135	City of Los Angeles, Dept. of Water and Power	122817	3 Overhead Power Lines at 2 Locations		
136	City of Los Angeles, Dept. of Water and Power	132079	12 3/4" Fuel Oil Line		
137	City of Los Angeles, Dept. of Water and Power	152345	Overhead power wire or wires	6489441.2274	1749828.7641
138	City of Los Angeles, Dept. of Water and Power	158205	1 Overhead Power Line		
139	City of Los Angeles, Dept. of Water and Power	162741	One telephone pole - encroachment	6488499.6859	1746806.9732
140	City of Los Angeles, Dept. of Water and Power	166352	Anchor Guy Encroachment	6488511.595	1746844.961
141	City of Los Angeles, Dept. of Water and Power	166353	1 Overhead Power Line		
142	City of Los Angeles, Dept. of Water and Power	174478	1 Underground longitudinal Pipeline		
143	City of Los Angeles, Dept. of Water and Power	174494	1-6" Fuel Oil Pipeline & 1-12" Fuel Oil Pipeline within a 24" Casing		
144	City of Los Angeles, Dept. of Water and Power	176074	An 8-inch water pipeline.	6488647.6991	1747282.0861
145	City of Los Angeles, Dept. of Water and Power	176378	1-34.5 KV Electrical Conduit with 14" Casing		
146	City of Los Angeles, Dept. of Water and Power	176391	1-Underground 34.5KV Power Crossing Conduit with 14" Casing		
147	City of Los Angeles, Dept. of Water and Power	184602	1 Overhead 34,500 Volt Electric Line		
148	City of Los Angeles, Dept. of Water and Power	184651	1 - 6" Water Line Vault Box	6489181.2938	1748994.3432
149	City of Los Angeles, Dept. of Water and Power	187639	6 power poles and an overhead 34.5 KV powerline	6488777.8097	1748886.7702
150	City of Los Angeles, Dept. of Water and Power	191971	1-34.5 KV Overhead Power Line		
151	City of Los Angeles, Dept. of Water and Power	192127	240-V powerline crossing - includes supports and appurtenances		
152	City of Los Angeles, Dept. of Water and Power	210190	1-8" Steel Water Pipe within 12" Steel Casing		
153	City of Los Angeles, Dept. of Water and Power	24736	1-12" Water Pipeline		
154	City of Los Angeles, Dept. of Water and Power	28568	1-12" Steel Water Pipeline within a 16" Casing		
155	City of Los Angeles, Dept. of Water and Power	42266	2 ug conductors		
156	City of Los Angeles, Dept. of Water and Power	45504	Overhead Power Transmission Lines		
157	City of Los Angeles, Dept. of Water and Power	48635	1 Overhead 2-Circuit 66,000 Volts on 6 #4/0 M.H.D. bare Copper Conductors		
158	City of Los Angeles, Dept. of Water and Power	52147	Conductors for transmission of electricity for lighting and/or power purposes.	6488654.6466	1747304.9397

159	City of Los Angeles, Dept. of Water and Power	52157	3 power lines		
160	City of Los Angeles, Dept. of Water and Power	53739	Drain Pipe		
161	City of Los Angeles, Dept. of Water and Power	55881	2-8' Intake Water Pipes		
162	City of Los Angeles, Dept. of Water and Power	64896	132 KV Loopline and Boulder Dam	6491917.0554	1805779.8008
163	City of Los Angeles, Dept. of Water and Power	65882	Line of wire or wires for transmission of electricity for lighting or power purposes beneath the track or tracks.	6491929.6331	1805710.4578
164	City of Los Angeles, Dept. of Water and Power	79812	1-35.5 KV Phase 3, 60 Cycle Electrical Line		
165	City of Los Angeles, Dept. of Water and Power	93674	Overhead Power Line		
166	City of Los Angeles, Dept. of Water and Power	96491	Private Roadway as a means of ingress and egress from loading racks by fuel oil trucks.		
167	City of Los Angeles, Dept. of Water and Power	98088	1-12" Fuel Oil Pipeline in Casing		
168	City of Los Angeles, Dept. of Water and Power	LADWP Doc # 2938	Overhead: 1 - Power Wire Line Crossing (from Lattice Tower #262D3) Boulder Dam facility designation		
169	City of Lynwood	24832	8-inch water pipeline.	6493323.3029	1796640.7836
170	City of Lynwood	39417	Opening and Extending Century Blvd.		
171	City of Lynwood	45900	Public Highway Crossing		
172	City of Lynwood	46440	1-8" sanitary Sewer Pipeline		
173	City of Lynwood	47232	12-inch water pipeline within an 18-inch casing pipe at Century Boulevard.		
174	City of Lynwood	92846	Easement for public highway - Lynwood Road		
175	City of Lynwood	98099	8-inch sanitary sewer pipeline.	6493423.3474	1795865.9502
176	City of Paramount	120241	A 14-inch water pipeline encased in a 24-inch casing and covering a distance of 60 lineal feet.	6511754.438	1788775.3036
177	City of Paramount	133125	12" Water Main Pipeline Crossing	6511776.6558	1782139.9304
178	City of Paramount	135932	12" Water Pipeline in 24" Casing	6511781.0757	1780765.3718
179	City of Paramount	136636	3/4" PVC Water Pipeline in 4" Steel Casing	6511758.7159	1787402.0718
180	City of South Gate	MJRP 17-07	12" VCP Sewer Pipeline, 2" Water Pipelines, 20" Casings w Traffic Control Wiring, 30" Storm Drains, Powerlines, Sidewalks, Electrical Service Cabinets, Private Road Crossing, 480kV Powerline, 10" Cast Iron Water Pipeline		
181	City of Vernon	102762	80' of water pipeline in 18" casing	6499702.4342	1821264.2439
182	City of Vernon	106726	Overhead power wireline	6499695.7764	1821669.4088
183	City of Vernon	112361	Overhead wireline	6499585.5962	1826630.0052

184	City of Vernon	159564	An easement for highway improvements at 25th Street.	6489331.8224	1827517.1185
185	City of Vernon	166313		6489531.0556	1819234.4599
186	City of Vernon	24496	A non-exclusive easement for roadway purposes, for underground pipe line purposes, for fire protection, police protection and for official business purposes.		
187	City of Vernon	33315	An easement to construct and maintain a highway upon and across 2 parcels of land and six additional small parcels near Center St.		
188	City of Vernon	41595	22-inch vitrified sewage pipe.	6489530.8469	1819237.4812
189	City of Vernon	46129	Easement for public highway or road purposes - near 50th Street	6489387.9197	1821350.6492
190	City of Vernon	72259	a 21-inch concrete drainage pipe encased in a 30-inch steel pipe casing - for drainage water.	6489557.506	1818940.8709
191	City of Vernon	92454	Overhead wireline, pole & anchor & guy wires	6499671.4041	1823095.9371
192	City of Vernon	JRP 20-03	Sidewalk		
193	Colony Cable of Harbor City	201161	Overhead Cable Crossing		
194	Colony Cable of Harbor City	201162	Overhead cable crossing.		
195	Colony Cable of Harbor City	201172	1-0.75" COAX Cable		
196	Colony Cable of Harbor City	203359	Overhead Communication Cable Crossing		
197	Conservative Water Company	50260	8-inch water pipeline		
198	Consolidated Fabricators Corp.	106163	Maintain & Operate Overhead Crane	6511765.6145	1785339.7413
199	Consolidated Utilities Company	38713	OveCrhead Wire crossing		
200	Continental Oil Co. (Kinder Morgan)	161305	Pipeline		
201	County of LA Dept. of Public Works	154906	Underground 24" Sewer Pipeline Crossing	6511758.5905	1787436.8749
202	County of LA Dept. of Public Works	209791	2-inch steel conduit crossing for traffic signal.	6490957.7017	1810938.4299
203	County of LA Dept. of Public Works	708709	1 1/2-inch underground power line together with its supports and appurtenances	6495413.9356	1769617.2304
204	County of LA Dept. of Public Works	711844	36-Inch storm drain pipeline		
205	County of Los Angeles	101324	Access Road		
206	County of Los Angeles	14475	Three crossings for highway purposes - public use. See comments for additional information.	6493704.6696	1793680.8555
207	County of Los Angeles	158857	Easement for public highway purposes - Laurel Park Road and widening of Alameda Street		
208	County of Los Angeles	163306	Storm drain easement and private drain no. 922	6495457.1428	1769901.2728
209	County of Los Angeles	164191	Easement for public highway purposes -	6491016.9145	1810609.3633

			Nadeau Street & Alameda Street.		
210	County of Los Angeles	182625	1-60 " reinforced concrete drain pipes.	6496088.1363	1773269.5128
211	County of Los Angeles	191943	24-Inch storm drain	6489757.2927	1817707.609
212	County of Los Angeles	192274	36-inch storm drain.	6496107.9539	1774958.4592
213	County of Los Angeles	199999	Easement for highway purposes - Tweedy Boulevard	6492408.4452	1803018.4592
214	County of Los Angeles	201081	Easement for highway purposes - Webber Street and Alameda Street.	6493756.7384	1793273.6847
215	County of Los Angeles	208237	Improvement of grade crossing and warning devices at El Segundo Boulevard.	6493927.2361	1791942.8527
216	County of Los Angeles	2340	Construct and Maintain Public Highway	6499739.5112	1819073.4825
217	County of Los Angeles	2963	Highway embankment slopes and drainage structures		
218	County of Los Angeles	29707	Easement for highway for public use - Short St.	6491222.0716	1809467.2406
219	County of Los Angeles	30350	Easement for public highway purposes at grade - Weber Avenue.		
220	County of Los Angeles	31052	Easement for public highway - Tweedy Road		
221	County of Los Angeles	3497		6499624.058	1825311.7073
222	County of Los Angeles	36990	Enlarge the grade crossing of Slauson Boulevard.	6489587.0696	1818679.0512
223	County of Los Angeles	37255	Corrects facility descriptions of two previous agreements - Opening of highway crossing at Slauson Avenue.Opening of highway crossing at Slauson Avenue		
224	County of Los Angeles	3735	Washington Blvd. underpass		
225	County of Los Angeles	38725	Easement for public highway purposes - Short Street	6491222.0716	1809467.2406
226	County of Los Angeles	39294	For Highway purposes - Long Beach Redondo Road		
227	County of Los Angeles	4751	easement for highway purposes - Carson Street		
228	County of Los Angeles	6410	Proposed separation of grades between Holabird Avenue and the Main Track and East Leg of Wye of San Pedro Branch, Near Hobart, CA.		
229	County of Los Angeles	64524	Easement for highway purposes at 92nd Street and Alameda Street	6491969.7482	1805488.5415
230	County of Los Angeles	82769	14' wide existing private roadway crossing tracks		
231	County of Los Angeles	JRP 21-09	Bridge Repair Site		

