

L I C E N S E

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, ("Licensor" or "Department"), for and in consideration of the keeping and performance by Licensee of the terms and conditions hereof, gives permission to the PORT OF LOS ANGELES, and its agents, employees, contactors, and sub-contractors, ("Licensee"), whose address is 425 South Palos Verdes Street, San Pedro, CA, to use certain real property, which is owned by the City of Los Angeles and under the control and jurisdiction of said Department, for the purpose of conducting environmental testing and groundwater sampling over a portion of the Department's Harbor Generating Station Tank Farm Skim Pond as depicted on Exhibit A attached hereto, and made a part hereof (the "Licensed Area"). The Department finds that: (1) the Licensed Area is not presently needed for Departmental purposes; and (2) the grant of the License Agreement ("License") will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use the Licensed Area for the public purposes to which it now is and may, at the option of Licensor, be devoted. Licensee undertakes and agrees to use the Licensed Area and to exercise this License jointly with Licensor, and will at all times exercise the permission herein given in such manner as will not interfere with the full use and enjoyment of the Licensed Area by the Department.
2. Licensee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said Department in the Licensed Area, and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Licensed Area shall be referable solely to the permission herein given.
3. This License Agreement shall commence upon Board of Water and Power approval or approval by Board of Water and Power's authorized designee and terminate five (5) years thereafter.
4. Licensee shall perform a physical underground utility and piping survey, and notify and obtain clearance from the Underground Services Alert prior to any work activities.
5. Licensee shall ensure that all investigation-derived waste be containerized, labeled, and removed from Department property upon completion of soil boring and well installation.

6. Licensee shall have a contingency plan to prevent oil from entering the boreholes during boring in case of tank rupture.

7. Boreholes abandonment and well construction and packing must be water and oil tight to prevent oil seepage.

8. Licensee shall, at no cost to the Department, provide a copy of any and all boring logs, well completion documents, RFI report, and ongoing groundwater monitoring reports to:

Department of Water and Power
Wastewater Compliance
Attn: Katherine Rubin
111 North Hope Street, Room 1213
Los Angeles, CA 90012

9. Regardless of the manner or duration of use or occupancy of the Licensed Area by Licensee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this License may be terminated at any time without cause for any reason or no reason at all at the option of the Department by giving 90 days' notice of termination. Any notice hereunder to Licensee shall be given by delivering the same to Licensee personally, or by mailing the same addressed to Licensee at the address above given, or to such other address as Licensee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

10. Licensee shall notify the Department of any changes in Licensee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Section of said Department or by sending such notice by mail addressed to:

Department of Water and Power
Real Estate Services
221 N. Figueroa Street, Suite 1600
Los Angeles, CA 90012

11. This License may be immediately revoked by the Department in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Licensee personally or by mailing the same to Licensee. Failure by the Department to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

12. Upon any termination of this License, Licensee shall surrender the Licensed Area in a neat and clean condition. Licensee shall complete restoration of

the Licensed Area to its original condition or better prior to termination of this License. Licensee shall call the Department's Real Estate Services, (213) 367-0564, to make arrangements for a field inspection of the Licensed Area following its restoration by Licensee. If the Department determines that restoration has not been completed upon expiration or termination of this License, the Department may restore the Licensed Area entirely at the risk and expense of the Licensee.

The Department will bill the Licensee for the full cost for said restoration and Licensee shall promptly pay the Department for the restoration costs.

13. All work done, pursuant to the terms of this License, shall be done in accordance with the terms and conditions specified in ordinances, statutes, permits, and regulations governing such instances; and the provisions of such ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein.

14. Licensee shall follow and adhere to all requirements set forth in the Department's Generation Business Unit's Non-DWP Worker Safety Guidelines marked Exhibit B, attached hereto, and made a part hereof.

15. (a) Licensee hereby acknowledges and represents that it has inspected the Licensed Area, knows the condition thereof, and on behalf of itself and its successors, assigns, and contractors undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, assigns, and employees (individually and collectively, "Indemnitees"), and at the option of the City Attorney's Office, defend by counsel satisfactory to the City Attorney's Office, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including consequential, incidental, or indirect), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the indemnitees, for death, bodily injury or personal injury to any person, including Licensee's employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of or connected in any manner with the acts, errors, omissions to act, willful misconduct, or nonperformance or breach by Licensee of any term and/or condition of this License Agreement, incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Licensed Area, on the part of the Licensee, or the Licensee's officers, agents, employees, or contractors of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Department of Water and Power. This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License.

(b) Licensee on behalf of itself and its successors, assigns sub-Licensees further undertakes and agrees to indemnify and hold harmless. the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees") , and at the option of the Licensor, defend by counsel satisfactory to the Licensor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, (including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Licensee, employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Licensee of any term and/or condition of this License Agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Licensee or its personnel with respect to the Licensed Area, on the part of the Licensee, or the Licensee officers, agents, employees, or sub-Licensee of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Department of Water and Power. This indemnity shall apply whether occurring during the term of this License Agreement and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this License.

16. INSURANCE

(a) additional Insured Status Required

Licensee shall procure at its own expense, and keep in effect at all times during the term of this License Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Licensee's negligent acts, errors, or omissions in its performance of the License Agreement, hereunder or other related functions performed by or on behalf of Licensee. Such insurance shall not limit or qualify the liabilities and obligations of the Licensee assumed under the License Agreement.

(b) Separation of Insured's and Cross Liability Required

Each specified insurance policy shall contain a Separation of Interest and Cross Liability clause and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this License Agreement with the City of Los Angeles.

(c) Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the negligent acts, errors, or omissions of Licensee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Licensee. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Licensee's insurance is primary for all purposes despite any conflicting provision in the Licensee's policies to the contrary.

(d) Proof of Insurance for Renewal or Extension Required

Licensee shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Requirement page showing that the insurance coverage has been renewed or extended and shall be filed with the Department.

(e) Submissions of Acceptable Proof of Insurance and Notice of Cancellation

Licensee shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by use of Department's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the Department prior to Licensee beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by first class mail to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The notification shall be sent by first class mail to: The Risk Management Section, Los Angeles Department of Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

(f) Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, Licensee shall, at the policy expiration date following completion of work, provide evidence that

the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the License Agreement with the same limits, terms and conditions of the expiring policy.

(g) Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the License.

- (h) It is hereby acknowledged that Licensee is self-insured and maintains a program of self-insurance sufficient to meet its responsibilities under this agreement. Licensee shall provide written notice, within thirty (30) calendar days prior to the effective date thereof, if there is a cancellation, or material change in retention amounts related to their self-insurance program. Notice shall be sent by mail to the Risk Management Section of the LADWP.
- (i) Licensee shall have an affirmative duty to assure that independent contractors and subcontractors comply with the terms of this License Agreement as appropriate for their respective scopes. Licensee shall be solely responsible for its independent contractors and subcontractors.
- (j) Licensee shall cause its subcontractors to maintain insurance coverage consistent with the insurance requirements listed in Attachment A.

17. Licensee shall pay for all materials placed upon, joined, or affixed to the Licensed Area by or at the instance of Licensee, shall pay in full all persons who perform labor upon the Licensed Area at the instance of Licensee, and shall not cause or permit any liens of any kind or nature to be levied against the Licensed Area for any work done or materials furnished thereon at the instance or request of Licensee. Licensee shall provide the Department notice in writing of any liens levied against the Licensed Area. Licensee shall have 15 days to cause the removal of any such liens and if such liens are not removed, the Department may pay any amount owed and cause their removal. Department may bill the Licensee for the amount paid out by the Department in removing such liens. Licensee shall have 15 days to repay the funds expended by the Department necessary to remove such lien. Failure to comply with the requirements of this section shall be considered a default and Department shall have the right but not the obligation to terminate this License.