			Bicycle Path on and across Right of Way and Under Tracks and Bridge between M.P. 8.52 and 8.56 LA River		
232	County of Los Angeles - Road Dept.	103995		6508641.9593	1801396.5986
233	County of Los Angeles - Road Dept.	49234	18-inch reinforced concrete storm drain pipe	6493916.2007	1792030.7571
234	Crest Steel Corporation	94353	24' Private Roadway Crossing	6492577.8353	1744828.0359
235	Crimson California Pipeline L.P.	3933-A-103 Alignment Sheet	Subsurface/Underground: 1 - 4" Crude PL		
236	Crimson California Pipeline L.P.	Alignment Sheet D4A125	Subsurface/Underground: 1 - 10" Trunk Line		
237	Crimson California Pipeline L.P.	D4A126 Alignment Sheet	Subsurface/Underground: 1 - 10" Trunk Line		
238	Crimson California Pipeline L.P.	D4A326 Alignment Sheet	Subsurface/Underground: 1 - 10" Oil PL		
239	Crimson California Pipeline L.P.	MJRP 14-13			
240	Crown Castle Fiber LLC	MJRP 19-15	OH & UG Fiber Optic Lines		
241	Daugherty, Paul	130819	Tie barricade and paving encroachment		
242	Dayton Foundry Company	52998	Woven & Barbed Wire Fence & Track Gate	6511514.8197	1793301.5308
243	Dedeaux Properties, LLC	JRP 17-22	3/4" PVC Water Pipeline in 1 1/2" Casing, Electrical line in 1" conduit, security fence		
244	Desiderata Homes, Ltd.	20760	Driveway & Utility Access Across 2 Parcels	6495195.3956	1758110.9473
245	Dow Chemical Company	100191	1-4" Petroleum Pipeline		
246	Dow Chemical Company	144168	3" Styrene pipeline crossing		
247	Dow Chemical Company	173762	4-inch petroleum products pipeline		
248	Dow Chemical Company	176780	4" Steel Pipeline for Styrene & Chemical Products		
249	Dynamic Machine, Inc.	161614	Fenced Area for Parking and Other Purposes	6499786.8628	1816272.5764
250	Ed Lorenz & Glo Lorenz	149721	Lawn, Garden & Fence Encroachment		
251	Edgington Oil Company, Inc.	87821	10-inch pipeline for crude oil and a 6-inch products pipeline including 2 valve boxes and necessary electrolysis stations.	6511800.1134	1775972.4175
252	Equilon Enterprises LLC	R2012-3			
253	Exxon Company USA	173102	1-20" Steel Casing containing 1-6 5/8" Water Line and 1-8 5/8" Water Line		
254		202723	3" Water Injection Line in 6" Casing		
255	ExxonMobil	79146	3" - 8" Gas & Oil Pipelines in Casings		
256	ExxonMobil Oil Corporation	66255	One 8-inch oil pipe.	6489161.5613	1748930.6464

257	Fast Lane Transportation, Inc.	RP 14-02P	Container & Chassis Storage		
258	Fast Lane Transportation, Inc.	RP 14-03P	Container & Chassis Storage		
259	Four Corners Pipe Line Company	113608	A 16-inch pipe within a 20-inch steel casing for conveying oil.	6494683.6201	1766654.1858
260	Four Corners Pipe Line Company	11777	1-16" Pipeline in 20" Casing		
261	Four Corners Pipe Line Company	158238	14-inch petroleum pipeline and test stations	6501577.9984	1764935.8395
262	Four Corners Pipe Line Company	81281	1-6" & 1-12" Oil Pipelines	6511802.9481	1775260.0472
263	Gannett Outdoor Co., Inc of So. CA.	107630	1-12' x 25' single faced Poster Panel		
264	Gannett Outdoor Co., Inc of So. CA.	714400	1-12' x 25' single faced Poster Panel		
265	Gannett Outdoor Co., Inc of So. CA.	714406	1-12' x 25' double faced Poster Panel		
266	Gannett Outdoor Co., Inc of So. CA.	81233			
267	Garrett Freight Lines, Inc.	106250	Water Pipeline	6499618.852	1825453.2595
268	GATX Tank Storage Terminals Corporation	R1997-3	24" 4" 3" conduit in 36" casing		
269	GATX Terminals Corporation	131463	1-8-5/8" Crude Oil Pipeline		
270	GATX Terminals Corporation	174957	6" - 12" Pipelines for oil and gas		
271	GATX Terminals Corporation	189746	A 12-inch fuel oil pipeline within a 16-inch casing.		
272	GATX Terminals Corporation	3924	10" Oil Pipeline in 12" Screw Pipe Casing		
273	GATX Terminals Corporation	95032	8" Oil Pipeline in 14" Casing	6495410.0727	1758617.317
274	GATX Terminals Corporation	97852	2-8" Crude Oil Pipeline in 12" Casings	6490559.6362	1744348.2429
275	General Exploration Company of California	110284	1-2" Water Pipeline		
276	General Exploration Company of California	110284-1	2" Water Pipeline	6497068.1553	1762477.8844
277	General Telephone Company of California	101095	Overhead Wire Crossing for Telephone Communications	6494400.5793	1753191.3338
278	General Telephone Company of California	103196	1-45', 3 1/2" diameter G.I.P. Casing for Telephone Line		
279	General Telephone Company of California	106118	Overhead Telephone Crossing		
280	General Telephone Company of California	142976	Overhead Telephone Wireline	6511804.282	1774893.0988
281	General Telephone Company of California	75305	1 Line of Wire for Telegraph or Telephone purposes		
282	General Telephone Company of California	80955	Overhead Wire Crossing	6504490.8246	1766131.6685
283	General Telephone Company of California	85373	Overhead Wire Crossing	6509340.5311	1799437.2278
284	General Telephone Company of California	91087	Aerial Cable Crossing	6495154.1142	1758013.7497
285	General Telephone Company of California	92005	Overhead Wire Crossing	6492274.3454	1744634.783
286	Geophysical Service Inc.	206307	Geophysical cable slipped under the track without excavation and removed nightly.	6494126.2104	1790398.4359
287	Geophysical Service Inc.	206316	Geophysical cable temporarily inserted under the track without excavation - multiple crossings	6491090.9872	1810197.2933

288	Global Oil Company	190609	Lines to be contained within the casing and a 28-inch casing to house oil, water, gas and communication lines.	6485886.6213	1741064.3338
289	Global Oil Company	190610	A 28-inch casing to house lines for conveying oil, water, gas and communication lines.	6485671.8848	1740834.827
290	Griffith Company	153951	Road crossing between Lomita Blvd. and Sandison St.	6489388.4653	1750297.5899
291	Group W Cable TV of South Gate	135703	Underground TV Cables	6508218.6462	1802588.2645
292	Gulf Oil Corporation	61316	8" Pipeline in 10" Casing	6511811.9421	1772883.9899
293	Guy F. Atkinson Company	174692	A license to construct, maintain and use a private roadway across the tracks and upon the property of the Railroad.	6494940.1025	1767920.178
294	Hancock Chemical Corporation	10941	6-inch water pipeline in a 12-inch casing		
295		9026	8-inch casing for a 3-inch sewer line.		
296	Harbor Cogeneration Co.	144427	1-12 3/4" Water Pipe in 18" Casing		
297		144428	Underground encased Water Pipeline		
298	Harbor Land Company, LLC	R2007-2	Private Road Crossing	6499191.8863	1763960.4277
299	Huntmix, Inc.	194292	Asphalt Products Plant		
300	Huntway Refining Company	187966	10" Crude Oil Pipeline		
301	Independent Paper Stock Co., a California corp.	111432	Industry spur track.		
302	Industrial Asphalt	192022	Private Roadway		
303	Industrial Service Oil Company, John Shubin	161043	580 foot spur track at or near Los Angeles, CA		
304	Industrial Steel Treating Company	14943	Land for storage and parking purposes	6499787.5617	1816251.5193
305	Insight Cablevision of Los Angeles	144719	Underground Cable TV Wireline Crossing in Public ROW	6499840.1862	1813776.6293
306	Kinder Morgan Energy Partners	199791	6" - 16" Oil pipelines		
307	Kinder Morgan Liquids Terminals LLC	D-70020	1-12" Fuel Oil Pipeline in 16" Casing - longitudinal		
308	L. A. Board of Public Service Comm.	1891	Conductors for the transmission of electricity for lighting and/or power purposes.		
309	L. A. City Dept. of Public Works	154906	1-24" Clay Steel Sewer Pipe		
310	L. A. City Dept. of Public Works	155021	1 Underground 2" Fire Alarm Conduit		
311	L. A. City Dept. of Public Works	9768	Soto Street underpass		
312	L. A. County Flood Control District	103952	Construct, maintain & use bicycle & horse trail on, across and under RR tracks & ROW at MP 9.04 & MP 9.00	6509561.9148	1798817.6881
313	L. A. County Flood Control District	127474	24" R.C.P. Storm Drains	6495277.007	1758305.7435
314	L. A. County Flood Control District	160511	1 Water Pipeline		
315	L. A. County Flood Control District	160512	2 inch water pipeline		
316	L. A. County Flood Control District	161610	3 covered storm drains and appurtenant structures beneath the tracks.	6494683.6201	1766654.1858

317	L. A. County Flood Control District	170300	Covered storm drain	6490124.3864	1815688.3039
318	L. A. County Flood Control District	176071	1 Covered Storm Drain		
319	L. A. County Flood Control District	178824	1 Covered Storm Drain		
320	L. A. County Flood Control District	223468	Construction, maintenance and use of a 54" water line and appurtenant structures under jointly-owned railroad right-of-way	6494401.6679	1753960.16
321	L. A. County Flood Control District	39596	Construct & maintain and use a ditch or channel across r/w and beneath the RR tracks.	6491012.8	1755264.7808
322	L. A. County Flood Control District	40787	The right to place earth for slopes of highway fill.	6495922.091	1776398.9878
323	L. A. County Flood Control District	41685	Relocation and Widening of existing Channel		
324	L. A. County Flood Control District	5958	.0358 acre for Road Purposes		
325	L. A. County Flood Control District	62460	Construct and maintain a storm drain channel, protection works and appurtenant structures for the purpose of confining the waters of Laguna-Dominguez Channel.	6491027.9791	1755313.4693
326	L. A. County Flood Control District	6574	54" Water Line and Appurtenant Structures under jointly-owned RR right of way		
327	L. A. County Flood Control District	71314	2-18' Private Roadways	6509452.834	1799121.2747
328	L. A. County Flood Control District	HD-6393	Bridge construction and extension of flood control improvements. - Rio Hondo and Whittier Narrows Dam	6499984.5183	1764249.6473
329	L. A. County Sanitation Dist. No. 1	205789	27-inch VCP sewer pipeline within a 54-inch steel casing.	6494217.0702	1789373.02
330	L. A. County Sanitation Dist. No. 1	47273	27-inch reinforced concrete sewer pipe located in 92nd Street.	6491974.2069	1805463.7703
331	L. A. County Sanitation Dist. No. 2	12010	Underground sewer line		
332	L. A. County Sanitation Dist. No. 2	12563	Sewer Pipeline		
333	L. A. County Sanitation Dist. No. 2	131	An easement for a 3 foot 6 inch reinforced concrete pipe for sanitary sewer purposes.	6510664.8906	1795719.2612
334	L. A. County Sanitation Dist. No. 2	211490	A 114-inch RCP waste water pipeline.	6493917.7853	1764640.8175
335	L. A. County Sanitation Dist. No. 2	38103	36-Inch reinforced sanitary sewer pipeline	6489449.2428	1749854.3533
336	L. A. County Sanitation Dist. No. 2	49024	Underground Sewer Line		
337	LA Board of Harbor Commissioners	106456	1 Underground Power Line, 1 underground Storm Sewer Line, 1 underground Water Pipeline, all in Steel Casings		
338	LA Board of Harbor Commissioners	115629	Crude Oil Pipeline approx. 1750' in length		
339	Livingston Graham, Inc.	91148	3" Water Pipe	6492287.865	1744641.2754
340	Livingston Graham, Inc.	91330	24' Private Road Crossing	6492267.4212	1744631.6485
341	Long Beach Terminal Co.	190657	1-20" Petroleum Products Pipeline in a 24" Casing		