18. Licensee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

19. Licensee shall not use any existing utility system prior to the transfer of financial responsibility to Licensee with the appropriate utility company supplying existing service.

20. This License and permission herein given is personal to Licensee and is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

21. Licensee hereby acknowledges that this License is a license only and does not constitute a lease of or any interest in real property.

22. Licensee, by executing this License and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Licensee will be responsible for payment of any property taxes upon such right. Licensee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

23. Licensee is hereby notified that facilities of other licensees of the Department may exist on the Licensed Area. Licensee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

24. Licensee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes.

25. During and upon termination of the License for whatever reason, the Licensee shall be responsible, to the extent caused by or introduced onto the Licensed Area as a result of its use by Licensee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Licensed Area, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.] ; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.] ; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.] ; the Toxic Substances Control Act [15 USCS §§2601 et. seq.] ; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.] ; the Insecticide, Fungicide,

Rodenticide Act [7 USCS §§136 et. seq.] ; the Superfund Amendments and Reauthorization Act [42 uses §§6901 et. seq.] ; the Clean Air Act [42 uses §§7401 et. seq.] ; the Safe Drinking Water Act [42 USCS §§300f et. seq.] ; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.] ; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et. seq.) ; the Emergency Planning and Community Right to Know Act (42 uses §§11 001 et. seq.) ; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.] the California Hazardous Substances Account Act (H&SC §§25300 et. seq.) ; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.] ; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et. seq.) ; the Porter-Cologne Water Quality Act (Wat. C. §§13000 et. seq.) together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over.

Dated JAN 15, 2019

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

APPROVED:

Andrew C. Kendall
ANDREW C. KENDALL
Senior Assistant General Manager -
Power System
Construction, Maintenance, and Operations

DAVID H. WRIGHT
GENERAL MANAGER

By Bradley J. Hudson
Bradley J. Hudson
Chief Administrative Officer –
Corporate Services
LADWP

APPROVED AS TO FORM AND LEGALITY

January 30, 2019
MICHAEL N. FEUER, City Attorney

By Michael N. Feuer
Deputy City Attorney

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

OCT 23 2018

BY John A. Carvalho
JOHN A. CARVALHO
DEPUTY CITY ATTORNEY

CITY OF LOS ANGELES HARBOR
DEPARTMENT


By Eugene D. Seroka
for EUGENE D. SEROKA
Executive Director
PERMITTEE





Name:

Date:

	<p style="text-align: center;">DEPARTMENT of WATER and POWER POWER SYSTEM GENERATION DIVISION HARBOR GENERATING STATION</p>
	<p style="text-align: center;">DWP OUTSIDE WORK GROUP AND NON – DWP WORKER SAFETY GUIDELINES</p>

PRE-WORK ADMINSTRATIVE GUIDELINES

In order to minimize the exposure of job (work) related hazards and to ensure the safety of Non-DWP personnel the following IIPP (Injury and Illness Prevention Program) guidelines shall be followed by all non-Department of Water and Power (DWP) personnel working at **Harbor Generating Station**. In addition to complying with these guidelines, all workers must comply with their respective IIPP requirements and other applicable Federal, State and local rules and regulations.

Initial

Pre-Construction IIPP Meeting

- Except in the case of emergency repairs, a pre-construction/pre-job meeting is to be held with an assigned station coordinator. This meeting should be held at **least five working days** prior to start of work.
- The pre-construction meeting is to be attended by the work group superintendent or designated representative: Station Job Site Coordinator: assigned representative(s) from Operations, Maintenance, or Technical Group: and the DWP Contract Administrator, as applicable.
- The station Job Coordinator will provide copies of applicable IIPP safety rules to attendees and discuss their contents as necessary.
- The station Job Coordinator will document the pre-construction meeting using the form provided in Appendix A.