342	Los Angeles Co. Sanitation District No. 3	43639	1-72" reinforced Concrete Out-Fall Sewer Pipe		
343	MacLeod Metals Company	103621	18" Drain Pipe		
344	Macmillan Ring-Free Oil Co., Inc.	104273	6" - 8" oil pipelines	6494400.4304	1753085.7303
345	Macmillan Ring-Free Oil Co., Inc.	106827	4" Petroleum Pipeline	6494397.6321	1751395.0759
346	Marquez Produce Inc.	JRP 19-08	4" - 5" Conduits for AT&T, City of Vernon, 2" - 6" water & sewer lines & 12" storm drain		
347	Martin Magdeleno	173698	Yard & Fence Encroachment	6495297.3721	1758354.4583
348	Media One, Inc.	JRP-6237	1 TV Cable, 1 3/4", 60 Volts		
349	Melesio Ojeda	158981	Landscaping and Beautification	6495215.9123	1758159.5985
350	Metropolitan Outdoor Advertising	159690N	1 Sign with 2 Illuminated Display Facings, 72 sq. ft. Structure		
351	Metropolitan Outdoor Advertising	163895	1 Sign with 2 Illuminated Display Facings, 72 sq. ft. maximum		
352	Metropolitan Outdoor Advertising	208182	1 Billboard within 2 Illuminated Displays		
353	Metropolitan Outdoor Advertising	710820	1 Billboard with 2 Unilluminated Display Facings, 72 sq. ft.		
354	Metropolitan Outdoor Advertising	710823	1 Billboard with 2 Unilluminated Display Facings, 72 sq. ft.		
355	Metropolitan Outdoor Advertising	710835	outdoor advertising sign structure and appurtenances	6488829.8854	1747866.5925
356	Metropolitan Outdoor Advertising	710837	Outdoor advertising sign structure and appurtenances	6488493.4756	1746787.0484
357	Metropolitan Outdoor Advertising	711258	1 Billboard with 2 Unilluminated Display Facings, 72 sq. ft.		
358	Mobil Oil Corporation	120108	6" - 8" oil & gasoline pipelines approximately 230-900 feet in length	6489563.152	1750219.3525
359	Mobil Oil Corporation	159214	1 Overhead 480 Volt, Phase 3, 60 Cycle Power Line		
360	Mobil Oil Corporation	159215	Overhead Wire Crossing		
361	Mobil Oil Corporation	171939	12-inch petroleum products pipeline with 16 crossings	6493174.6018	1797794.1425
362	Mobil Oil Corporation	179141	1-24" Oil Pipeline Crossing and Longitudinal Encroachment		
363	Mobil Oil Corporation	179896	8 5/8-inch steel pipeline for conveying oil.	6488385.6337	1746441.0097
364	Mobil Oil Corporation	185272	A rectifier and deep vertical anode.	6495601.2154	1769964.7081
365	Mobil Oil Corporation	32057	4" - 8" pipelines for petroleum oil encased in oil well casings	6489602.5338	1818573.1699
366	Mobil Oil Corporation	40233	8" Oil Pipeline		
367	Mobil Oil Corporation	44257	4-inch gasoline pipeline	6493758.4953	1793260.0161
368	Mobil Oil Corporation	60688	8" oil pipeline in 12" casing		
369	Mobil Oil Corporation	65378	8-inch oil pipeline in a 12-inch casing.	6487848.9933	1744716.8803

370	Mobil Oil Corporation	73157	A 6-inch oil pipeline including cathodic protection facilities.		
371	Mobil Oil Corporation	76012	4" gas line	6510226.8105	1796948.6511
372	Mobil Oil Corporation	79146	3" - 8" oil and gasoline pipelines in a 8" - 12" casings		
373	Mobil Oil Corporation	81750	1-6 5/8" Oil Pipeline, Grade B API seamless, encased in a 10 1/2" standard Steel Pipe		
374	Mobil Oil Corporation	86277	8-inch oil pipeline inside a 10-inch casing	6489603.6831	1818565.1758
375	Mobil Pacific Pipeline Company	167739	UNDERGROUND 8-INCH OIL PIPELINE CROSSINGS	6494007.9699	1749811.3596
376	Mobil Pacific Pipeline Company	9755	6" gasoline line		
377	Modern Development Company	169043	Private Roadway for Ingress/Egress from Flea Market	6511767.1607	1784871.7888
378	MWD of Southern California	41005	51-inch pipe for conveying water.	6489486.6561	1819890.1718
379	MWD of Southern California	45975	A water pipeline - Distribution system middle feeder.	6495556.6741	1779240.8814
380	MWD of Southern California	46590	1-79" Water Pipeline		
381	National Metal & Steel Corp.	104901	2" Water Pipeline in 6" Steel Casing	6492456.8414	1744730.039
382	New Edgington Corporation	169764	6-inch gasoline pipelines	6489537.2442	1750135.8839
383	New Edgington Corporation	85479	A 6-inch steel pipe encased in a 10-inch steel pipe for conveying gasoline.	6489523.926	1750093.2229
384	Overton, Moore & Associates, Inc.	175233	An underground 15-inch drainage pipe crossing.	6487797.6969	1744551.1509
385	P. I. Steel Corporation	148281	Pedestrian Walkway		
386	Pacific Bell	208599	1-50' of 1/4" Galvanized Iron Pipe		
387	Pacific Outdoor Advertising Company	102541	Maintenance of 24 unilluminated poster panels 10 by 25 feet each.	6492311.364	1803612.5558
388	Pacific Pipeline System, LLC	145218	A 16-inch oil pipeline.	6511814.6856	1772122.1893
389	Pacific Pipeline System, LLC	R1997-1	To use and occupy an underground right-of-way that is 17,000-feet long for the operation of an underground pipeline and related appurtenances and an associated fiber optic communications system for the purpose of transporting petroleum and/or hydrocarbon		
390	Pacific Pipeline System, LLC	R2012-1	Subsurface: 5" - 16" oil & petroleum pipelines & casings	6490307.9927	1753175.5087
391	Pacific Telegraph and Telephone Co.	101802	Telephone conduit, 6 4-inch MCD in 30 feet of 21 3/16-inch casing	6496573.4185	1761304.7966
392	Pacific Telegraph and Telephone Co.	101817	Wire Line Crossing in 18" Casing	6497323.5403	1762956.7083
393	Pacific Telegraph and Telephone Co.	156030	UG TELEPHONE & WIRELINE CROSSINGS WITHIN PUBLIC ROW	6511776.9091	1782064.0651

394	Pacific Telegraph and Telephone Co.	158893	2.4" diameter buried cable - communication line crossing	6495784.6842	1771222.0156
395	Pacific Telegraph and Telephone Co.	166418	Underground telephone conduit in a 6-inch steel pipe inside of a 36-inch casing.		
396	Pacific Telegraph and Telephone Co.	65735	Duplex Crossing	6488861.2705	1747967.1536
397	Pacific Telegraph and Telephone Co.	67825	A line of wire or wires for telegraph or telephone purposes beneath the track or tracks.	6489114.3015	1825473.7913
398	Pacific Telegraph and Telephone Co.	69171	1 Overhead Telephone Crossing		
399	Pacific Telegraph and Telephone Co.	73546	Underground Telephone Cable Crossing	6511756.1735	1788179.4738
400	Pacific Telegraph and Telephone Co.	75360	GUY WIRE & ANCHOR	6507094.6317	1804801.5301
401	Pacific Telegraph and Telephone Co.	7635	Underground conduit or telephone crossing near Del Amo Street.	6490269.2398	1814889.0605
402	Pacific Telegraph and Telephone Co.	77002	3 Poles & Conductors consisting of Telephone Wires & Facilities		
403	Pacific Telegraph and Telephone Co.	77093	Wire or wires for telegraph or telephone purposes over the track or tracks	6489163.037	1748935.3991
404	Pacific Telegraph and Telephone Co.	84719	Overhead wire crossing	6507833.9586	1803651.8766
405	Pacific Telegraph and Telephone Co.	85920	One anchor and a duplex wire crossing tracks	6496146.3222	1773826.869
406	Pacific Telegraph and Telephone Co.	86226	A line of wire of wires for telegraph or telephone purposes over the track or tracks	6495169.1201	1782264.606
407	Pacific Telegraph and Telephone Co.	87696			
408	Pacific Telegraph and Telephone Co.	88886	Place conduit under the tracks	6492161.8774	1804434.7418
409	Pacific Telegraph and Telephone Co.	92641	3-inch pipelines for conduit and cable	6499624.058	1825311.7073
410	Pacific Telegraph and Telephone Co.	94945	7" Underground Telephone Cable in 3" Iron Casing	6495770.8056	1759472.7697
411	Pacific Telegraph and Telephone Co.	9646	A line of wire or wires for telegraph or telephone purposes beneath its tracks	6489607.2736	1818540.1936
412	Pacific Telegraph and Telephone Co.	99188	3 water meter sites	6499649.347	1824395.4332
413	Pacific Telegraph and Telephone Co.	99197	One wireline and pole		
414	Paramount Perlite Company	117400	Underground conduit to operate portable conveyor and unloading pit.		
415	Paramount Pipeline, LLC	MJRP 21-01	6" - 10" Products & H2 Gas Pipelines & Valve Boxes		
416	Patrick Media Group	11456	1 Sign with 2 Illuminated Displays, 300 sq. ft. max.		
417	Patrick Media Group	122000	1-6' x 6' illuminated Sign with 2 Facings		
418	Patrick Media Group	139923	Outdoor advertising sign structure and all necessary appurtenances.	6495034.7405	1783313.9563
419	Patrick Media Group	156029		6509349.6531	1799411.2377
420	Patrick Media Group	156032		6509332.1991	1799460.9561

421	Patrick Media Group	183966	1-6' x 6' illuminated Sign with 2 Facings, 300 sq. ft.		
422	Patrick Media Group	187948	Outdoor advertising sign structures and necessary appurtenances.	6493254.0757	1797179.4417
423	Patrick Media Group	46832	1 Sign with 2 Illuminated Display Facings, 300 sq. ft. max.		
424	Patrick Media Group	710003	1 Sign with 2 Illuminated Displays, 300 sq. ft. max.		
425	Patrick Media Group	710004	1 Sign with 2 Illuminated Display Facings, 300 sq. ft. max.		
426	Patrick Media Group	710005	1 Sign with 2 Illuminated Display Facings, 300 sq. ft. max.		
427	Patrick Media Group	710036	Outdoor advertising sign structure and necessary appurtenances.	6495900.3362	1776568.3572
428	Patrick Media Group	710089	1-6' x 6' illuminated Sign with 2 Facings, 300 sq. ft.		
429	Phillips Petroleum Company	39063	A 4-inch gasoline pipeline	6489619.2172	1750399.5287
430	Pillsbury Flour Mills Company	44329	An 8-inch vitrified sewage pipeline.	6489396.4883	1821226.2758
431	Plains West Coast Terminals LLC	R2012-2	Subsurface: 16" - 24" oil, fuel oil, high pressure oil & products pipelines	6489280.6827	1749833.831
432	Pleasantville 27, LLC, Barbara Gallian	R2005-1			
433	Potential Industries, Inc.	JRP 21-04	Fence		
434	Powerine Oil Company	69561	One 6-inch oil pipeline.		
435	Powerine Oil Company	82620	One 6 5/8-inch welded steel pipe for conveying oil.	6491729.4318	1757563.6633
436	Praxair, Inc.	206586	Underground 4-inch nitrogen pipeline.	6485763.4598	1740930.3048
437	Praxair, Inc.	210065	8-inch nitrogen gas pipelines in 12-inch casings and communications cables	6489263.2868	1749849.372
438	Praxair, Inc.	210749	8-inch steel pipes in steel casings for oxygen and nitrogen.	6491052.6405	1755392.7205
439	Praxair, Inc.	51309	An underground gas pipeline.	6492170.2882	1744590.4186
440	Praxair, Inc.	73839	Gas pipelines longitudinal encroachments	6491861.7868	1744522.627
441	Praxair, Inc.	R1996-1	6" nitrogen pipeline		
442	Production Operators, Inc.	163994	To construct, operate and maintain six, 6-inch pipelines and two 24-inch pipelines		
443	Purex Corporation, Ltd.	91354	8' wide pedestrian walkway		
444	Quality Wood Products, Inc.	70009	Site for unloading rail cars	6499791.5626	1816000.9188
445	Richfield Oil Corporation	11580	1-10 3/4" Pipeline in 16" Casing		
446	Richfield Oil Corporation	8810	One 36-inch culvert for conveying flood waters.		
447	Richfield Oil Corporation	9384	1-14" Somastic coated Steel Oil Line in 20" Casing		

448	Royalty Service Corp., Ltd.	67100	1-4 1/2" O.D. standard Steel Pipeline encased in 6" Pipe Casing for conveying Steam		
449	Royalty Service Corp., Ltd.	68125	1-8" seamless Steel Oil Pipeline encased in a 100" section of seamless Steel Pipe Casing 12 3/4" in diameter		
450	Santa Fe Pacific Pipelines Inc.	709695	A stranded copper cable for a cathodic protection rectifier.	6496144.4928	1774594.7145
451	Santa Fe Pacific Pipelines Inc.	709696	A stranded copper cable for cathodic protection bonding.	6496097.2856	1773342.2672
452	SCE & LACFCD	82401	Private Road	6499094.0755	1763920.6007
453	SFPP, L.P.	R2001-1	An underground pipeline right of way that is 5-feet wide by approximately 8,000 feet long comprised of several parcels on the former SP and UPRR property of both crossings and longitudinal installations. The permit area and improvements shall be used		
454	Shell Oil Company	104500	Power and Telephone Conduit Encroachment		
455	Shell Oil Company	149763	10" crude oil pipeline		
456	Shell Oil Company	150096	1-10 3/4" Crude Oil Pipeline within a 16" Steel Casing		
457	Shell Oil Company	150097	1-10 3/4" Crude Oil Pipeline within 16" Steel Casing		
458	Shell Oil Company	162544	8-inch pipelines to transport hydrogen sulfide in 12-inch casings	6490845.8226	1754730.2569
459	Shell Oil Company	167506	12" - 18" petroleum and petroleum products pipelines		
460	Shell Oil Company	170947	10" - 12" crude oil and products pipelines		
461	Shell Oil Company	173787	3-8 inch gas & oil pipelines	6490302.2739	1752618.9603
462	Shell Oil Company	38796	a 4-inch wrought iron pipe for conveying gasoline.	6489459.3362	1749886.5763
463	Shell Oil Company	3882	2" oil pipelines		
464	Shell Oil Company	68971	1-6 5/8" Steel Pipeline encased in a 50' section of 10 3/4" Steel Pipe Casing		
465	Shell Oil Company	711892	Four 10-inch petroleum pipelines	6490216.6162	1752332.9182
466	Shell Oil Company	79195	A 2 1/2-inch light oil pipe encased in a 4-inch standard steel casing pipe.	6489532.2127	1750119.7678
467	Shell Oil Company	82168	A 6-inch standard steel light oil pipeline encased in a 10-inch standard steel pipe.	6489514.7512	1750063.8345
468	Shell Oil Company	8291	A 10-inch casing for a 6-inch oil line.		

			A longitudinal concrete pipeline, being in part a 12-inch pipe, and in part a 12-inch tie-in pipe and an 18-inch pipe for conveying waste water.		
469	Shell Oil Company	9057			
470	Shell Oil Company	9273	8" Oil Lines within 12" casings		
471	Shell Oil Company	R1996-2	18" oil pipeline		
472	Shell Oil Company Recovery Facility Authority	109003	10-3/4" oil pipeline in 15" casing	6490512.4608	1744324.5513
473	Signal Trucking Service Ltd.	43667	Industry track for warehouse and storage		
474	Silverio Villavael	102988	site for beautification and children's play area	6495359.6073	1758500.1194
475	Socony Mobil Oil Company	12746	Construct & maintain a line of wire or wires for telegraph or telephone purposes and/or conductors for transmission of electricity for lighting and/or power purposes. - Double Arm Installation on Pacific Electric Poles.		
476		60688	8" oil pipeline		
477	Songcayauon, Vincent	89102	1-3" Water Pipelines	6494400.8552	1753349.7393
478	Soto & Washington Industrial Development Co.	128164	Industry spur track approximately 541.1 feet in length at Los Angeles, CA		
479	Soto & Washington Industrial Development Co.	131840	Operation of industry spur track 444 and gates at Los Angeles, CA.		
480	Soto & Washington Industrial Development Co.	131841	Industry spur track 444 and gates at Los Angeles, CA.		
481	Southeast Resource Recovery Facility Authority	141715	One Private Road Crossing		
482	Southeast Resource Recovery Facility Authority	50640			
483	Southeast Resource Recovery Facility Authority		1 Underground Sewer Pipeline, 4' PVC Carrier Pipe in 12' Casing		
484	Southern California Edison Company	100401	To construct, maintain and use a guy wire and anchor or guy pole and appurtenances.	6491486.241	1808007.3436
485	Southern California Edison Company	100402	The right to construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492442.1321	1802806.7733
486	Southern California Edison Company	100923	Transmission Line with 3 Conductors	6496574.1934	1761306.6401
487	Southern California Edison Company	102211	Underground wireline		
488	Southern California Edison Company	102568	Underground electrical conduit	6499278.2307	1763992.7981
489	Southern California Edison Company	104481	1 Circuit with 4800 Volts, 3 Phase, encased in 5" Galvanized Steel Conduit		
490	Southern California Edison Company	105795	Wirelines and guy wires	6498849.9333	1763820.0533

491	Southern California Edison Company	105842	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6489777.2661	1817599.3972
492	Southern California Edison Company	106117	1 Overhead 120/240 Volt Power Line		
493	Southern California Edison Company	109818	to construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6495936.74	1776284.4054
494	Southern California Edison Company	114927	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492150.7354	1804496.8765
495	Southern California Edison Company	119451	Overhead Power Line	6490589.5581	1744362.1612
496	Southern California Edison Company	122458	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492312.0766	1803608.6119
497	Southern California Edison Company	122685	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6491975.3037	1805457.83
498	Southern California Edison Company	13159	Construct, maintain and operate a line of wire or wires for telegraph or telephone purposes and/or conductors for transmission of electricity for lighting and/or power purposes.	6494541.8894	1766643.2249
499	Southern California Edison Company	13558	2-7/16" Guy Wires		
500	Southern California Edison Company	147383	To construct, maintain and operate a line of overhead wire or wires.	6491010.4939	1810645.045
501	Southern California Edison Company	149992	To construct, maintain and use a guy wire and anchor or guy pole and appurtenances.	6491715.107	1806896.3241
502	Southern California Edison Company	150008	To construct, maintain and operate a line of overhead wire or wires.	6491981.7019	1805423.1785
503	Southern California Edison Company	159842	Overhead communication wire line crossing.	6493746.6961	1764091.167
504	Southern California Edison Company	161931	Overhead wire crossing.	6495840.479	1771606.397
505	Southern California Edison Company				
506	Southern California Edison Company	166347	Overhead power line crossing near Alameda Street north of Artesia Boulevard.	6495758.2758	1777672.794
507	Southern California Edison Company				
508	Southern California Edison Company	166788	Twelve underground power line crossings, a vault and two poles.	6496055.8099	1773020.9129

509	Southern California Edison Company	167110	Underground Power Wireline Crossing	6499806.1043	1815134.9619
510	Southern California Edison Company	168676	1-16" Fuel Oil Pipeline within 20" Steel Casing		
511	Southern California Edison Company	169334	1-66 KV, 3 Phase, 60 Cycle Electrical Line		
512	Southern California Edison Company	170393	An underground 16-inch fuel oil pipeline within a 20-inch steel casing near Dominguez Street.	6493839.4377	1763947.6574
513	Southern California Edison Company	173821	Overhead 66 KV power line facilities.	6496075.7279	1773170.846
514	Southern California Edison Company	17518	The right to erect, maintain and operate conductors for transmission of electricity for lighting and/or power purposes.	6489531.6507	1819226.4055
515	Southern California Edison Company	176325	Overhead Power Line Crossing with 2 poles on North side of Carson Street.	6492946.6698	1761269.4689
516	Southern California Edison Company	176825	Overhead wire crossings	6489441.2274	1749828.7641
517	Southern California Edison Company	179124	1-16" Fuel Oil Pipeline longitudinal encroachment and 2 Crossings (approx. 2,716.22') of longitudinal encroachment		
518	Southern California Edison Company	182467	Overhead power line crossing.	6490020.3565	1751686.1429
519	Southern California Edison Company	193327	Existing and additional overhead wire crossings	6494629.8233	1786472.5189
520	Southern California Edison Company	198110	Underground conduit crossing	6494982.6664	1783727.4788
521	Southern California Edison Company	207323	220 kv overhead powerline	6491581.5905	1757089.1629
522	Southern California Edison Company	2181			
523	Southern California Edison Company	26843	1 Overhead 2200 Volt Crossing		
524	Southern California Edison Company	287093	3 Longitudinal Power Lines		
525	Southern California Edison Company	30311	The right to construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6489208.5175	1824023.0399
526	Southern California Edison Company	30716	Overhead Wire Crossing - the right to construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6491389.5223	1808542.6509
527	Southern California Edison Company	31165	To construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6489265.1391	1823175.9002
528	Southern California Edison Company	33631	1 Overhead 3 #210 bare Stranded Copper Conductors, 11,000 Volts		
529	Southern California Edison Company	34095	The right to construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6489099.2855	1825774.6532

530	Southern California Edison Company	34643	66 KV overhead transmission line - Rancho Dominguez	6495785.7134	1771229.027
531	Southern California Edison Company	34927	The right to construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6490303.7666	1752626.8198
532	Southern California Edison Company	38525	To construct, maintain and operate its conductors for transmission of electricity for lighting and/or power purposes.	6492406.2208	1803038.3755
533	Southern California Edison Company	43166	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492327.2439	1803524.8037
534	Southern California Edison Company	44599			
535	Southern California Edison Company	45294	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6489176.6961	1824491.5701
536	Southern California Edison Company	45884	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492263.7542	1803873.7816
537	Southern California Edison Company	46215	The right to construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6490419.8137	1814058.9447
538	Southern California Edison Company	48897	The right to construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6490206.8554	1815233.3459
539	Southern California Edison Company	48899	1-66,000 Volts on 3# 4/0 M.H.D. bare Stranded & 1-33,000 Volts on 3 #4/0 M.H.D. bare Stranded Copper Conductors		
540	Southern California Edison Company	50678	1-66,000 Volt Conductor		
541	Southern California Edison Company	52161	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6495580.3883	1779058.0898
542	Southern California Edison Company	65550	Electric power transmission line, partly overhead and partly underground for the transmission of electric power + easement		
543	Southern California Edison Company	66499	Overhead Power Lines	6494401.5449	1753930.559