Initial

Beginning Work

The DWP Power System Operations' procedures include a document titled Operating Orders which are issued under the authority of the Power System Management. These Operating Orders are a numbered series of documents that contain policies, criteria, rules, orders, instructions and procedures governing the power system technical activities and operations.

In order to administer and coordinate work activities at GD (Generation Division) facilities, a Bid and Clearance process is utilized within the guidelines of the Operating orders. This Bid and Clearance process establishes GD's Operation Lock-out/Tag-out procedure to ensure personnel safety. The purpose of the Bid and Clearance process is to facilitate safe work activities ONLY after the proper authorization has been received from Operations.

EXHIBIT B

Date: 11/20/17

Approved: W. Pyle

Supercedes all existing



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Proper authorization is received through the issuance of a “**Clearance**” or a “**OK TO _**” after a work bid form has been submitted by the worker and approved by Operations. Operations will issue a “**Work Card**” designating that a “**Clearance**” or an “**Ok TO _**” has been issued to the designated worker/group.

A **Clearance** or a **OK TO _** provides work boundaries, proper isolation, depressurization and /or de-energization as necessary, along with **Lock-Out/Tag Out** provisions so the repair work can be done safely. This process allows for all the work activities to be completed, and the restoration of the equipment is allowed **ONLY** after *the holder of the Clearance* or an **OK TO _** returns the work card to Operations.

Work Cards (**Clearance** or an **OK TO _**) are issued to designated DWP employees **ONLY**. All non-DWP personnel perform their work activities under the guidance of a DWP employee who shall hold the appropriate Work Card.

Initial

No work is to be performed without prior authorization. Work being performed by a Non-DWP employee or company shall be a specific job. If any change of specified work is to be performed or requested by the Non-DWP employees, authorization from the card holder and their Supervisor must be pre-approved and agreed upon before any additional work is started. There will be a clear and concise understanding between the DWP Authorized person who will hold the Work Authority (Card Holder) and the Non-DWP employees working at Harbor Generating Station performing the specified work. All guidelines in the Bid and Clearance policy are to be strictly abided by.

Initial

Tailgate Meetings

- The job superintendent or supervisor shall instruct all his /her workers on the Station’s IIPP safety policies prior to commencing work. Assistance in presenting these safety guidelines can be provided by the Station Job Site Coordinator as described above.
- Large groups may be permitted to use the Station Conference, Lunch, or Training rooms, if requested in advance by the work group supervisor and approved by the DWP contract administrator and the Electric Station Manager.
- The job supervisor is to provide documentation of the tailgate meeting, including an attendance roster, to the DWP contract administrator.



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Pre-construction meetings are not needed for:

- Small groups (1 to 5 persons) performing work of a limited scope, such as radiographic testing, post weld heat treating or leak sealing, if they are under continuous direct observation of an authorized DWP employee.

A designated station employee (station engineer or contract administrator) will give the job specific IIPP safety instructions.

- During off-hours shifts a designated Station employee (Operations Supervisor) will give the job specific IIPP safety instructions prior to the start of work.

Note: Each group is required to have and comply with their respective IIPP requirements.

Site Specific Safety Rules

Initial

Personal Safety

There are many hazards within the station, including but not limited to, hot piping, chemicals, tripping hazards, low overheads, rotating machinery, and electricity. No one is to wander through the station. Workers are required to limit their movement to their designated work areas.

- ***Clothing***

Shirts or coveralls are to be buttoned up or worn with undershirts which protect the chest area by preventing foreign material (such as welding beads) from entering. **Short pants are prohibited.** Clothing made of cotton or other natural fibers is highly recommended. Personal injury due to fire or other sources of burns can be greatly reduced if cotton or wool protects the body.

- ***Eye Protection***

All personnel must wear eye protection. As a minimum, to walk through the station, personnel must wear safety glasses. **CAL-OSHA** regulations require more protection depending on the job. Eye protection is not required when a person is in transit for the purpose of reporting to work or leaving the station from work unless they are walking through an active work area.