544	Southern California Edison Company	67489	The right to construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6491020.1248	1810591.5225
545	Southern California Edison Company	69373	16 K. V. Crossing - conductors for transmission of electricity for lighting and/or power purposes.	6489445.8468	1820492.0437
546	Southern California Edison Company	69839	Overhead Wire Lines	6499702.4342	1821264.2439
547	Southern California Edison Company	70202	Overhead Transmission Lines for Power and Telephone	6502608.7906	1809113.3952
548	Southern California Edison Company	710463	An overhead fiber optic line cable.	6495732.6039	1777872.6191
549	Southern California Edison Company	714429	To construct, operate, use an overhead electrical system in which no circuit shall exceed 500 kV and a communication system solely for the internal use by Grantee and systems, right of access to said systems and facilities on two parcels being 100-feet w	6495745.2384	1777773.6298
550	Southern California Edison Company	74404	Pole, guy crossing & anchor	6499615.9176	1825628.207
551	Southern California Edison Company	74562	Overhead Wire Lines		
552	Southern California Edison Company	75277	4 Underground wirelines in 36" Steel Casing	6502608.7906	1809113.3952
553	Southern California Edison Company	76920	3 Overhead wirelines	6509876.23	1797932.13
554	Southern California Edison Company	77076	5/16" down guy wire & anchor	6507128.7983	1804765.1657
555	Southern California Edison Company	80504	3x66 kV Wires, 3x16 kV Wires, 25 Pair 19 Gauge Wires	6499785.1716	1816371.6907
556	Southern California Edison Company	80760	Power Lines	6499680.3411	1822568.3095
557	Southern California Edison Company	81016	Overhead wireline	6499738.6234	1819126.4608
558	Southern California Edison Company	82838	Overhead Power Lines	6511789.371	1778726.9976
559	Southern California Edison Company	83067	Overhead Wire Crossing and Guy Wire	6509667.0996	1798522.648
560	Southern California Edison Company	83458	To construct, maintain and use a guy wire and anchor or guy pole and appurtenances thereof.	6490492.9041	1813658.0101
561	Southern California Edison Company	83764-1	12-Aerial wirelines		
562	Southern California Edison Company	84252	Overhead wirelines & guy wires	6499818.9123	1814411.8711
563	Southern California Edison Company	84852	5 Overhead wirelines	6507833.9586	1803651.8766
564	Southern California Edison Company	85229	1 Overhead wireline	6509314.3815	1799510.5456
565	Southern California Edison Company	85439	2 Overhead Wirelines	6509190.3089	1799857.9042
566	Southern California Edison Company	85984	Overhead Wire Lines	6509635.0029	1798612.6403
567	Southern California Edison Company	86993	Power lines, poles, overhang of crossarms and wires and appurtenances		
568	Southern California Edison Company	87569	Overhead wireline	6495133.4735	1757965.151
569	Southern California Edison Company	88593	Overhead Power Line	6494403.6039	1754986.5917
570	Southern California Edison Company	91633	9-wirelines and 1-guy wire		

571	Southern California Edison Company	93113	3-Overhead Wires and 1-Guy	6500421.2261	1764436.6988
572	Southern California Edison Company	95787	To construct, maintain and operate Licensee's conductors for transmission of electricity for lighting and/or power purposes.	6492582.8024	1801957.0194
573	Southern California Edison Company	99443	Overhead Power Lines	6494403.6403	1755039.3934
574	Southern California Edison Company	99931	16" fuel oil pipeline in 20" casing	6493375.185	1747740.9152
575	Southern California Edison Company	JRP 00-10	Overhead electrical transmission line	6491697.2212	1806995.4007
576	Southern California Gas Company	0-176	1-7 5/8" Pipe Crossing		
577	Southern California Gas Company	100220	1 1/4-inch gas pipeline	6488668.2771	1747348.646
578	Southern California Gas Company	101744	6" gas pipeline	6493481.5795	1795413.1142
579	Southern California Gas Company	104808	2-inch gas pipeline in a 4-inch casing	6495854.9826	1776921.1341
580	Southern California Gas Company	106640	Underground gas pipeline	6499695.4099	1821692.6876
581	Southern California Gas Company	109179	A 1-inch steel pipe encased in a 3-inch steel pipe for conveying gas.	6489205.717	1749073.2577
582	Southern California Gas Company	109470	4" gas line in 8" casing	6489085.209	1827195.5122
583	Southern California Gas Company	11044	2-inch gas pipeline - west of Santa Fe Ave		
584	Southern California Gas Company	111142	1 1/4-inch gas pipeline in a 4-inch casing	6495660.7809	1778431.0359
585	Southern California Gas Company	111249	4" gas line in 8" casing		
586	Southern California Gas Company	111536	1 1/4-inch gas pipeline in a 4-inch casing	6491883.233	1805965.0051
587	Southern California Gas Company	111537	16" gas line in 20" casing	6499935.6778	1764229.5673
588	Southern California Gas Company	113669	4" gas line in 8" casing	6494846.7074	1784783.2293
589	Southern California Gas Company	114969	3/4-inch gas pipe in a 2-inch crossing	6495827.8504	1771517.5478
590	Southern California Gas Company	11893	8" Iron Gas Pipelines	6489606.5558	1818545.19
591	Southern California Gas Company	12489	6" gas line in 10" casing		
592	Southern California Gas Company	12720	12-inch wrought iron gas pipelines	6489605.8376	1818550.1863
593	Southern California Gas Company	127688	1-10 3/4" Gas Line along and across RR ROW		
594	Southern California Gas Company	129772	10" gas pipeline	6494393.1837	1751290.581
595	Southern California Gas Company	151964	Shrubbery and Plantings		
596	Southern California Gas Company	153950	Driveway operations	6491645.865	1807279.3844
597	Southern California Gas Company	158485	2-inch gas pipeline	6489085.3541	1826111.9225
598	Southern California Gas Company	159786	26" gas pipeline	6506026.2447	1805834.344
599	Southern California Gas Company	160613	Underground 6" gas pipeline	6511776.5357	1782175.8667
600	Southern California Gas Company	163178	1-3/4" Gas Pipe in a 3" Casing		
601	Southern California Gas Company	164807	Uncased flammable gas pipeline crossing.		
602	Southern California Gas Company	175238	1-inch steel gas pipeline	6489087.189	1826061.3708
603	Southern California Gas Company	176764	1 1/4-inch gas service pipeline	6495888.1616	1776663.0021
604	Southern California Gas Company	176788	3" gas line	6489431.478	1820701.6706
605	Southern California Gas Company	190602	2" gas line	6488675.5166	1747371.8586
606	Southern California Gas Company	205454	4-inch gas pipeline	6493842.4413	1763957.2443
607	Southern California Gas Company	206954	1-2" Gas Service Crossing		
608	Southern California Gas Company	207315	16" gas line in 20" casing	6491948.0114	1805608.4055

609	Southern California Gas Company	207316	Replace a 16-inch pipe with a 4-inch gas line in an 8-inch smooth steel casing.	6493469.2954	1795512.259
610	Southern California Gas Company	207786	1-2" Gas Main in 6" Steel Casing		
611	Southern California Gas Company	20811	1-4" Iron Pipe		
612	Southern California Gas Company	208849	1-4" Steel Gas Pipe in 6" Casing		
613	Southern California Gas Company	211230	16" gas line	6489782.8258	1817568.5991
614	Southern California Gas Company	211775	20" gas line	6489484.5183	1819922.4064
615	Southern California Gas Company	24342	1-2" Steel Pipeline		
616	Southern California Gas Company	3268	2" gas pipeline	6499702.7521	1821245.5812
617	Southern California Gas Company	33092	6" Gas Pipelines		
618	Southern California Gas Company	34931	3-inch steel gas pipeline	6488414.5119	1746533.2821
619	Southern California Gas Company	36023	1 1/2-inch wrought iron gas pipeline	0	0
620	Southern California Gas Company	36024	A 16-inch wrought iron pipe for conveying gas.	6489408.0831	1821053.6265
621	Southern California Gas Company	36089	A 16-inch wrought iron pipe for conveying gas.	6489522.7187	1819355.3183
622	Southern California Gas Company	36091	A 16-inch wrought iron pipe for conveying gas.	6489486.4556	1819893.1938
623	Southern California Gas Company	36202	A 16-inch wrought iron pipe for conveying gas.	6489324.9799	1822287.3665
624	Southern California Gas Company	36906	1 1/2-inch gas pipeline encased in a 3-inch wrought iron pipeline	6489518.8201	1819413.7417
625	Southern California Gas Company	44228	6-inch standard weight gas pipeline	6488077.1799	1745450.9835
626	Southern California Gas Company	4846	4" gas pipeline	6511748.2329	1790600.0047
627	Southern California Gas Company	48971	1-6" standard weight Steel Pipe		
628	Southern California Gas Company	49428	2-inch standard steel gas pipeline	6489065.4955	1826916.169
629	Southern California Gas Company	51762	1-10" standard weight Steel Pipe		
630	Southern California Gas Company	58860	3" gas pipeline	6494480.8465	1787495.8636
631	Southern California Gas Company	64882	3-inch gas pipeline	6494222.3444	1789332.0135
632	Southern California Gas Company	65481	2-10 3/4" Steel Gas Pipelines in 12 3/4" Casings		
633	Southern California Gas Company	66427	Valve Vault & 8"-16" pipelines	6503538.6286	1808221.7149
634	Southern California Gas Company	66609	1-3" standard Steel Pipeline encased in a 50' section of Steel Pipe Casing for conveying Gas		
635	Southern California Gas Company	66881	1-3" Copper Pipeline encased in a section of 6" Steel Pipe Casing		
636	Southern California Gas Company	68120	16" gas line	6496154.418	1774403.1342
637	Southern California Gas Company	68195	A 4-inch steel pipeline encased in a 6-inch steel casing for conveying gas.	6491361.9256	1756383.5679
638	Southern California Gas Company	69955	8" gas line	6489532.8095	1819212.3192
639	Southern California Gas Company	7124	4" gas line		
640	Southern California Gas Company	75871	4" Gas Pipeline in 6" Casing	6507252.6652	1804621.6158
641	Southern California Gas Company	76729	6" gas line in 8" casing	6493321.8895	1796651.6822