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- **Footwear**

All personnel must wear substantially constructed footwear. Open toed shoes, sandals, canvas shoes and shoes of other porous materials are not considered to be substantially constructed. Safety shoes **are to be worn** by all persons doing maintenance or construction work.

- **Hard Hats**

All personnel **must** wear **OSHA** approved non-metallic hard hats except when in offices, shops, warehouse or while in vehicles.

- **Respiratory Protection**

Respirators will be used as required and in accordance with the **CAL-OSHA** regulations. Due to the type of air compressors used at the Station, No respiratory device shall be connected to any Station service or instrument air system.

- **First Aid**

Safety equipment such as portable safety showers, eye wash stations and first aid kits **are to be provided** by the contractor. The DWP job site coordinator shall inform the contractor of the nearest available medical services.

Fires and other Emergencies



Initial

To report a fire, serious injury, or other emergency condition, dial the emergency number **20300** from department phones or **(310) 522-1405** from any outside phone (**do not call 911**) from any internal station telephone, when calling, give your name and describe the location and type of emergency to the Control Operator who answers. Report all fires immediately. Do not attempt to extinguish a fire before reporting. The Station Control Operator will contact the appropriate emergency agency and will have emergency vehicles directed from the front gate to the location of the emergency. When the emergency alarm is sounded (an oscillating tone) followed by an announcement over the Public Address system, all non-station personnel are to assemble at an emergency reporting location designated by their supervisor.



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(SDS) Safety Data Sheets and Hazardous Waste

Hazardous materials brought into the station must be in properly labeled containers. Applicable **SDS** must be provided to station management for review before the product is brought on site. All spills of hazardous material must be cleaned up immediately for proper disposal. Quantities of hazardous material brought into the station are limited to only the amount necessary to perform the task.

Liquid waste is never to be placed into a trash container. DWP is responsible for hazardous waste that is generated at its facilities. The facility will provide containers and manifests where applicable. Hazardous waste containers must be clearly labeled and each such waste container must be dated when hazardous waste is first placed in it. All such containers must be legally disposed of within 90 days. Oily rags which are not going to be for re-use are hazardous waste and may not be placed into trash containers.

Personnel requiring additional guidance as to the proper handling of trash and waste should request such help from the Environmental Coordinator or Station Engineer.

Initial

Safety Barriers

Safety barriers are to be used to keep traffic and personnel out of hazardous areas. Sawhorses and flagged or printed stringers are most commonly used barriers. All barriers are to be labeled with tags identifying who placed them and describing the nature of the hazard.

Barriers are to be left in place only while the hazard actually exists. For example, a barrier placed to protect personnel from sparks falling from an overhead welding operation should be removed when welding is not in progress i.e. overnight.

Initial

Hot Work

All persons doing hot work (i.e. welding, torch work, air arcing) must provide fire watches, with fire extinguishers, to monitor all areas where an accidental fire could be started.

Combustible materials are to be removed if possible, to prevent ignition by welding or cutting activities or covered if moving them is not possible.



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Asbestos and Insulation Removal

Asbestos is present throughout the plant. Asbestos is a mineral fiber that can cause cancer. Some of the insulating material may contain asbestos. Asbestos has been found in piping insulation, boiler insulation, and electrical insulation. Asbestos maybe present in fuel oil piping insulation, transite panels, valve packing, and gaskets throughout the station. **All material shall be considered asbestos containing material until proven otherwise through laboratory analysis.** Before removing any insulation, review the job with the Senior Maintenance Supervisor (**Phone # 21752**) or the Station Engineer (**Phone # 21315**).

Initial

Driving and Parking Rules

The speed limit while driving within the Generating Station property is 15 mph. Please comply with the posted speed limits for everyone's safety and wear seatbelts when they are provided.

All personal vehicles used solely for transportation to and from work must be parked in the designated parking lots.

Deliveries

Deliveries that are related to contractor work activities are to be clearly defined and marked to avoid confusion with plant deliveries. Notification to security officers on duty at the facility shall be made prior to the expected delivery.