642	Southern California Gas Company	77522	4" gas line in 6" casing	6492791.1048	1800645.8816
643	Southern California Gas Company	78708	8-inch standard steel pipe - gasoline encased in a 12-inch standard steel pipe	6490307.1797	1752647.5399
644	Southern California Gas Company	7983	1-2" Gas Pipe approx. 48' in length		
645	Southern California Gas Company	85892	1-inch gas pipeline encased in a 3-inch standard steel pipe coated with asphaltum	6495507.5925	1779623.7317
646	Southern California Gas Company	86513	3/4-inch gas service pipe encased in a 3-inch pipe coated with asphaltum	6489158.6741	1824755.11
647	Southern California Gas Company	89656	6" gas pipeline	6495498.8836	1779691.8871
648	Southern California Gas Company	90530	8" gas line	6495206.0967	1781973.9242
649	Southern California Gas Company	92070	1-inch gas service pipeline encased in a 3-inch standard steel pipe coated inside and out w/asphaltum	6489064.6933	1827021.2242
650	Southern California Gas Company	92810	30-inch welded steel pipe, encased in 36-inch steel pipe for gas	6492034.7825	1805133.0071
651	Southern California Gas Company	95501	1-inch standard steel gas pipeline in a 3-inch standard steel pipe	6489079.7451	1826286.936
652	Southern California Refining Company	162699	The installation, maintenance and operation of Lessee-owned reinforced concrete valve vault.	6491742.5141	1757605.6488
653	Southern California Telephone Company	53750	Placing 9 way tile duct conduit under tracks at Nadeu Street and Alameda St.		
654	Southern California Water Company	161331	10-inch water pipe within an 18-inch steel casing	6490937.1912	1811052.4143
655	Southern California Water Company	166667	A 12-inch C. I. water main within a 20-inch steel casing within Florence Avenue.	6490569.5424	1813232.8226
656	Southern California Water Company	72440	8-inch cast iron water pipeline in a 14-inch casing	6491021.0165	1810586.5668
657	Southern Pacific Pipe Lines, Inc.	110667	A 10-foot wide perpetual easement and right to construct, reconstruct, renew, maintain and operate pipe lines and appurtenances for the conveyance of petroleum or natural gas or products derived from either or both thereof.		
658	Southern Pacific Pipe Lines, Inc.	11974	A pipeline and appurtenances for the conveyance of petroleum or natural gas, or products derived from either or both thereof.		
659	Southern Pacific Pipe Lines, Inc.	142590	A perpetual easement and right to construct, operate and maintain a pipe line and appurtenances for the conveyance of petroleum or natural gas or products	6494691.3107	1785991.1619

			derived from either or both thereof.		
660	Southern Pacific Pipe Lines, Inc.	14260	A perpetual easement and right to construct, operate and maintain a pipeline and appurtenances for the conveyance of petroleum or natural gas or products derived from either or both from Del Amo Street to RR's San Pedro Main Line along RR's Stauffer Dril	6493259.8844	1762528.7876
661	Southern Pacific Pipe Lines, Inc.	155551	A five foot wide perpetual easement and right to construct, maintain & operate pipe lines and appurtenances for the conveyance of petroleum or natural gas or products derived from either or both thereof.		
662	Southern Pacific Pipe Lines, Inc.	178859	A perpetual easement for a 10-foot wide strip crossing in several locations for pipelines and appurtenances for the conveyance of petroleum or natural gas or products derived from either or both thereof.	6494528.5007	1766600.2085
663	Southern Pacific Transportation Company	HD-5435	Governs the use of Rail Corridor for the transportation of freight to and from the Ports pursuant to a Corridor Operating Agreement.		
664	SPT Co., SFRR Co., AT & SF RR Co, UPRR Co., The Ci	HD-5456	Alameda Transportation Corridor		
665	Standard Oil Company	10857	Pipe for transporting oil, gas or water	6494198.5919	1789516.539
666	Standard Oil Company	3923	10" Pipeline in 12" Casing	6511821.7853	1770090.093
667	Standard Oil Company	Audit No. 16184 R/W No. 27032-B 2895	Subsurface/Underground: 1 - Line not to exceed 12" for oil, petroleum, gas or water		
668	Standard Oil Company	R/W No. 27032-A	Subsurface/Underground: 1 - PL not to exceed 12" for Oil, Petroleum, Gas or Water		
669	Standard Oil Company of California	11800	a line of wire or wires for telegraph or telephone purposes beneath the tracks.	6494200.604	1789500.9183
670	Standard Oil Company of California	31741	A 12 1/2-inch steel casing containing pipe line for conveying oil, petroleum, gas or water.	6494223.098	1789326.1555

671	Standard Oil Company of California	31773	A steel casing containing a steel pipe not more than 12-inches in diameter for conveying oil, petroleum, gas or water.	6494198.2146	1789519.4678
672	Standard Oil Company of California	68798	One 12 3/4-inch steel pipe casing to contain smaller pipes for conveying oil, petroleum, gas, gasoline, water and other substances. The first pipe to be installed is an 8 5/8-inch oil pipe.	6485736.0694	1740901.444
673	Standard Oil Company of California	68974	1 Conduit or Casing 12" in diameter to contain smaller Pipes		
674	Standard Oil Company of California	90932	One conduit or casing 16-inches in diameter to contain smaller pipes for conveying oil, petroleum, gas, gasoline, water or other substances - the initial pipe is one 10 3/4-inch crude oil pipeline.		
675	State of California	106862	Underground Electrical Conduit btwn. 2 Traffic Signals		
676	State of California	46254	Highway overhead structures and highway slopes - Artesia St.		
677	State of California	61661			
678	State of California DPW	166840	Easement for an overpass and grade crossing for a public highway		
679	State of California DPW	40663	Easement for highway purposes - Alameda & "N" Street. Expanding existing easement 40 feet both north and south N street.		
680	State of California, Div. of Highways	133214	Auto. Crossing Protect. Gates w/flashing Light Signals		
681	Stauffer Chemical Company	168099	A 6-inch storm drain pipe within a 12-inch casing.	6494153.9102	1764954.5734
682	Stauffer Chemical Company	86014	a 10-inch sewer pipe line encased in a 20-inch steel casing.	6505690.605	1806156.2826
683	Sun Oil Company (Delaware)	101480	2 7/8" - 4 1/2" crude oil & water lines	6490519.3112	1744328.2702
684	Sun Oil Company (Delaware)	101620	1-10 3/4" Crude Oil Pipeline; 1-8 3/8" Water Line; 1-24 pair Communication Cable in existing 36" Conduit		
685	Sun Oil Company (Delaware)	104267	2 7/8"-4 1/2" oil pipelines	6490512.4608	1744324.5513
686	Sun Oil Company (Delaware)	130922	3 1/2" - 6 -5/8" gas, oil & water lines		
687	Sun Oil Company (Delaware)	131017	Existing oil pipeline in casing		
688	Sun Oil Company (Delaware)	169779	1-4" Oil Pipeline and 1-3" Gas Pipeline		
689	Sun Oil Company (Delaware)	176333	7/8 - inch water injection line within a 6 5/8 - inch steel casing.	6488559.048	1746996.9695

690	Sun Oil Company (Delaware)	176335	4-2 7/8" and 1-6 5/8" Production Lines; 1-2 7/8" Water Injection Lines and 1-3 1/2" Power Fluid Line		
691	Sun Oil Company (Delaware)	176336	One 4 1/2-inch water injection line and one 6 5/8-inch production line, within a 20-inch steel casing.	6485877.4153	1741053.8843
692	Sun Oil Company (Delaware)	176337	2 7/8" - 4 1/2" -inch production, fluid & water injection lines within steel casings	6485712.7876	1740876.9119
693	Sun Oil Company (Delaware)	176338	One 2 7/8 - inch production and water injection pipeline within a 16" casing and	6488314.4724	1746212.5361
694	Sun Oil Company (Delaware)	176339	One 2 7/8-inch water injection pipeline within a 6 5/8-inch steel casing	6488115.7025	1745574.7476
695	Sun Oil Company (Delaware)	176340	2 7/8-inch production line in a 14-inch casing	6487951.5145	1745046.2854
696	Sun Oil Company (Delaware)	176341	5/8-inch pipeline - production within a 28-inch casing	6487647.2306	1744075.8697
697	Sun Oil Company (Delaware)	176342	4 1/2-inch pipeline - water injection.	6488084.5952	1745474.782
698	Sun Oil Company (Delaware)	176803	2 3/8" & 2 7/8" longitudinal Production and Power Water Line		
699	Sun Oil Company (Delaware)	176804	2 7/8" & 3 1/2-inch production and power water lines	6488307.1076	1746188.7218
700	Sun Oil Company (Delaware)	176831	2 3/8" & 2 7/8" diameter production and water pipelines		
701	Sun Oil Company (Delaware)	177958	Underground pipeline crossing: w/ a 30" steel casing and a 14" steel casing containing various size carrier pipes for transmitting oil, gas and water.		
702	Sun Oil Company (Delaware)	7061	3" oil lines & 2" water line in 12" casings		
703	Sunset International Petroleum Corporation	4335	a 6-inch oil pipe line	6489183.0379	1824398.8433
704	Sunset Oil Company	43667	a 6 5/8-inch oil pipeline encased in an 8 5/8-inch casing - multiple crossings.	6485918.1849	1741100.1601
705	Sunset Oil Company	67904	6 5/8-inch oil pipelines encased in an 8 5/8-inch casings - multiple crossings.	6488084.5952	1745474.782
706	Susan Murat Mischel & Mary Murat	171351	A license for the maintenance and non-exclusive use of an existing private road crossing.	6498801.105	1763799.9438
707	Tesoro Refining and Marketing Company LLC	JRP 10-02	One 9' 6" conveyor tunnel (10' 5" vault)	6490487.4516	1753777.5928
708	Tesoro SoCal Pipeline Company LLC	JRP 09-16	Subsurface: Various 4-18" oil, gasoline, fuel oil, storm drain, dark products, petroleum products, refined products, water, firewater, sewer, air	6492923.2676	1747090.408