Initial

Vehicle Searches

For security reasons Station Management reserves the right to conduct on site searches of lockers, vehicles, and individuals as necessary to ensure personnel safety and safeguard personal and DWP property. Failure of individuals to cooperate with Station Management when searches are deemed necessary may in itself result in punitive measures directed toward the individual and/or the company represented.

Personnel failing to cooperate with these guidelines may lose the privilege of operating vehicles within the station, or may be asked to leave the station.



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Firearms, Gambling, Intoxicating Beverages, and Illicit Drugs

No person shall carry or have in his/her possession any firearm or anything that might be construed as a weapon while on DWP property. Gambling and the use, possession of, or working under the influence of intoxicating beverages or drugs is not permitted on DWP property. Violations will result in appropriate action against personnel who fail to follow these guidelines.

Initial

Use of DWP tools and Materials

No tools or materials will be issued from the Station Warehouse/Tool Room without authorization from the Station Contract Administrator/ Coordinator or Station Manager.

Initial

Housekeeping

Personnel shall keep their work area(s) free of debris, fire and tripping hazards, and shall thoroughly clean up the area prior to clearing off the job.

Initial

Sexual Harassment and Discrimination

All personnel shall adhere to all DWP and City of Los Angeles policies, and State and Federal laws, regarding sexual harassment and discrimination. Station Management will take all actions necessary to ensure all persons working at or visiting the station will have an environment free of discrimination and sexual harassment.

Initial

Smoking Policy

Smoking is permitted in most outdoor areas. Smoking is not permitted in any Station building and in areas identified with “**No Smoking**” signs. All smokers are directed to place their smoking trash in proper containers – not on the floor or ground.

Initial

Title V. Requirements

If a DWP work location is a Title V facility, the attached guidelines titled “Requirements for Portable Air Contaminant – Emitting Equipment brought onto Department Title V facilities” must be followed.

**IIPP Safety Briefing Record
For DWP Generating Station Facilities**

Company _____

Date _____

Supervisors: _____

I/we have received and reviewed a copy of the "Non-DWP Worker Safety" document. The specific hazards in our proposed work location have been identified and explained. Any and all questions have been answered at this time. If any questions arise that have not been covered, the Authorized Person (Card Holder) and or their Supervisor will be contacted immediately. If the questions are Safety related, all work will stop to prevent injury to any worker and a safe working environment will be discussed and provided.

I/we will indoctrinate the personnel under my/our Supervision as to the Station's Safety requirements **PRIOR** to start of work. A copy of the tailgate safety meeting will be forwarded to the Station Engineer or _____ within one working day of the meeting.

Company Representative(s): _____

Station Representative: _____

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants

ATTACHMENT A

Agreement/Activity/Operation: Access Agreement † Environmental Testing & Groundwater Sampling - Harbor GS
 Reference/Agreement: P-81987 - CERTIFICATE ACCEPTABLE (w/required endorsements)
 Term of Agreement: _____
 Contract Administrator and Phone: Reynan Ledesma (213) 202-0505
 Buyer and Phone Number: _____

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- () **WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability:** (\$1,000,000.00)
 - () Broad Form All States Endorsement () US L&H (Longshore and Harbor Workers)
 - () Jones Act (Maritime Employment) () Outer Continental Shelf
 - () Waiver of Subrogation () Black Lung (Coal Mine Health and Safety)
 - () Other: _____ () Other: _____
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
 - () Owned Autos () Any Auto
 - () Hired Autos () Non-Owned Auto
 - () Contractual Liability () Additional Insured
 - () MCS-90 (US DOT) () Trucker's Form
 - () Waiver of Subrogation () Other: _____
- () **GENERAL LIABILITY:** () Limit Specific to Project () Per Project Aggregate (\$1,000,000.00)
 - () Broad Form Property Damage () Contractual Liability () Personal Injury
 - () Premises and Operations () Products/Completed Ops. () Independent Contractors
 - () Fire Legal Liability () Garagekeepers Legal Liab. () Child Abuse/Molestation
 - () Corporal Punishment () Collapse/Underground () Explosion Hazard
 - () Watercraft Liability () Pollution () Addition Insured Status
 - () Waiver of Subrogation () Airport Premises () Hangarkeepers Legal Liab.
 - () Marine Contractors Liability () Other: _____ () Other: _____
- () **PROFESSIONAL LIABILITY:** () _____ () _____
 - () Contractual Liability () Waiver of Subrogation () 3 Year Discovery Tail
 - () Additional Insured () Vicarious Liability Endt. () Other: _____
- () **AIRCRAFT LIABILITY:** () _____ () _____
 - () Passenger Per Seat Liability () Contractual Liability () Hull Waiver of Subrogation
 - () Pollution () Additional Insured () Other: _____
- () **PROPERTY DAMAGE:** () Loss Payable Status (AOIMA) () _____
 - () Replacement Value () Actual Cash Value () Agreed Amount
 - () All Risk Form () Named Perils Form () Earthquake: _____
 - () Builder's Risk:\$_____ () Boiler and Machinery () Flood: _____
 - () Transportation Floater:\$_____ () Contractors Equipment\$_____ () Loss of Rental Income: _____
 - () Scheduled Locations/Propt. () Other: _____ () Other: _____
- () **WATERCRAFT:** () _____ () _____
 - () Protection and Indemnity () Pollution () Additional Insured
 - () Waiver of Subrogation () Other: _____ () Other: _____
- () **POLLUTION:** () _____ () _____
 - () Incipient/Long Term () Sudden and Accidental () Additional Insured
 - () Waiver of Subrogation () Contractor's Pollution () Other: _____
- () **CRIME:** () Joint Loss Payable Status () Additional Insured () _____
 - () Fidelity Bond () Financial Institution Bond () Loss of Monies/Securities
 - () Employee Dishonesty () In Transit Coverage () Wire Transfer Fraud
 - () Computer Fraud () Commercial Crime () Forgery/Alteration of Docs.
 - () Other: _____ () Other: _____
- () **ASBESTOS LIABILITY:** () Additional Insured () _____

PERSONS OR ENTITIES INSURED

- (A) The Named Insured and/or subsidiary, associated affiliate companies or owned and controlled companies, as now or hereafter constituted and, their duly elected and appointed officials, commissioners, officers, employees and volunteers while working for and on behalf of the Port if the Named Insured is designated in Item 1 of the Declarations.
- (B) Any officers, commissioners, stockholders, partners, or employees of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;
- (C) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by the Policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or of facilities used by the Named Insured;
- (D) With respect to the operation of mobile equipment, whether licensed or unlicensed, an employee of the Named Insured while operating any such equipment in the course of his employment and/or any other person while operating any such equipment with the permission of the Named Insured;
- (E) Any Additional Insureds, solely, however, with respect to their interest in premises and/or operations, and/or activities of the Insured and Insureds hereunder, but this provision shall not operate to increase the limit of liability of this Policy.

This policy shall apply separately to each Named Insured hereunder in the same manner as if separate policies had been issued to each, but this shall not operate to increase Underwriter's limit of liability for each occurrence as stated herein.

Effective Date:	October 1, 2018
Policy Number:	SFAA10O8005
Issued To:	AMERICAN PORTS INSURANCE PROGRAM RISK PURCHASING GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR PERSONS OR ORGANIZATIONS
NAMED AS ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following

SPECIAL LIABILITY POLICY FOR PORTS

The following paragraph is added to Persons or Entities Insured to comply with insurance requirements of written contracts relative to the performance of your operations for the additional insureds:

This insurance is primary over any similar insurance available to any individual or entity named as an additional insured where required by written contract or agreement. However, this insurance is primary over the other similar insurance only if the additional insured is designated as an insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.