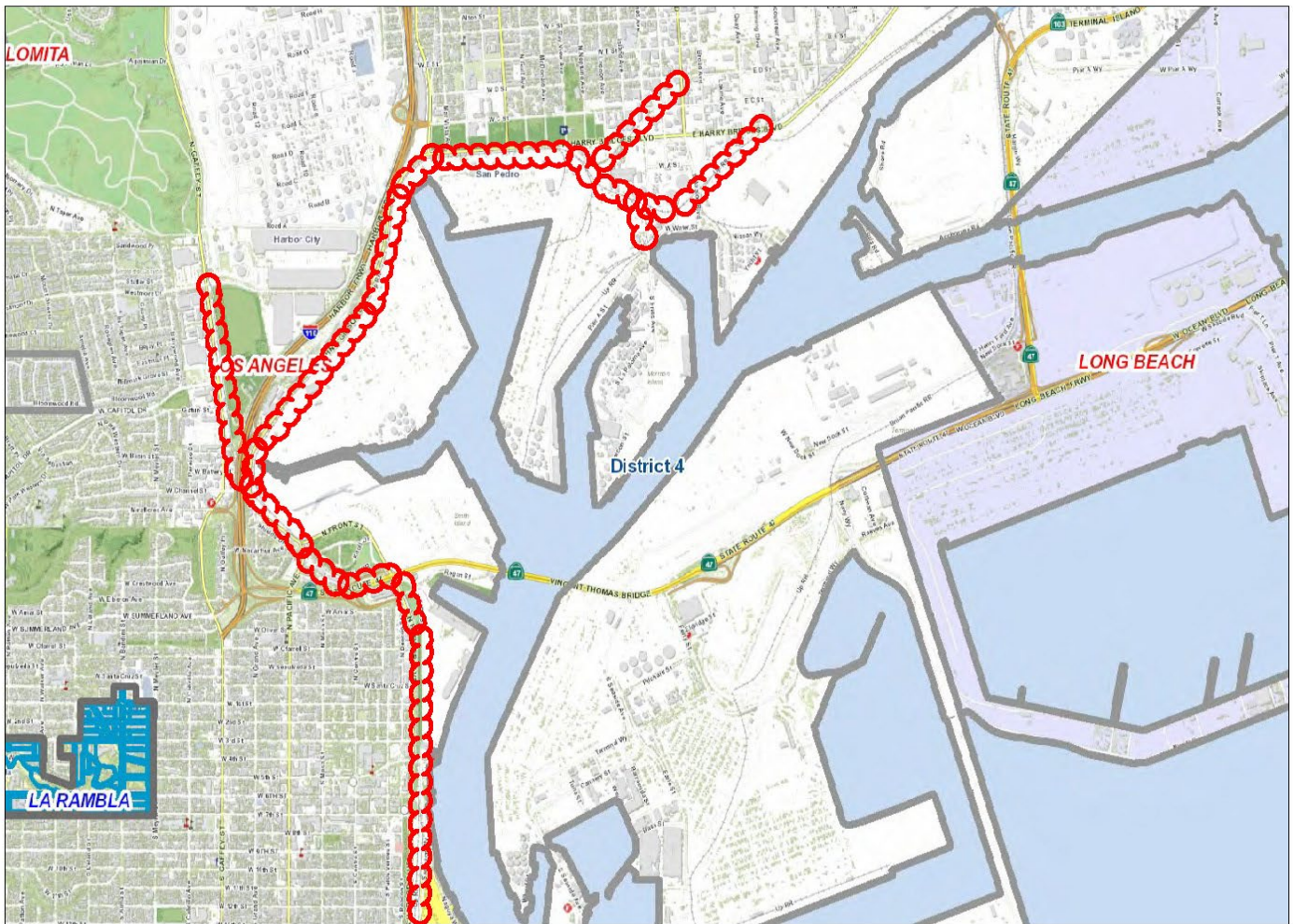
			pipelines, and electrical & communication lines		
709	Tesoro SoCal Pipeline Company LLC	JRP 17-17		6494420.4155	1810679.8133
710	Tesoro SoCal Pipeline Company LLC	R2009-1	Three 12" petroleum products pipelines	6494375.7313	1751133.1873
711	Texaco Calif. Pipelines, Inc.	8919			
712	Texaco Refining and Marketing, Inc.	106326	3.5-8.6" oil & gas pipelines	6494397.6584	1751399.0759
713	Texaco Refining and Marketing, Inc.	120594	Powerlines		
714	Texaco Refining and Marketing, Inc.	125501	1-3" air line, 2-3" steam condensate lines, 2-4" lube oil lines & 2-8" steam lines		
715	Texaco Refining and Marketing, Inc.	133033	Track extension to serve sales terminal & mfg. plant		
716	Texaco Refining and Marketing, Inc.	50159	Three electric supply lines.		
717	Texaco Refining and Marketing, Inc.	66118	12" water pipeline		
718	Texaco Trading and Transportation, Inc.	52222	4-6" gasoline, diesel & kerosene pipelines		
719	Texaco Trading and Transportation, Inc.	79847	1-8" Oil Line, 3-6" Lines, 1-4" Line		
720	Texaco, Inc.	110134	1-24' Pipe with 30" Casing, 1-14" Pipe with 18" Casing, 1-16" Pipe with 20" Casing. Each Casing 147' long.		
721	Texaco, Inc.	153334	8-inch storm drain pipes		
722	Texaco, Inc.	155308	8-8" longitudinal Petroleum Pipelines		
723	Texaco, Inc.	156030	21-foot wide pipe bridge (O.H. pipe trestle).		
724	Texaco, Inc.	161393	Private roadway across the tracks and upon property of Railroad.	6487710.9979	1744274.5258
725	Texaco, Inc.	165084	An overhead communication wire line attached to poles owned by Railroad.	6490025.3732	1751702.2639
726	Texaco, Inc.	198453	8-inch gas pipeline within a 12-inch casing	6485411.0297	1740578.0601
727	Texaco, Inc.	34374			
728	Texaco, Inc.		6-inch steel oil pipe	6489456.9613	1749878.9943
729	Texaco, Inc.	3943			
730	Texaco, Inc.	64661	6-10 inch steel pipelines for conveying kerosene, deisel, gasoline and fuel oils.	6488312.9996	1746207.773
731	Texaco, Inc.	68800	1-8 5/8" Steel Oil Pipeline encased in a 50' section of 12 3/4" steel Pipe Casing		
732	Texaco, Inc.	73458	6-inch oil pipeline in a 10-inch casing.	6488697.9293	1747443.653
733	Texaco, Inc.	75702	1-4" standard Steel Oil Pipeline encased in 50' section of 8" standard Pipe Casing		
734	Texaco, Inc.	79925	10-inch crude oil pipeline in a 14-inch casing.	6489436.2146	1749812.6421
735	Texaco, Inc.	8919	One 10-inch oil pipeline	6488999.3903	1749269.9145

736	Texaco, Inc.	94897	Pipelines in 90' of 12" casing	6490516.6097	1744326.9654
737	The A.T. & S. F. Railway Company	86380	18-inch drainage water pipeline		
738	The City of L.B. and The City of L.A.	HD-5434	All of the right, title and interest in the real property known as the Corridor Land, a portion of the San Pedro Land, a portion of the PE Land, a portion of the Highway Land, all fixtures, all of the Leases and Agreements, two radio frequencies and all		
739	The Oil Shale Corporation (TOSCO)	714637	A license to construct and maintain an 18-inch longitudinal concrete waste water pipeline including appurtenances.	6491516.7636	1756881.0925
740	The Texas Company	50160	36 pipelines		
741	The Texas Company	51027	Maintain and operate railroad crossing serving refinery.		
742	The Texas Company	60818	Subsurface/Underground: 1 - 6 5/8" O.D. Dry Gas PL in 10" Casing; 1 - 6 5/8" O.D. Crude Oil PL in 10" Casing; 1 - 3 1/2" O.D. Gasoline PL and 1 - 8 5/8" O.D. Crude Oil PL in 12" Casing		
743	Thums Long Beach Company	171573	A 30-inch gas pipeline	6481364.7947	1737326.0574
744	Titan Terminals & Transport, Inc.	R2001-3	Unloading of hazardous and non-hazardous products.	6504647.6983	1807156.9565
745	U.S. Army Corps of Engineers	135639	Catch basin, 12-inch C.M.P. pipeline and repairs to concrete embankment	6495995.1933	1760008.4783
746	Ultramar, Inc.	103380	Overhead Pedestrian Walkway		
747	Ultramar, Inc.	105627	Underground: 1 - 6 5/8" Hydrogen Pipeline, 1 - 10 3/4" Carbon Dioxide Pipeline, 1 - 8 5/8" Fuel Gas Pipeline, 1 - Communication Cable 3" x 20' Galvanized Steel Conduit		
748	Ultramar, Inc.	105742	6" butane/petroleum products pipelines	6489273.7907	1742446.7309
749	Ultramar, Inc.	190618	1-8" Underground Oil Pipeline Crossing		
750	Union Oil Co. of Calif./Crimson	R/W No. 059674			
751	Union Oil Company of CA dba Unocal	175213	A 42-inch petroleum and /or petroleum products pipeline within a 48-inch casing.	6489570.506	1750243.067
752	Union Oil Company of CA dba Unocal	710164	12-inch petroleum products pipelines	6489642.621	1750474.415
753	Union Oil Company of California	169868	12-15" corrugated Iron Pipes to house Petroleum and Water Pipelines and Electrical Conduits		
754	Union Oil Company of California	31011	1-8" lap-welded screw joint Steel Pipe		

755	Union Oil Company of California	4801	A 6-inch gasoline pipeline.	6491881.1188	1758545.7407
756	Union Oil Company of California	712352	12" Underground Pipeline		
757	Union Oil Company of California	98174	Line of Wire(s) for Telephone or Telegraph purposes		
758	Union Pacific Land Resources	14270-13 UPLRC No. 636	Subsurface/Underground: 1 - 6" & 1 - 8" PL and Beta Injection Unit		
759	Union Pacific Railroad Company	102612	12 Pipelines		
760	Union Pacific Railroad Company	134711			
761	Union Pacific Railroad Company	151257	Light Rail Transit System		
762	Union Pacific Railroad Company	152093	4 Underground Oil/Gas Pipelines		
763	Union Pacific Railroad Company	168352	An overhead communication cable attached to poles owned by Railroad.	6494651.902	1786297.5396
764	Union Pacific Railroad Company	74402			
765	Union Pacific Resources Co.	144712	1 Underground Steam Pipeline and 1 Oil/Water Pipeline		
766	Union Pacific Resources Co.	196101	1-8" right angle Crude Oil Pipeline		
767	United Ready Mixed Concrete Company, Inc.	72091	Automobile parking	6507314.3911	1804544.4794
768	United States of America	53831	A 6-inch fuel pipeline.		
769	United States of America	73473	Easement and right-of-way for operating, maintaining, repairing, renewing and removing an existing 6" oil pipeline.		
770	Unocal California Pipeline Company	3948	10" oil pipeline	6511796.2315	1776918.9573
771	Unocal Corporation	10277	2-8" Steel Oil Pipes 0.375" thick encased within 12" steel Casings 0.25" thick		
772	Unocal Corporation	115822	1-12" Steel Pipe in 16" Steel Casing with minimum wall thickness of 1/4"		
773	Unocal Corporation	20943	3-12" Petroleum Products Pipelines		
774	Unocal Corporation	74541	6" gas pipeline in 8" casing	6511816.7161	1771588.6838
775	UPRR Co., MCI Telecommunications Corp.	2047	Construct and maintain a fiber optic telecommunications transmission system.		
776	UPRR Co., Qwest Communications Corp., The City of	2048	Construct, operate and maintain a fiber optic telecommunications transmission system.		
777	UPRR, Sprint Communications Co., The City of LB &	2203	Construct, operate and maintain a fiber optic telecommunications transmission system.		
778	Valero Energy Corporation	191916	1-12" longitudinal Oil Pipeline		
779	Valero Refining Company-California	JRP 20-14	Access and Parking		
780	Valero Wilmington Refinery	HD-7090	Surface: Retaining wall and drainage system		
781	Vopak Terminal Los Angeles, Inc.	169402	Private Road Crossing for Emergency Vehicles	6491914.2519	1744528.5699
782	W. A. Woods Industries, Inc.	98735	Storage and scale site	6509053.4522	1800241.8115

783	W. A. Woods Industries, Inc.	98975	20' private road	6509119.3875	1800057.6567
784	W. S. Bullis	23362	12-inch water pipeline	6493427.0124	1795837.2101
785	Walter P. Phillips & Velma J. Phillips	79999	A 6-inch sewage pipeline	6501917.936	1765075.0918
786	Warren Resources of California, Inc.	NWU 3-9	1 Water Monitoring Well		
787	Watson Energy Facility No. 1	182606	Easements to construct and maintain a private roadway.		
788	Watson Energy Systems, Inc.	185289	6-inch water pipeline in a 12-inch casing	6489186.594	1749011.456
789	Watson Land Sales	203141	Longitudinal drainage easement along with a roadway on the site of the existing drain ditch which is to be filled.	6495341.3442	1769257.9874
790	Watson Land Sales, dba Watson Industrial Propertie	163158	Leased premises shall be used solely for the planting and care of a lawn and for the installation and maintenance of two 6-foot high by 40-feet long concrete or masonry entrance walls.	6495412.5392	1769608.424
791	WC Auto Body of South Gate	88250	A lease for storage and access purposes.	6506130.7153	1805734.2041
792	Western Exterminator Company	104520	Private driveway	0	0
793	Western Union Telegraph	106175	Overhead telegraph line crossing	6500183.094	1812229.9834
794	Westoil Terminals Co.	98269	6-inch oil pipeline.	6490304.5964	1752631.7503
795	William A. Bowers	88440	6" Sewer Line	6501917.936	1765075.0918
796	William W. Bruck	77401	Fence and Gate on railroad property	6508147.7333	1802786.7487
797	Williams Communications, Inc., dba VYVX, Inc.	R2000-1	22,320 lineal feet of 1-inch fiber optic cable in a 4-inch steel conduit.		
798	Willis H. & Anita M. Freeman	178484	Access roadway purposes and for the open storage of materials.	6489532.9427	1827665.3988
799	Wilmington Liquid Bulk Terminals, Inc.	193376			
800	Worldcom Network Services	3943	6" Pipeline		
801	XO California, Inc.	R1997-2	Maintain aerial fiber-optic crossing.	6511789.6873	1778657.1218
802	Xtra Energy Corporation	133348	6" CO2 pipeline in 12" casing	6490505.3804	1744320.4142
803	Xtra Energy Corporation	196113	6-inch carbon dioxide tertiary oil recovery pipeline within a 10-inch casing	6488655.5354	1747307.7901

ATTACHMENT NO. 3 **POLA-OWNED RAILROAD PROPERTY MAP**



0 1,505 3,009 Feet



Created in GIS-NET Public

Exhibit A

Printed: 1/15/20

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ATTACHMENT NO. 4
POLA-OWNED PROPERTY CONTRACTS

No.	TENANT	AUDIT/ PERMIT NO.	FACILITY	LOCATION	
				LONGITUDE	LATITUDE
1	BP No. American Trading Co.	198083	1-6", 1-10", 1-12", 1-16" Pipelines	-118.2895947	33.75447064
2	BP No. American Trading Co.	199791		Not Mapped	
3	BP No. American Trading Inc.	189746	1-12" Oil Pipeline in 16" Casing	-118.2907517	33.76048587
4	Chevron USA, Inc.	7851	Used for Concrete Wall and Rip Rap	-118.2918906	33.75868395
5	Chevron USA, Inc.	8044	Pipes in a 16" Casing	-118.2919086	33.7561883
6	Chevron USA, Inc.	8165	1-4" Oil Pipe in 8" Casing	-118.2919082	33.75618725
7	Chevron USA, Inc.	158349	1-4", 2-8", 2-10", 2-12" Pipelines	-118.2891991	33.75312401
8	Chevron USA, Inc.	4966	1 Pipeline enclosed in 16" Casing	-118.2915985	33.75580407
9	Chevron USA, Inc.	5277	2 lines of Pipe enclosed in 16" Casing	-118.2915985	33.75580407
10	Colony Cable of Harbor City	203339	Overhead Cable Television Conduit	-118.2580327	33.77099272
11	Colony Cable of Harbor City	199815	1-0.75" Coax Cable	-118.2652198	33.77156537
12	Colony Cable of Harbor City	199827	1-0.75" Coax Cable	-118.2675129	33.76934098
13	Colony Cable of Harbor City	199828	1-0.75" Coax Cable	-118.2654793	33.77151975
14	Colony Cable of Harbor City	201170	1-0.75" Coax Cable	-118.2876518	33.7518552
15	Colony Cable of Harbor City	201173	Overhead Cable Crossing	-118.2890137	33.75693666
16	Colony Cable of Harbor City	199809	1-0.75" Coax Cable	-118.290166	33.75449058
17	Colony Cable of Harbor City	199814	1-0.75" Coax Cable	-118.2920123	33.75852532
18	Colony Cable of Harbor City	203349		Not Mapped	
19	Copley/Colony Cable of Harbor City	203360	1-6M Strand Cable	-118.2909073	33.75419913
20	Exxon Co. USA	169460	2-3" Longitudinal Crude Oil Pipelines	-118.2644938	33.77094881
21	Exxon Co., USA	168348		-118.2564173	33.77172452
22	Fletcher Oil	182504	1-8" Low Sulphur Fuel Oil Pipeline	-118.265907	33.7683671
23	Gannett Outdoor Co. of So. Calif.	159981	1-12' x 25' single faced Poster Panel	-118.2888578	33.75299083
24	GATX Terminals Corp.	7992	4-6" Valve Pipes, 1-6' x 10' x 3' Wooden Box	-118.2639401	33.77260203
25	General Outdoor Advertising Co.	13989	1-10x24' unilluminated Painted Advertising Bulletin	-118.2886296	33.75203583
26	Golden Eagle Refining	164803	1-6" Petroleum products Pipeline within 10" Casing	-118.2773732	33.7709202
27	Los Angeles City	12452	Right of Way Storm Drain	-118.2923875	33.76047494
28	Los Angeles City	5483	1-8" or 10" Cast Iron Pipe for transporting Water	-118.2794281	33.73966012
29	Los Angeles City	10469	2 Roadway Crossings	-118.2792527	33.73899403
30	Los Angeles City	11823	1 Storm Drain	-118.292159	33.7579616
31	Los Angeles City	159334	1-Underground longitudinal Drainage Pipeline	Longitudinal (multiple points)	
32	Los Angeles City	28391		Not Mapped	

33	Los Angeles City Bd. of Public Service Commissioners	32673	1 Electrical Wire	-118.2797641	33.73939502
34	Los Angeles City Bd. of Public Service Commissioners	5301	2 Overhead Electrical Wires	-118.2799224	33.749285
35	Los Angeles City Bd. of Public Service Commissioners	5427	1 Overhead Electrical Line	-118.2913003	33.7606105
36	Los Angeles City Dept. of Public Works	55146	1-36" Sewer Force Main Crossing	-118.2805804	33.74939552
37	Los Angeles City Dept. of Public Works	13509	1-2" I.P. Conduit	-118.2904958	33.7544702
38	Los Angeles City Dept. of Public Works	198729	1-24" Sewer Force Main within a 54" Casing	-118.2647239	33.77178667
39	Los Angeles City Dept. of Public Works	13516	1-8" Sewer Line	Not Mapped	
40	Los Angeles City Dept. of Public Works	9653	1-6" Steel Water Pipe Crossing	-118.2919878	33.75856542
41	Los Angeles City DWP	3171	For Electricity transmission along RR tracks, Right of Way and Station Grounds	Not Mapped	
42	Los Angeles City DWP	6792	3-#6 Primary Wires carrying 4600 Volts	-118.2794939	33.73479886
43	Los Angeles City DWP	7999	3 KV Power Lines	-118.2796244	33.73232254
44	Los Angeles City DWP	10288	1 Water Pipeline	-118.2804447	33.73857534
45	Los Angeles City DWP	40629	1-20" Cast Iron Water Pipe encased in 30" #8 gauge riveted Steel Pipe	-118.2798663	33.73818031
46	Los Angeles City DWP	79255	1 Overhead Wire for transmission of Electricity for Lighting and/or Power purposes	-118.2790037	33.73200973
47	Los Angeles City DWP	153100	Underground Power Wire(s)	-118.2665044	33.77046934
48	Los Angeles City DWP	79252	Conductors for transmission of Electricity for Lighting and/or Power purposes	-118.2799583	33.73248091
49	Los Angeles City DWP	155340	1 Overhead Electrical Wire Line Crossing	Not Mapped	
50	Los Angeles City DWP	210189	1-16" Water Pipe within a 24" Casing	-118.2561433	33.77142724
51	Los Angeles City DWP	16216	Conductors for transmission of Electricity for Power and or Lighting purposes	-118.2794655	33.74006411
52	Los Angeles City DWP	174478		Not Mapped	
53	Los Angeles City LA 7210	61928		Not Mapped	
54	Los Angeles Co. Flood Control District	161611	1 Covered Storm Drain	-118.2914872	33.7569486
55	Los Angeles Co. Flood Control District	13121	1 Covered Storm Drain	-118.2868302	33.75119592
56	Metropolitan Outdoor Advertising Co.	159150	1 Unilluminated Display, 72 sq. ft.	-118.2883835	33.75217707
57	Mobil Oil Corp.	6327		-118.2665503	33.76999805
58	Mobil Oil Corp.	13501	1-36" longitudinal Oil Pipeline	Not Mapped	
59	Mobil Oil Corp.	167919	1-8" Petroleum Products Pipeline within 12" Steel Casing	-118.263735	33.77331293

60	Mobil Oil Corp.	179142	1-24" Oil Distribution Pipeline Crossing and longitudinal Encroachment	-118.2681672	33.76978127
61	Mobil Oil Corp.	204443	Approx. 525' of 10" and 6" Crude Oil Pipelines	-118.2674857	33.7693902
62	O'Donnell Oil, LLC	JRP 16-18		Not Mapped	
63	Pacific Telephone and Telegraph Co.	13549	1 Buried Cable	-118.2920331	33.75785925
64	Pacific Telephone and Telegraph Co.	13814	1 Overhead Wire Crossing	-118.2795251	33.73522095
65	Pacific Telephone and Telegraph Co.	88595	1 Overhead Telephone Crossing	-118.25965	33.77001221
66	Reagan, Edward Joseph	211352	Smog Inspection Station with Parking	-118.2915346	33.75849809
67	Shell Oil Co.	167506		Not Mapped	
68	So. Cal. Gas Co.	79260	1-6" Standard Steel Pipeline	Not Mapped	
69	So. Cal. Gas Co.	149359	1-3" Steel Gas Pipe in 5" Steel Casing	-118.2799675	33.73738203
70	So. Cal. Gas Co.	151045	1-16" Steel Gas Pipeline within 20" Steel Casing	-118.2910433	33.7537535
71	So. Cal. Gas Co.	207337	1-3" Gas Main in 6" Steel Casing	-118.2641986	33.76615483
72	So. Cal. Gas Co.	195612	1-3/4" Steel Gas Main Crossing	-118.2652072	33.77116268
73	So. Cal. Gas Co.	201152	1-1" Steel Gas Service Line in 3" Casing	-118.2867627	33.75896698
74	So. Cal. Gas Co.	206954		-118.2701798	33.77086997
75	Southern California Telephone Company	8314	A Pole, an Anchor and an Underground Conduit for transmission of Electricity	-118.2870182	33.75115968
76	Southern Counties Gas Co.	5302	1 Underground 3" Pipe	Not Mapped	
77	Southern Counties Gas Co.	75824	1-1 1/2" Copper Pipe to be inserted in a 2" standard Steel Pipe	-118.279388	33.73969489
78	Standard Oil Co.	3144	3-Longitudinal Oil, Gas or Water Pipelines	Longitudinal (multiple points)	
79	Standard Oil Co.	7027	1-8" Oil Line in Pipeline not to exceed 14" through which will be run smaller Pipes for conveying Gas, Oil, Petroleum and/or Water	-118.2898112	33.75324458
80	Standard Oil Co.	4968	1 Line of Pipe in 16" Casing	-118.2898115	33.7532459
81	Standard Oil Co.	9787	60' x 80' Parcel for Pipeline	-118.2907042	33.75463328
82	Todd Pacific Shipyards Corp.	193352	1 Underground 6" Sewer Line	-118.2881502	33.7522313
83	U.S. Navy	204284	2-18" Fuel Pipelines within 24" Casings	-118.2816076	33.74953605
84	Ultramar, Inc.	714493	1-8" Fuel Pipeline	-118.2641856	33.76705971
85	Ultramar, Inc.	714512	1-8" Naphtha Fuel Pipeline Crossing	-118.2665532	33.7696543
86	Ultramar, Inc.	714684	1-8" Fuel Pipeline	-118.2656382	33.76922897
87	Union Oil Co. of Calif.	98174		Not Mapped	
88	Unocal Corp.	712796	1-12" Petroleum Pipeline	-118.2641856	33.76705971
89	Van Camp Sea Food Co.	18812	1-2" Iron Pipeline	-118.2790742	33.73207719
90	Wilmington Liquid Bulk Terminals, Inc.	714339	Overhead 240V Power Line	-118.260964	33.76902857